

1 CONTRACT FOR PROVISION OF
 2 BRIDGES AT KRAEMER PLACE YEAR-ROUND EMERGENCY SHELTER SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 MERCY HOUSE LIVING CENTERS
 7 JULY 1, 2021, THROUGH JUNE 30, 2024 2025

Amendment No. 4

8
 9 THIS CONTRACT entered into this July 1, 2021 (effective date), is by and between the COUNTY
 10 OF ORANGE, a political subdivision of State of California (COUNTY), and Mercy House Living
 11 Centers, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may
 12 sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall
 13 be administered by the ~~Director of the COUNTY's Health Care Agency~~ County Executive Office or
 an authorized designee ("ADMINISTRATOR").

Amendment No. 2

14 WITNESSETH:

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 18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Bridges at
 19 Kraemer Place Year-Round Emergency Shelter Services described herein to individuals experiencing
 20 homelessness in the North Service Planning Area in Orange County; and

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

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

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Amendment No. 4

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//REFERENCED CONTRACT PROVISIONS

Term: July 1, 2021 – June 30, ~~2024~~ 2025
Period 1: July 1, 2021, to June 30, 2022
Period 2: July 1, 2022, to June 30, 2023
Period 3: July 1, 2023, to June 30, 2024,
Period 4: July 1, 2024, to June 30, 2025

Maximum Obligation: ~~\$8,700,000~~ \$12,793,886

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

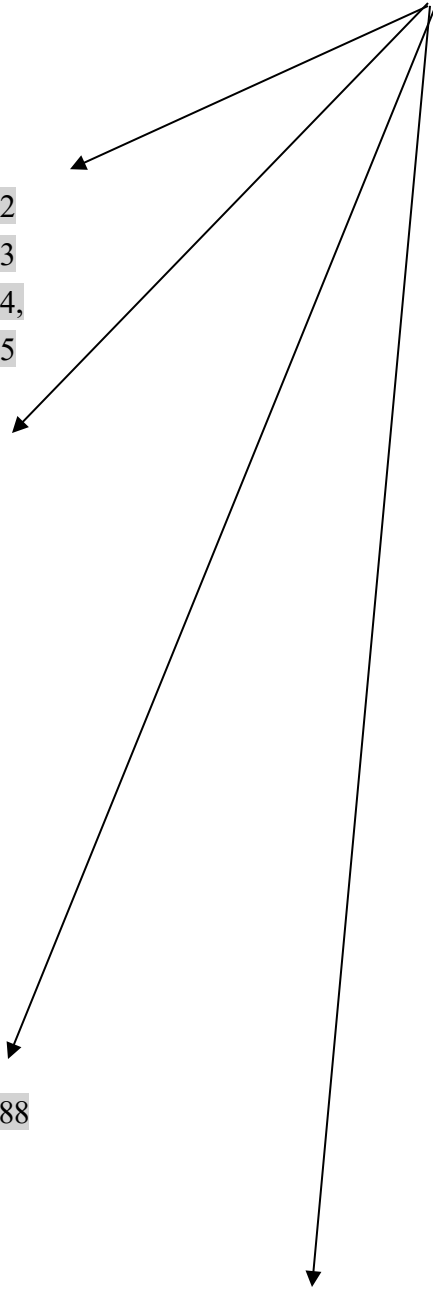
CONTRACTOR DUNS Number: 879797165

CONTRACTOR UEI Number: DVJ5XQ7BMQ88

CONTRACTOR TAX ID Number: 33-0315864

Notices to COUNTY and CONTRACTOR:

| | |
|---|--|
| <p>COUNTY: County of Orange Health-Care Agency County Executive Office Contract Services County Procurement Office 405 West 5th Street, Suite 600 400 West Civic Center, 5th Floor Santa Ana, CA 92701 CEOcarecoordination@ocgov.com</p> | <p>CONTRACTOR: Mercy House Living Centers 807 N. Garfield P.O. Box 1905 Santa Ana, CA 92701 92702 Attn: Patti Long pattil@mercyhouse.net</p> |
|---|--|



I. ACRONYMS

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

| | | |
|-----|----------|---|
| A. | AB | Assembly Bill |
| B. | AB 109 | Assembly Bill 109, 2011 Public Safety Realignment |
| C. | AIDS | Acquired Immune Deficiency Syndrome |
| D. | APR | Annual Performance Report |
| E. | ARRA | American Recovery and Reinvestment Act of 2009 |
| F. | BHS | Behavioral Health Services |
| G. | BCSH | Business, Consumer Services and Housing Agency |
| H. | Cal ICH | California Interagency Council on Homelessness |
| I. | CalOMS | California Outcomes Measurement System |
| J. | CalWORKs | California Work Opportunity and Responsibility for Kids |
| K. | CAP | Corrective Action Plan |
| L. | CCC | California Civil Code |
| M. | CCR | California Code of Regulations |
| N. | CESI | Client Evaluation of Self at Intake |
| O. | CEST | Client Evaluation of Self and Treatment |
| P. | CDBG | Community Development Block Grant |
| Q. | CDSS | California Department of Social Services |
| R. | CEO | County Executive Office |
| S. | CES | Coordinated Entry System |
| T. | CFDA | Catalog of Federal Domestic Assistance |
| U. | CFR | Code of Federal Regulations |
| V. | CHPP | COUNTY HIPAA Policies and Procedures |
| W. | CHS | Correctional Health Services |
| X. | CoC | Continuum of Care |
| Y. | COI | Certificate of Insurance |
| Z. | CPA | Certified Public Accountant |
| AA. | CPP | Care Plus Program |
| AB. | CSW | Clinical Social Worker |
| AC. | DHCS | California Department of Health Care Services |
| AD. | D/MC | Drug/Medi-Cal |
| AE. | DPFS | Drug Program Fiscal Systems |
| AF. | DRS | Designated Record Set |
| AG. | EEOC | Equal Employment Opportunity Commission |
| AH. | EHR | Electronic Health Records |
| AI. | ESG | Emergency Solutions Grant |
| AJ. | EOC | Equal Opportunity Clause |
| AK. | ES | Emergency Shelter |
| AL. | ePHI | Electronic Protected Health Information |
| AM. | EPSDT | Early and Periodic Screening, Diagnosis, and Treatment |

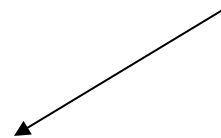
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|-------------|--|
| AN. FFS | Fee For Service |
| AO. FSC | Family Solutions Collaborative |
| AP. FTE | Full Time Equivalent |
| AQ. GAAP | Generally Accepted Accounting Principles |
| AR. HCA | County of Orange Health Care Agency |
| AS. HHS | Federal Health and Human Services Agency |
| AT. HCD | California Department of Housing and Community Development |
| AU. HCV | Housing Choice Voucher |
| AV. HHAP | Homeless, Housing, Assistance and Prevention |
| AW. HIPAA | Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 |
| AX. HITECH | Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 |
| AY. HIV | Human Immunodeficiency Virus |
| AZ. HMIS | Homeless Management Information System |
| BA. HOME | HOME Investment Partnership Program |
| BB. HSC | California Health and Safety Code |
| BC. HUD | U.S. Department of Housing and Urban Development |
| BD. IRIS | Integrated Records and Information System |
| BE. ITC | Indigent Trauma Care |
| BF. LCSW | Licensed Clinical Social Worker |
| BG. MAT | Medication Assisted Treatment |
| BH. MFT | Marriage and Family Therapist |
| BI. MH | Mental Health |
| BJ. MHP | Mental Health Plan |
| BK. MHSA | Mental Health Services Act |
| BL. MSN | Medical Safety Net |
| BM. NIH | National Institutes of Health |
| BN. NPI | National Provider Identifier |
| BO. NPPES | National Plan and Provider Enumeration System |
| BP. OCCR | Orange County Community Resources |
| BQ. OCR | Federal Office for Civil Rights |
| BR. OIG | Federal Office of Inspector General |
| BS. OMB | Federal Office of Management and Budget |
| BT. OPM | Federal Office of Personnel Management |
| BU. P&P | Policy and Procedure |
| BV. PA DSS | Payment Application Data Security Standard |
| BW. PATH | Projects for Assistance in Transition from Homelessness |
| BX. PC | California Penal Code |
| BW. PCI DSS | Payment Card Industry Data Security Standards |
| BZ. PCS | Post-Release Community Supervision |
| CA. PHI | Protected Health Information |
| CB. PII | Personally Identifiable Information |
| CC. PRA | California Public Records Act |
| CD. PSC | Professional Services Contract System |
| CE. PSH | Permanent Supportive Housing |
| CF. RRH | Rapid Rehousing |

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| CG. SB | Senate Bill |
| CH. SAPTBG | Substance Abuse Prevention and Treatment Block Grant |
| CI. SIR | Self-Insured Retention |
| CJ. SMA | Statewide Maximum Allowable (rate) |
| CK. SOCDIS | System of Care Data Integration System |
| CL. SOW | Scope of Work |
| CM. SPA | Service Planning Area |
| CN. SUD | Substance Use Disorder |
| CO. UMDAP | Uniform Method of Determining Ability to Pay |
| CP. TAY | Transitional Aged Youth |
| CQ. UOS | Units of Service |
| CR. USC | United States Code |
| CS. VASH | Veterans Affairs Supportive Housing |
| CT. WIC | Women, Infants and Children |
| CU. YAB | Youth Advisory Board |

Amendment No. 4



- 5 A. ~~ARRA~~ ~~American Recovery and Reinvestment Act of 2009~~
- 6 B. ~~CalWORKs~~ ~~California Work Opportunity and Responsibility for Kids~~
- 7 C. ~~CAP~~ ~~Corrective Action Plan~~
- 8 D. ~~CCC~~ ~~California Civil Code~~
- 9 E. ~~CCR~~ ~~California Code of Regulations~~
- 10 F. ~~CES~~ ~~Coordinated Entry System~~
- 11 G. ~~CFR~~ ~~Code of Federal Regulations~~
- 12 H. ~~CHPP~~ ~~COUNTY HIPAA Policies and Procedures~~
- 13 I. ~~COC~~ ~~Continuum of Care~~
- 14 J. ~~COI~~ ~~Certificate of Insurance~~
- 15 K. ~~CPA~~ ~~Certified Public Accountant~~
- 16 L. ~~DRS~~ ~~Designated Record Set~~
- 17 M. ~~EEOC~~ ~~Equal Employment Opportunity Commission~~
- 18 N. ~~EOC~~ ~~Equal Opportunity Clause~~
- 19 O. ~~FFS~~ ~~Fee For Service~~
- 20 P. ~~FSC~~ ~~Family Solutions Collaborative~~
- 21 Q. ~~FTE~~ ~~Full Time Equivalent~~
- 22 R. ~~GAAP~~ ~~Generally Accepted Accounting Principles~~
- 23 S. ~~HCA~~ ~~County of Orange Health Care Agency~~
- 24 T. ~~HIPAA~~ ~~Health Insurance Portability and Accountability Act of 1996, Public~~
 ~~Law 104-191~~
- 25 U. ~~HMIS~~ ~~Homeless Management Information System~~
- 26 V. ~~HSC~~ ~~California Health and Safety Code~~
- 27 W. ~~HUD~~ ~~U.S. Department of Housing and Urban Development~~

- 28 X. MH Mental Health
- 29 Y. MHSA Mental Health Services Act
- 30 Z. OCR Federal Office for Civil Rights
- 31 AA. OIG Federal Office of Inspector General
- 32 AB. OMB Federal Office of Management and Budget
- 33 AC. OPM Federal Office of Personnel Management
- 34 AD. P&P Policy and Procedure
- 35 AE. PA-DSS Payment Application Data Security Standard
- 36 AF. PATH Projects for Assistance in Transition from Homelessness
- 37 AG. PC California Penal Code

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

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, C, D, E & F, and Table 1, attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

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

Amendment No. 4

III. ASSIGNMENT OF DEBTS

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

29 of said persons, shall be immediately given to COUNTY.

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IV. INTENTIONALLY OMITTED COMPLIANCE

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

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

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

~~a. Designation of a Compliance Officer and/or compliance staff.~~

~~b. Written standards, policies and/or procedures.~~

~~c. Compliance related training and/or education program and proof of completion.~~

~~d. Communication methods for reporting concerns to the Compliance Officer.~~

~~e. Methodology for conducting internal monitoring and auditing.~~

~~f. Methodology for detecting and correcting offenses.~~

~~g. Methodology/Procedure for enforcing disciplinary standards.~~

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

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

~~33 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
34 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure
35 that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance
36 Program and contact information for the ADMINISTRATOR's Compliance Program.~~

~~B. GENERAL COMPLIANCE TRAINING ADMINISTRATOR shall make General~~

~~1 Compliance Training available to Covered Individuals.~~

~~2 1. CONTRACTORS that have acknowledged that they will comply with
3 ADMINISTRATOR's Compliance Program shall use their best efforts to encourage completion by all
4 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one
5 (1) designated representative to complete ADMINISTRATOR's General Compliance Training when
6 offered.~~

~~7 2. Such training will be made available to Covered Individuals within thirty (30) calendar
8 days of employment or engagement.~~

~~9 3. Such training will be made available to each Covered Individual annually.~~

~~10 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
11 copies of training certification upon request.~~

~~12 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
13 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
14 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
15 CONTRACTOR shall provide copies of the certifications.~~

~~16 C. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized
17 Provider Training, where appropriate, available to Covered Individuals.~~

~~18 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
19 Individuals relative to this Contract. This includes compliance with federal and state HOMELESS
20 SERVICES program regulations and procedures or instructions otherwise communicated by regulatory
21 agencies.~~

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

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

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

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

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

V. CONFIDENTIALITY

1
2 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
3 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
4 regulations, as they now exist or may hereafter be amended or changed.

5 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
6 are Participants of the Orange County Bridges at Kraemer Place Year-Round Shelter Services Program,
7 and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files,
8 or to exchange information regarding specific Participants with COUNTY or other providers of related
9 services contracting with COUNTY.

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

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

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

VI. CONFLICT OF INTEREST

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

VII. CORRECTIVE ACTION PLAN

33
34
35 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
36 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
37 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

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

6 7 **VIII. COST REPORT**

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

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

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

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

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

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

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

5 any.

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

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

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

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

28

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

37

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

6 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

7 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the

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

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

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

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

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

17 18 **XI. DISPUTE RESOLUTION**

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

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

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

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

36 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
37 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision

1 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
2 decision adverse to CONTRACTOR's contentions.

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

10 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

21 **XIII. EQUIPMENT**

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

34 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
35 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
36 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
37 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
2 purchased asset in an Equipment inventory.

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

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

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

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

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

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

26 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

33 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
34 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
35 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
36 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.
37 //

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

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

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

F. QUALIFIED INSURER

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

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

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

| <u>Coverage</u> | <u>Minimum Limits</u> |
|--|---|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less) | \$5,000,000 per occurrence |
| Workers’ Compensation | Statutory |
| Employers’ Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |
| Employee Dishonesty | \$1,000,000 per occurrence |

H. REQUIRED COVERAGE FORMS

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

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

1 O. The Commercial General Liability policy shall contain a “severability of interests” clause also
2 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

20 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

35 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
36 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and
37 //

1 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
2 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

9 **XVI. INSPECTIONS AND AUDITS**

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

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

24 C. AUDIT RESPONSE

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

30 2. If the audit reveals that money is payable from one Party to the other, that is,
31 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
32 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
33 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
34 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
35 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
36 amount not to exceed the reimbursement due COUNTY.

37 //

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

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

8
9 **XVII. COMPLIANCE WITH LAWS, FUNDING REQUIREMENTS
AND LICENSES ~~LICENSES AND LAWS~~**

Amendment No. 4

A. CONTRACTOR represents and warrants that services to be provided under this Contract shall fully
comply, at CONTRACTOR’S expense, with all standards, laws, statutes, restrictions, ordinances,
requirements, and regulations (collectively “laws”), including, but not limited to those issued by COUNTY in its
governmental capacity and all other laws and funding requirements applicable to the services at the time services
are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on
CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph XV., above,
CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless
from all liability, damages, costs and expenses arising from or related to a violation of such laws.

B. Funds provided under this Contract must be used solely for the purposes identified in in this Contract.
In accordance with Paragraph XV., above, CONTRACTOR agrees to indemnify, defend, and hold harmless the
County of Orange for any sums the State or Federal government contends or determines CONTRACTOR used in
violation of this Contract. CONTRACTOR shall immediately return to the COUNTY any funds the COUNTY or
any responsible State or Federal agency, including the Department of Treasury, determines the CONTRACTOR
has used in a manner that is inconsistent with this Contract or as a result of noncompliance with any applicable
regulations or funding requirements. The provisions of this paragraph shall
survive termination of this Contract.

C. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
regulations and requirements of the United States, the State of California, COUNTY, and all other
applicable governmental agencies.

D. Enforcement Of Child Support Obligations

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

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

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

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

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

Amendment No. 4

~~10 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
11 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
12 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
13 regulations and requirements of the United States, the State of California, COUNTY, and all other
14 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
15 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
16 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
17 cause for termination of this Contract.~~

~~18 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
19 requirements as they exist now or may be hereafter amended or changed. The applicable provisions of
20 laws, regulations, and requirements for the provision of services under this Contract shall include, but
21 not be limited to, the following:~~

- ~~22 1. ARRA of 2009.~~
- ~~23 2. Trafficking Victims Protection Act of 2000.~~
- ~~24 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~
- ~~25 4. CCR, Title 9, Rehabilitative and Developmental Services.~~
- ~~26 5. CCR, Title 17, Public Health.~~
- ~~27 6. CCR, Title 22, Social Security.~~
- ~~28 7. CFR, Title 42, Public Health.~~
- ~~29 8. CFR, Title 45, Public Welfare.~~
- ~~30 9. USC Title 42, Public Health and Welfare.~~
- ~~31 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.~~
- ~~32 11. 42 USC §1857, et seq., Clean Air Act.~~
- ~~33 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- ~~34 13. 31 USC 7501.70, Federal Single Audit Act of 1984.~~
- ~~35 14. McKinney-Vento Homeless Assistance Act~~

36 //

37 //

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

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

XIX. MAXIMUM OBLIGATION

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

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

Amendment No. 4

XX. MINIMUM WAGE LAWS

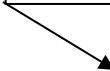
A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its officers, agents employees, affiliates and subcontractors (“Covered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

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

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

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

11
12 **XXI. NONDISCRIMINATION**

Amendment No. 4


13 A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 26 **XXII. NOTICES**

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

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

32 2. When faxed, transmission confirmed;

33 3. When sent by E-Mail; or

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

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

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

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

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

9 10 **XXIII. NOTIFICATION OF DEATH**

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

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

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

19 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

37 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance

1 of any applicable public event or meeting. The notification must include the date, time, duration,
 2 location and purpose of the public event or meeting. Any promotional materials or event related flyers
 3 must be approved by ADMINISTRATOR prior to distribution.

4 //

5 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

19 **XXVI. PAYMENT CARD COMPLIANCE**

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

29 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

4 //

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

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

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

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

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

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

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

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

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

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

3 **XXVIII. RESEARCH AND PUBLICATION**

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

Amendment No. 4

7
8 **XXIX. INTENTIONALLY OMITTED REVENUE**

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

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

18 ~~C. OTHER REVENUES—CONTRACTOR shall charge for services, supplies, or facility use by
19 persons other than individuals or groups eligible for services pursuant to this Contract.~~

20
21 **XXX. SEVERABILITY**

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

27
28 **XXXI. SPECIAL PROVISIONS**

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

- 31 1. Making cash payments to intended recipients of services through this Contract.
- 32 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
33 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
34 use of appropriated funds to influence certain federal contracting and financial transactions).
- 35 3. Fundraising.
- 36 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
37 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of

1 Directors or governing body.

2 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
3 body for expenses or services.

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

7 7. Paying an individual salary or compensation for services at a rate in excess of the current
8 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
9 Schedule may be found at www.opm.gov.

10 8. Severance pay for separating employees.

11 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
12 codes and obtaining all necessary building permits for any associated construction.

13 10. Supplanting current funding for existing services.

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

16 1. Funding travel or training (excluding program-related mileage or parking).

17 2. Making phone calls outside of the local area unless documented to be directly for the
18 purpose of Participant care.

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

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

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

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

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

27 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
28 CONTRACTOR's Participants outside of program Scope of Services.

30 **XXXII. STATUS OF CONTRACTOR**

31 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
32 wholly responsible for the manner in which it performs the services required of it by the terms of this
33 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
34 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
35 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
36 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
37 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,

1 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
 2 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
 3 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
 4 shall not be considered in any manner to be COUNTY's employees.

6 **XXXIII. TERM**

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

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

16 **XXXIV. TERMINATION**

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

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

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

35 **C. CONTINGENT FUNDING**

- 36 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 37 a. The continued availability of federal, state and County funds for reimbursement of

1 COUNTY's expenditures, and

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

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

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

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

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

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

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

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

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

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

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

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

34 9. Provide written notice of termination of services to each Participant being served under this
35 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
36 //

37 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar

1 day period.

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XXXV. THIRD PARTY BENEFICIARY

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

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XXXVI. WAIVER OF DEFAULT OR BREACH

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

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XXXVII. DRUG-FREE WORKPLACE

Amendment No. 4

A. The CONTRACTOR hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR will:

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, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The organization’s policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation and employee assistance programs; and
- d. Penalties that may be imposed upon employees for drug abuse

violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

- a. Will receive a copy of the company’s drug-free policy statement; and
- b. Will agree to abide by the terms of the company’s statement as a condition of employment

under this Contract.

B. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the CONTRACTOR may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

- 1. The CONTRACTOR has made false certification, or
- 2. The CONTRACTOR violates the certification by failing to carry out the requirements as noted

above.

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

MERCY HOUSE LIVING CENTERS

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

~~HEALTH CARE AGENCY~~ COUNTY EXECUTIVE OFFICE

Amendment No. 2

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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

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EXHIBIT A
 TO THE CONTRACT FOR PROVISION OF
 BRIDGES AT KRAEMER PLACE YEAR-ROUND EMERGENCY SHELTER SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MERCY HOUSE LIVING CENTERS
 JULY 1, 2021 THROUGH JUNE 30, ~~2024~~ 2025

Amendment No. 4



I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into HMIS and documentation that the Consumers are receiving services at a level and frequency and duration that is consistent with each Consumer’s level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

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

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

4. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Consumer applications and appeals for State and Federal benefits.

5. Best Practices means a term that is often used inter-changeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Consumer at this time.

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

6. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Consumers and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive

36 assistance to the Consumer in the assessment, determination of need and securing of adequate and
37 appropriate living arrangements.

1 7. CAT means Crisis Assessment Team and provides twenty-four (24) hour mobile response
2 services to any adult who has a behavioral health emergency. This program assists law enforcement,
3 social service agencies, and families in providing crisis intervention services for individuals who are in
4 behavioral health crises. CAT is a multi-disciplinary program that conducts risk assessments, initiates
5 involuntary hospitalizations as necessary, and provides case management, linkage and follow up
6 services for individuals evaluated.

7 8. Participant or Individual means an individual, referred by COUNTY or enrolled in
8 CONTRACTOR’s program for services under the Agreement

9 9. CES means Coordinated Entry System and refers to the mechanism for allocating available
10 housing units into a systematic resource targeting process designed to implement localized priorities for
11 program participants. The CES covers the geographic area of the County and is regionally focused by
12 Service Planning Areas, is easily accessed by individuals and families seeking housing and services and
13 includes a comprehensive and standardized process used by all service providers in the Orange County
14 System of Care.

15 10. CoC means Continuum of Care, a regional or local planning body that coordinates housing
16 and services funding for homeless families and individuals. The CoC strategizes the community plan to
17 organize and deliver housing and services to meet the specific needs of people who are homeless as they
18 move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and
19 prevent a return to homelessness.

20 11. Engagement means the process by which a trusting relationship between worker and
21 Consumer(s) is established with the goal to link the individual(s) to the appropriate services.
22 Engagement of Consumer(s) is the objective of a successful Outreach.

23 12. Face-to-Face means an encounter between Consumer and provider where they are both
24 physically present.

25 13. HMIS means Homeless Management Information System and refers to the local
26 information technology system used to collect client-level data on the provision of housing and services
27 to homeless individuals and families, as well as persons at risk of homelessness.

28 14. Housing Specialist means a specialized position dedicated to developing the full array of
29 housing options for their program and monitoring their suitability for the population served in
30 accordance with the minimal housing standards policy set by the COUNTY for their program. This
31 individual is also responsible for assisting Consumers with applications to low income housing, housing
32 subsidies, senior housing, etc.

33 15. Individual Services and Support Funds – Flexible Funds means funds intended for use to
34 provide individuals and/or their families with immediate assistance, as deemed necessary, for the
35 treatment of their behavioral health disorder and their overall quality of life. Flexible Funds are
36 generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous

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1 expenditures that are individualized and appropriate to support Consumer's mental health treatment
2 activities.

3 16. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and
4 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek
5 services.

6 17. Member Advisory Board means a member-driven board, which shall direct the activities,
7 provide recommendations for ongoing program development and create the rules of conduct for the
8 program.

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

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

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

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

21 e. Rehabilitation Service means an activity which includes assistance in improving,
22 maintaining, or restoring a Consumer's or group of Consumers' functional skills, daily living skills,
23 social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources
24 and/or medication education.


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

30 g. Therapy means a service activity which is a therapeutic intervention that focuses
31 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
32 delivered to an individual or group of beneficiaries which may include family therapy in which the
33 beneficiary is present.

34 19. MHSA means Mental Health Services Act and refers to the law that provides funding for
35 expanded community Mental Health Services. It is also known as "Proposition 63."

36 //

37 //

1 Original Contract
2 PROGRAM COSTS 

PERIOD ONE PERIOD TWO PERIOD THREE TOTAL

| | | | | | |
|----|--------------------------------------|--------------------|--------------------|--------------------|--------------------|
| 3 | Salaries | \$1,235,520 | \$1,235,520 | \$1,235,520 | |
| 4 | Benefits | \$338,128 | \$338,128 | \$338,128 | \$1,014,384 |
| 5 | Services & Supplies | \$667,846 | \$667,846 | \$667,846 | \$2,003,538 |
| 6 | Subcontractors | \$394,200 | \$394,200 | \$394,200 | \$1,182,600 |
| 7 | SUBTOTAL PROGRAM COSTS | \$2,635,694 | \$2,635,694 | \$2,635,694 | \$7,907,082 |
| 8 | ADMINISTRATION COSTS | | | | |
| 9 | Salaries | \$158,553 | \$158,553 | \$158,553 | \$475,659 |
| 10 | Benefits | \$37,153 | \$37,153 | \$37,153 | \$111,459 |
| 11 | Services & Supplies | \$68,600 | \$68,600 | \$68,600 | \$205,800 |
| 12 | SUBTOTAL ADMINISTRATION COSTS | | | | |
| 13 | COSTS | \$264,306 | \$264,306 | \$264,306 | \$792,918 |
| 14 | TOTAL GROSS COSTS | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$8,700,000 |
| 15 | TOTAL REVENUE | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$8,700,000 |
| 16 | TOTAL MAXIMUM | | | | |
| 17 | OBLIGATION | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$8,700,000 |

Amendment No. 1

| 20 | PROGRAM COSTS | <u>PERIOD ONE</u> | <u>PERIOD TWO</u> | <u>PERIOD THREE</u> | <u>TOTAL</u> |
|----|-------------------------------|--------------------|--------------------|---------------------|--------------------|
| | Salaries | \$1,075,520 | \$1,235,520 | \$1,235,520 | \$3,546,560 |
| | Benefits | \$290,128 | \$338,128 | \$338,128 | \$966,384 |
| | Services & Supplies | \$667,846 | \$667,846 | \$667,846 | \$2,003,538 |
| | Subcontractors | \$602,200 | \$394,200 | \$394,200 | \$1,390,600 |
| | SUBTOTAL PROGRAM COSTS | \$2,635,694 | \$2,635,694 | \$2,635,694 | \$7,907,082 |
| | COSTS | | | | |
| | ADMINISTRATIVE COSTS | | | | |
| | Salaries | \$158,553 | \$158,553 | \$158,553 | \$475,659 |
| | Benefits | \$37,153 | \$37,153 | \$37,153 | \$111,459 |
| | Services & Supplies | \$68,600 | \$68,600 | \$68,600 | \$205,800 |
| | SUBTOTAL | | | | |
| | ADMINISTRATION COSTS | \$264,306 | \$264,306 | \$264,306 | \$792,918 |
| | TOTAL GROSS COSTS | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$2,900,000 |
| | TOTAL REVENUE | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$2,900,000 |
| | TOTAL MAXIMUM | | | | |
| | OBLIGATION | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$2,900,000 |

Amendment No. 3

Period One Period Two Period Three Total

PROGRAM COSTS

| | | | | |
|--------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Salaries | \$ 1,235,520.00 | \$ 1,235,520.00 | \$ 1,235,520.00 | \$ 3,706,560.00 |
| Benefits | \$ 338,128.00 | \$ 338,128.00 | \$ 338,128.00 | \$ 1,014,384.00 |
| Services & Supplies | \$ 667,846.00 | \$ 662,657.00 | \$ 667,846.00 | \$ 1,998,349.00 |
| Subcontractor | \$ 394,200.00 | \$ 399,389.00 | \$ 394,200.00 | \$ 1,187,789.00 |
| SUBTOTAL PROGRAM COSTS | \$ 2,635,694.00 | \$ 2,635,694.00 | \$ 2,635,694.00 | \$ 7,907,082.00 |
| ADMINISTRATION COSTS | | | | |
| Salaries | \$ 158,553.00 | \$ 164,170.98 | \$ 158,553.00 | \$ 481,276.98 |
| Benefits | \$ 37,153.00 | \$ 31,535.02 | \$ 37,153.00 | \$ 105,841.02 |
| Services & Supplies | \$ 68,600.00 | \$ 68,600.00 | \$ 68,600.00 | \$ 205,800.00 |
| SUBTOTAL ADMINISTRATION COSTS | \$ 264,306.00 | \$ 264,306.00 | \$ 264,306.00 | \$ 792,918.00 |
| TOTAL GROSS COST | \$ 2,900,000.00 | \$ 2,900,000.00 | \$ 2,900,000.00 | \$ 8,700,000.00 |
| TOTAL REVENUE | \$ 2,900,000.00 | \$ 2,900,000.00 | \$ 2,900,000.00 | \$ 8,700,000.00 |
| TOTAL MAXIMUM OBLIGATION | \$ 2,900,000.00 | \$ 2,900,000.00 | \$ 2,900,000.00 | \$ 8,700,000.00 |

Amendment No. 4

| | <u>PERIOD 1</u> | <u>PERIOD 2</u> | <u>PERIOD 3</u> | <u>PERIOD 4</u> | <u>TOTAL</u> |
|--------------------------------------|--------------------|--------------------|--------------------|---------------------|---------------------|
| PROGRAM COST | | | | | |
| Salaries | \$1,235,520 | \$1,235,520 | \$1,235,520 | \$1,836,016 | \$5,542,576 |
| Benefits | \$338,128 | \$338,128 | \$338,128 | \$439,868 | \$1,454,252 |
| Services & Supplies | \$667,846 | \$662,657 | \$667,846 | \$376,200 | \$2,374,549 |
| Subcontractors | \$394,200 | \$399,389 | \$394,200 | \$1,068,540 | \$2,256,329 |
| SUBTOTAL PROGRAM COSTS | \$2,635,694 | \$2,635,694 | \$2,635,694 | \$3,720,624 | \$11,627,706 |
| ADMINISTRATION COSTS | | | | | |
| Salaries | \$158,553 | \$164,170.98 | \$158,553 | \$258,210 | \$739,486.98 |
| Benefits | \$37,153 | \$31,535.02 | \$37,153 | \$51,642 | \$157,483.02 |
| Services & Supplies | \$68,600 | \$68,600 | \$68,600 | \$63,410 | \$269,210 |
| SUBTOTAL ADMINISTRATION COSTS | \$264,306 | \$264,306 | \$264,306 | \$373,262.00 | \$1,166,180 |
| TOTAL GROSS COSTS | | | | | |
| | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$4,093,886 | \$12,793,886 |
| TOTAL REVENUE | | | | | |
| | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$4,093,886 | \$12,793,886 |
| TOTAL MAXIMUM OBLIGATION | | | | | |
| | \$2,900,000 | \$2,900,000 | \$2,900,000 | \$4,093,886 | \$12,793,886 |

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

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

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

Amendment No. 4

6 **III. PAYMENTS**

7 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for actual costs. Upon execution of the
 8 Contract, CONTRACTOR may invoice for a provisional payment amount of \$241,667 during Period
 One. Upon execution of Amendment No. 4 to the Contract, Contractor may invoice for a provisional
 payment amount of \$341,157.17 for one month of services may be invoiced by the Contractor and paid by
 the County at the beginning of Period4. All payments are interim payments only, and subject to Final
 Settlement in accordance with the Cost Report Paragraph of the Agreement for which
 CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided,
 however, the total of such payments do not exceed the Maximum Obligation as specified in the
 Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR’s costs are
 reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its
 discretion, pay supplemental invoices for any month for which the provisional amount specified above
 has not been fully paid.

9 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
 10 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.

11 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine Attachment B
12 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

Amendment No. 4

30 B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR
31 and provide such information as is required by ADMINISTRATOR. Invoices are due the ~~twentieth~~
~~tenth~~ (20th) day of each month. Invoices received after the due date may not be paid within the
same month.

32 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
33 after receipt of the correctly completed invoice.

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

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

2 E. Administrator shall reconcile the provisional payment in the last three (3) months of the fiscal year by
deducting no more than 50% of the provisional payment each month.

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

G. Contractor will have sixty (60) days following the end of each Contract Period to submit outstanding invoices
for reimbursement of eligible costs incurred during that Contract Period. After the sixty (60) day period for submitting
invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes
and Contractor shall be ineligible for any further reimbursement.

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

8
9

IV. REPORTS

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

12 B. FISCAL

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

14 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
 15 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
 16 in the Services Paragraph of this Exhibit A to the Agreement. ~~Such reports will also include total bed~~
 17 ~~days, DSH and number of Clients by program.~~ The reports will be received by ADMINISTRATOR no
 18 later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR
 19 must request in writing any extensions to the due date of the monthly required reports. If an extension is
 20 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

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

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

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

15 may expose COUNTY or CONTRACTOR to liability.

16 a) CONTRACTOR must contact ADMINISTRATOR and make aware of any critical
17 incidents at the site.

18 b) Significant Incident Report template within the County of Orange’s Standards of Care for
19 Emergency Shelters must be utilized to submit written and well documented reports to the County
20 within 24 hours of occurrence.

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

23 **V. SERVICES**

24 **A. SCOPE OF SERVICES**

25 **1. Overview**

26 a. Bridges at Kraemer Place (Program) located at 1000 N. Kraemer Pl. Anaheim,
27 will provide emergency shelter services for up to 200 men, women, transgender and non-confirming
participants experiencing homelessness in the North Service Planning Area in Orange County. ~~persons
experiencing homelessness in the North Service Planning Area at any given moment. Bridges at Kraemer Place~~
The Program ~~will include a center that~~ provides supportive and stabilizing services that meet the complex need
of participants. ~~Bridges at Kraemer Place~~ Program will provides a trauma informed, and evidence-based sheltering
program that re-integrates participants back into the community through case management services, community
referrals and linkages to permanent housing.

28 b. Contractor shall perform all services set forth in the program description and will be
29 responsible for administering program funded with federal, state, and local funds, described as follows,
30 in a manner satisfactory to the County and consistent with any required funding standards. All work
31 shall be performed in compliance with all latest applicable codes, standards, and regulations and
guidelines established in ~~Bridges at Kraemer Place in~~ the County of Orange’s Standards of Care for Emergency
Shelters. The Contractor of the ~~Bridges at Kraemer Place~~ Program shall:

- 1) Enter into a renewal ~~three~~ one (1) year operational Contract with the County to operate and provide services associated with the ~~Bridges at Kraemer Place~~ Program.
- 2) Maintain a lease agreement with the County for Bridges at Kraemer Place. The lease shall be for three (3) years with two (2) one-year extension periods on the same terms and conditions of the lease unless the County or Contractor gives the other written notice of its intention to not extend the lease.
- 3) Leverage County funds with other private funding and/or resources for operations and may also include services received on an in-kind basis by Contractor and/or other community partners.

2. Program Description Summary

a. The Program should be designed to be low barrier by having minimal eligibility criteria required at program entry. Emergency shelters should be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management,

Amendment No. 4

Amendment No. 4

to address barriers to housing and economic stability. The Program is to be implemented in a manner that increases equitable service access across Orange County, regardless of where a person is experiencing homelessness.

b. The Emergency Shelter Operations and Services for Individuals shall include the following services at minimum:

i. Receive referrals from the Coordinated Entry System (CES) Bed Reservation System and from County approved referral agencies such as law enforcement, street outreach teams, other County departments. There shall be at minimum one (1) staff member dedicated to overseeing and answering the referral contact number at all times. Referral contact number shall be communicated to all referring agencies and will be answered 24 hours a day, 7 days a week.

ii. Intake and assessment to engage and enroll persons referred by CES who would benefit from an emergency shelter intervention to overcome their homelessness, understanding the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.

iii. Provision of essential services at the Program must include a safe sleeping location and amenities to meet basic personal needs.

iv. Housing-focused case management to support Participants with locating housing options that meet the participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the Individualized Housing and Service Plan. Case management services will be provided to Participants with a goal of once weekly and a minimum of once every two weeks. Case management services, attempts to meet with the Participants and pertinent notes will be documented in the Homeless Management Information System (HMIS).

v. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.

iv. Function as a CES Access points to support participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.

v. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

vii. Services will be recorded in the HMIS in accordance with the adopted Homeless Management Information System (HMIS) Policies and Procedures.

viii. The program will operate twenty-four (24) hours a day, seven (7) days a week with in-person staff coverage.

ix. The Program will be required to execute all items and reporting timeframes within the Standards of Care.

x. Contractor will develop and implement a pet policy that accommodates participants with pets. The pet policy should detail the participants' responsibilities related to the handling and caring of the pet.

xi. Contractor, pursuant to requirements set forth in this Scope of Services and consistent with federal and/or state funding requirements shall provide Emergency Shelter Operations and Services for Individuals experiencing homelessness in the North SPA of Orange County for the term of this Contract.

~~a. Contractor will provide trauma informed emergency shelter services with an emphasis on shelter stabilization and support services to permanent housing. The operator will be responsible for direct service engagement in addition to mobilizing and leveraging community programs through the use of co-location partnerships to meet the stabilization and housing goals for participants. Bridges at Kraemer Place will operate in accordance with the County's Standards of Care, a comprehensive set of administrative, operational and facility based standards designed to support the quality and~~

Amendment No. 4

3. Eligible Population to be Served

a. Contractor is to provide services to individuals experiencing homelessness in the North SPA of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.

~~a. The target population for Bridges at Kraemer Place will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.~~

~~Additionally, individuals seeking shelter in the North Service Planning Area will require a referral to Bridges at Kramer Place by designated partners and complete intake and screening for the program prior to their arrival at Bridges at Kraemer Place. This will ensure a bed is available and determine if the individual is appropriate for the program.~~

4. Referrals and Bed Reservations

a. Referrals to ~~Bridges Program at Kraemer Place~~ will be made ~~by designated partners as agreed by the County and will incorporate the use of the~~ utilizing the Homeless Management Information System (HMIS) Bed Reservation ~~module~~ System. Individuals seeking shelter will be screened for open felony warrants and status as a registered sex offender during the referral process to determine program eligibility.

~~b. The Contractor shall maintain an active referral phone line, 7 days per week at a minimum of 9:00am-5:00pm~~

~~c. The Contractor shall schedule no less than 5 potential referrals per day~~

b. The Contractor shall maintain an active alternative referral process using a phone number and e-mail, 7 days per week at any given moment to ensure additional referrals and intakes for those not matched through the Bed Reservation System. There shall be at all times, a minimum of one (1) dedicated staff member to oversee the alternative referral process, which includes the phone line and e-mail responses and communication. Responses and further intake coordination should be provided to referring agencies within a 30 minute window to ensure successful referrals into the program.

c. The Contractor shall be flexible with referrals and completing intakes 24/7 to ensure potential referrals enter shelter upon need. Scheduling the arrival to the shelter shall be solely based on the individual's needs and interests. The contractor shall schedule no less than 10 potential referrals per day or based on bed availability. Although there is consideration for multiple intakes at one time, potential new participants are welcomed on site and if intakes need to be delayed, those potential new participants shall be allowed to access the site and services until provider staff is ready to complete the intake. Intake needs to be completed within a reasonable time of arriving on site to avoid referring partners and potential new participants from waiting.

d. The Contractor shall maintain open communication with all referring partners to ensure a smooth process into the shelter program for those eligible individuals.

e. The Contractor will track all established set aside bed referrals and provide an update to the County on a daily basis.

~~d. The Contractor will track MHSA set aside bed referrals and provide an update to the County on a monthly basis~~

5. Use of Funds

a. Funds shall be used to provide contracted services and operations of the Program. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency shelter services to Participants and assist in transitioning to permanent housing as quickly as possible.

b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved

Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.

c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement-rich environment in which Participants make connections to supportive services and stable housing.

d. The funds allocated to the Contractor through this contract will support the provision of emergency shelter services and enhanced supportive services to increase linkages to permanent housing. The funds for this contract may include federal, state and local funds which eligible activities would align with the provision of services and operations of the Yale Navigation Center. Contractor will leverage housing navigation services, to reduce the budget burden on the County by XX amount, utilizing other funding sources not limited to any provided in reimbursement basis by CalOptima Health grants. The provider shall engage eligible program participants to ensure services are documented and reimbursement is eligible for such services. If the housing navigation funding and benefits provided by CalOptima to the Contractor stop being reimbursed during the timeframe of the contract, or if it is agreed by the Contractor and the County that there were not enough eligible and willing participants to sign up for the benefit, the County will reimburse any cost incurred by the Contractor to operate the shelter that CalOptima is unable to reimburse for.

Attachment B

~~1 a. The funds allocated to the Contractor through this contract will support the provision of
2 emergency shelter services and enhanced supportive services to increase linkages to permanent housing.~~

~~3 6. Reporting~~

~~4 a. Contractor is required to submit reporting on daily, weekly, and monthly basis in a
5 form acceptable to the County. The reporting shall support the County in evaluating the Contractor's
6 performance as it related to participant data, program linkages and units of services.~~

~~7 b. Contractor will be required to utilize the Homeless Management Information System to
8 comply with HUD's data collection, management, and reporting standards and used to collect client
9 level data and data on the provision of housing and services to homeless individuals at Bridges at
10 Kraemer Place.~~

~~11 c. Contractor will be required to document all case management efforts within 72 hours of
service delivery.~~

~~B. PROGRAM DESCRIPTION~~

~~12 1. Bridges at Kraemer Place will provide trauma informed emergency shelter services with an
13 emphasis on shelter stabilization and support services to permanent housing. Bridges at Kraemer Place
14 will play an integral component to developing vital infrastructure for the Orange County System of Care
15 and providing individualized services to meet the complex needs of those experiencing homelessness.~~

~~16 2. Bridges at Kraemer Place will include services which support the complex needs of
17 participants by providing on-site supportive and stabilizing services. Assessments upon intake shall be
18 completed within 24-72 hours of admittance into Bridges at Kraemer Place. This includes engaging
19 participants in a meaningful and professional manner on a weekly basis, in mutually developing
20 individualized service/housing plans with the goal of permanent housing. The Contractor will be
21 responsible for direct service engagement in addition to mobilizing and leveraging community programs
22 through the use of co-location partnerships to meet the stabilization and housing goals for participants.
23 The Contractor is to provide a trauma informed, and evidence-based emergency sheltering program that~~

~~24 re-integrates participants back into the community through case management and linkage to permanent~~
~~25 housing options.~~

~~26 3. Bridges at Kraemer Place is located at 1000 N. Kramer Pl. Anaheim, California. Bridges at~~
~~27 Kraemer Place is designed to support up to 200 individuals. The facility for Bridges at Kraemer Place~~
~~has been designed to support access for persons with disabilities.~~

28 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1 The target population for ~~Bridges Program at Kraemer Place~~ will be defined by U.S. Department of
Housing and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the
Final Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing
homelessness upon exiting an institution.

- 2 1. Category 1: Literally Homeless
3 Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:
4 a. Has a primary nighttime residence that is a public or private place not meant for human
5 habitation;
6 b. Is living in a publicly or privately operated shelter designated to provide temporary
7 living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for
8 by charitable organizations or by federal, state, and local government programs); or
9 c. Is exiting an institution where (s)he has resided for 90 days or less and who resided in
10 an emergency shelter or place not meant for human habitation immediately before entering that
11 institution.

- 12 2. Category 4: Fleeing/Attempting to flee Domestic Violence
13 Any individual who:

- 14 a. Is fleeing, or is attempting to flee, domestic violence
15 b. Has no other residence; and
16 c. Lacks the resources or support networks to obtain other permanent housing

17 3. Additionally, to meeting the homelessness definition as described above, individuals
18 seeking shelter in the North Service Planning Area will be screened for open felony warrants and status
19 as a registered sex offender. If an individual has an open felony warrant(s) or is a registered sex
20 offender, they will not be eligible for this program.

21 4. ~~Bridges at Kraemer Place~~ Program will work collaboratively with Orange County
Health Care Agency Behavioral Health Services (OC HCA BHS) to access shelter beds (10) reserved for
individuals experiencing homelessness who are enrolled within OC HCA BHS programs. These
participants will be identified by OC HCA BHS and will be individuals who are diagnosed with a
serious and persistent mental illness and receive mental health services.

22
23 C. DESCRIPTION OF SERVICES

- 24 1. Essential Requirements – Contractor shall:

a. The Program will operate twenty-four (24) hours a day, seven (7) days a week, year-
round to ensure availability and accessibility for Individuals experiencing homelessness.

b. Maintain a holiday schedule consistent with County’s holiday schedule, unless
otherwise approved, in advance and in writing, by Administrator. The holiday schedule should still maintain
adequate and minimum staffing levels as set forth by this Contract.

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- c. Operate the Program to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.
- d. Have a 24-hour contact available to Program staff for emergency purposes and communication policies and procedures in place to notify County as appropriate.
- e. Have a 24 hour contact available to County for emergency purposes and to coordinate response as appropriate.
- f. Staffing levels shall maintain at a minimum of four (4) staff on site at all times to ensure safety and access to staff at any given moment.
- g. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc.
- h. Manage the facility as set forth herein and in the lease agreement with the County for Bridges at Kramer Place, and perform all tasks consistent with Table 1, attached hereto.

2. Administrative Management Tasks – Contractor shall:

- a. Work in partnership with County to deliver the services as outlined in the Program by being responsive to the needs of the household eligible for services.
- b. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management plan, staff responsibilities and staff coordination.
- c. Track program costs and ensure eligibility for payment within the funding requirements.
- d. Operate, maintain, coordinate, and staff the resources of the program.
- e. Coordinate with County agencies to provide appropriate supportive services to Participants including but not limited to County Executive Office (CEO), Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).
- f. Coordinate with County agencies, the Orange County CoC and community- based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.
- g. Enter Program data into HMIS or comparable database and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.
- h. Continue to execute a transportation plan that meets the needs of the program participants. Transportation plans must accommodate to a no walk up or walk out model.
- i. Continue to execute a good neighbor policy that supports the surrounding area and community. This includes continuing to be responsive to community concerns, providing education, and engaging stakeholders to ensure the good neighbor policy is executed as contracted.

~~The Contractor will be responsible for the day-to-day operations of Bridges at Kramer Place, on an ongoing basis the Contractor will:~~

- ~~25 — 1. Operate Bridges at Kramer Place 24 hours a day, seven days a week, 365 days a year and~~
- ~~26 — must provide bed management services for current participants at all times.~~
- ~~27 — 2. Provide routine supportive services, at a minimum, Monday through Sunday from 8:00 a.m.~~
- ~~28 — to 5:00 p.m. Weekend and evening hours will be necessary, and Contractor shall modify the hours~~
- ~~29 — of operation to include any additional weekend hours in order to meet participants’ needs as required.~~
- ~~30 — 3. Execute the following core operational activities and responsibilities for Bridges at Kramer~~

- ~~a. Incorporate best and evidenced-based practices, including Housing First, trauma-informed care and harm reduction.~~
- ~~b. Execute shelter services that provide stability and safety for participants, staff, co-located community service providers and volunteers.~~
- ~~c. Facilitate connections to healthcare needs, benefits, and behavioral health services.~~
- ~~d. Provide weekly case management to support mutually developed and individualized service/housing plans to facilitate exits to permanent housing and/or an appropriate higher level of care.~~
- ~~e. Ensure all case management efforts are properly documented in HMIS.~~
- ~~f. Develop and operationalize a robust network of wrap-around services including co-location of services leveraged from community-based program partnerships and volunteer organizations.~~
- ~~g. Maintain programmatic accessibility for all participants ensuring full inclusion of services within the shelter.~~
- ~~h. Manager all shelter bed assignments through the Homeless Management Information System (HMIS) Bed Reservation module~~
- ~~i. Develop and execute a referral network plan that accounts for the organized receipt of participants from the North Service Planning Area in addition to executing a transportation plan that meets the needs of the program participants. Transportation plans must accommodate to a no-walk-up or walk-out model.~~
- ~~j. Continue to execute a good neighbor policy that supports the surrounding area and community. This includes continuing to be responsive to community concerns, providing education, and engaging stakeholders to ensure the good neighbor policy is executed as contracted.~~

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j. Hold a minimum of bi-weekly community meetings with program participants to remind of program rules and expectations as well as receive customer satisfaction feedback.

k. Maintain high food standards by providing nutritional and diverse meals to program participants. CONTRACTOR must be able to accommodate reasonable dietary needs of program participants. A proposed monthly menu must be submitted to the County for review.

3. Execute all items within the County of Orange’s Standards of Care for Emergency Shelters.

a. The County of Orange’s Standards of Care for Emergency Shelters provide a comprehensive set of administrative, operational, facility-based standards designed to support the quality, and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations.

b. Keep and maintain the Facility and any and all improvements now or hereafter constructed and installed on the Facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects. ~~including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling-mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the Facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Facility in a neat, clean, orderly, safe and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.~~

c. Keep facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

d. Staff will be responsible for regularly tracking beds, property, pets, medication and case management needs. Contractor will execute a daily bed count at minimum two times a day. The bed counts will be logged and verified by supervising staff and audited by Management.

i. Staff will ensure participants who are not present for the bed count are documented so appropriate follow-up may be conducted to ensure the participant is located or engaged within 72 hours. Contractor will follow policies and procedures protocol established for individuals not utilizing the program as intended.

e. Maintain a good neighbor Policy that supports the surrounding area and community by being responsive to community concerns, providing education, and engaging stakeholders to ensure the good neighbor policy balances the needs of the surrounding community and the individualized needs of participants residing in the shelter. The Good Neighbor Policy shall include identified staff to respond to outreach concerns in the defined good neighbor zone, and an email address and phone number to be distributed to the community for questions and concerns about operations.

f. Maintain doors and locks in good working order, inform the County of major issues of doors and locks, and the County may address issue at the County's discretion.

g. Maintain gates and exit doors in good working order, inform the County of major service and repair needs, and the County will address maintenance and repair for reasonable wear and tear of gates and exit doors.

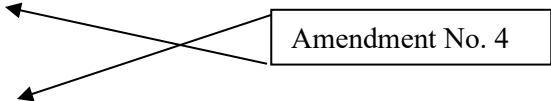
h. Maintain electrical repair/replacement of desk/lamp light bulbs, switches, outlets, etc. Contact the County to address electrical repair/replacement of overhead lighting fixtures, ceiling bulbs, ballasts, and lighting controls.

i. Keep and maintain landscaping and hardscaping.

j. Be responsible for addressing plumbing issues, such as clogs and leaks, etc. The County will address plumbing issues that impact major internal plumbing components of the plumbing system unrelated to external fixtures.

k. Be responsible for upkeeping and maintaining the windows as needed. County is responsible for replacing or repairing major damage to the windows upon request of MERCY HOUSE.

~~landscaping, hardscaping, plumbing systems, fluorescent ceiling mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non structural/above slab elements of the Facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.~~



D. OPERATIONS OF BRIDGES AT KRAMER PLACE

1. Emergency Shelter Operations and Services - Contractor is responsible for the provision of Emergency Shelter Operations and Services to eligible Participants experiencing homelessness in Orange County. Emergency Shelter Operations and Service costs must be eligible and necessary provide safety, temporary shelter services, access to essential services and to help the Participant move as quickly as possible into permanent housing. Contractor shall conduct:

a. The Program will operate at: Bridges at Kraemer Place located at 1000 N. Kraemer Pl, Anaheim, California, in an industrial area, near freeways and within walking distance to public transportation. The Program provides year-round emergency congregate shelter with 200 beds in two dorms for men, women, transgender and non-confirming participants. Participants will gain access to the emergency shelter site through the bed reservation system in HMIS. The Program coordinates referrals from the referral partners including street outreach teams, homeless liaison officers/law enforcement, MHSA, probation and other County approved referring partners.

b. Emergency Shelter Operations and Services will operate in accordance with the Orange County's Standards of Care, a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations.

c. Intake and Assessment: Program must receive referrals from the bed reservation system, and work with street outreach teams, homeless service providers and law enforcement to engage and enroll persons who would benefit from emergency shelter intervention.

i. Program will conduct an assessment to determine the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services best meets the Participants' needs.

ii. Program shall be flexible with referrals and completing intakes 24 hours a day, 7 days a week to ensure potential referrals enter shelter upon need. Scheduling the arrival to the shelter shall be solely based on the individual's needs and interests. The Contractor shall schedule no less than 10 potential referrals per day or based on bed availability. Although there is consideration for multiple intakes at one time, potential new participants are welcomed on site and if intakes need to be delayed, those potential new participants shall be allowed to access the site and services until provider staff is ready to complete the intake. Intake needs to be completed within a reasonable time of arriving on site to avoid referring partners and potential new participants from waiting .

iii. There shall be at all times, a minimum of one (1) dedicated staff member to oversee the alternative referral process, which includes the phone line and e-mail responses and communication. Responses and further intake coordination should be provided to referring agencies within a 30 minute window to ensure successful referrals into the program

iv. Program will track all established set aside bed referrals and provide an update to the County daily

v. Program's intake and assessment process should be flexible based upon the households and referring partner ability. The Contractor must confirm program eligibility per guidelines established and maintain a record of appropriate documentation in support of the eligibility determination process.

d. Provision of Essential Services: At a minimum, the Program must provide a safe sleep location and amenities including sleeping areas, storage of personal belongings, bathrooms, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.

e. Housing-Focused Case Management: Programs must provide services to Participants that support with locating permanent housing options to meet the Participant's needs. Caseloads should be limited to a 20:1 ration at any given time. The following case management activities must be made available to Participants:

i. Program must create an Individualized Housing and Service Plan, in partnership with the Participant, that considers and incorporates the goals of the Participant and focuses on identifying and securing permanent housing as well as other life areas that will support and assist Participants in successfully obtaining and maintaining housing. The Individualized Housing and Service Plan should address specific needs and barriers to housing and track process on established goals and milestones. The Individualized Housing and Service Plan should detail a path to housing stability and support the Participants in maintaining permanent housing after the assistance ends. The Housing Plan should be completed within 30 days of Participant enrollment. Updates to the Housing Plan should be reflected on the physical file or documented in HMIS.

ii. Program must meet face to face with participants on weekly basis or as frequently as needed. Any unsuccessful attempts shall be documented in HMIS to ensure flow of services being provided.

Attachment B
iii. Identification of housing opportunities: Program is expected to work with participants to understand their housing desires and needs and work with them to identify housing opportunities that would best meet their needs.

iv. Program is required to have a network of resources that they can provide referrals and linkages to networks and must include the resources listed below. Referrals and linkages to services and programs that address the needs of individuals should be provided and facilitated on an ongoing basis. Program should also assist with any subsequent follow up from the appointment and/or access to supportive services thus reducing the likelihood for missed appointments and other recidivism, including but not limited to

- a) Physical Health Care
- b) Mental Health Care
- c) Substance Use Treatment
- d) Mainstream Benefits
- e) Employment Services
- f) Legal Services
- g) Credit Counseling
- h) Education

~~1. Administrative Responsibilities~~

~~a. Staffing and Program Oversight~~

~~1) Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for Bridges at Kramer Place. The plan should include staffing, volunteers, meals, security, janitorial and supportive services.~~

~~2) The Program Director shall be directly responsible for the management and supervision of the program. A program Director or equivalent shall be "on call" to appropriately respond to County Program Manager and related staff for emergencies. An emergency contact list will be maintained and distributed to include 24-hour emergency phone numbers.~~

~~b. File Maintenance and Documentation~~

~~1) Operator shall prepare all applicable files and perform all administrative management tasks, as indicated in the Standards of Care.~~

~~2) Operator shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.~~

~~3) Records providing a full description of each activity undertaken;~~

~~4) Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and~~

~~5) Other records necessary to document compliance with Subpart K of 24 CFR 570.~~

~~e. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the County within thirty (30) days after the date received by the Operator.~~

~~d. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.~~

2. Essential services that address the needs of specialized populations, including but not limited to transitional aged youth, victims of domestic violence, dating violence, sexual assault, or stalking, and veterans.

a. Housing Navigation Services to support the Participant in identifying available housing units and resources.

b. Housing Navigation Services should focus on permanent housing options that are affordable and sustainable for the Participants, including but not limited to shared housing, room for rent, family reunification, etc. This includes strong collaboration and coordination with other homeless services providers, including those that actively participate in the CES, the Orange County CoC and non-traditional partners.

c. Function as a CES Access Point to support Participants in accessing CES through the completion of an assessment, the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition. Program must actively participate in relevant Coordinated Entry System meetings and participate in case conferencing.

d. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in the North SPA and countywide to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs. This will support in the coordination and monitoring of other needs and engagement processes for the Participant as well as measuring progress on the Individualized Housing and Service Plan.

i. Services will continue to be provided to the Participant while working to secure housing and enrolled in another homeless service system program aimed at providing that support, such as rapid rehousing or permanent supportive housing. The Participant may have several case managers at one point depending on the supportive services being accessed, as such the Program is expected to work collaboratively with others for the benefit of the Participants. The goal of the Program is to ensure care coordination, continuity of services to ensure permanent housing and ongoing housing stability. The Program is to case conference and collaborate with other case managers providing services to the Participant.

ii. Services, referrals and linkages to benefits and other resources will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures. This includes timely and appropriate data input in HMIS, including progress notes after each engagement and/or case management session with a Participant.

iii. All HMIS data should be entered within 72 hours of services provided, including client level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

iv. Monitoring of Operator Performance Achievement will be gathered through HMIS data entry submitted to the CEO on a monthly basis.

v. The Program is to provide services to Participants animals and/or pets residing within the shelter. These services can be provided through a contracted vendor and should include but not limited to; food, examination of animal health upon entry and throughout enrollment, spay/neutering services, vaccinations, treatments for injuries/health issues and pet owner education, etc.

e. Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested by the participant, to ensure the safety and wellbeing of the participant.

~~2. Site Management Responsibilities~~

~~a. Provide supervision of participants including intake, registration, access to shelter services and amenities including sleeping areas, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.~~

~~b. Provide trained security personnel for the safety of participants and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons,~~

~~etc.
e. Provision of janitorial services to clean and disinfect all areas of the facility including all areas utilized by participants, shelter, multi-service center, and office space and keep a schedule for regular facility maintenance and cleaning.~~

3. Administrative Responsibilities

Site Management Responsibilities

Amendment No. 4

a. Provide supervision of participants including intake, registration, access to shelter services and amenities including sleeping areas, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.

b. Provide site monitoring of the entire Program location and document the results of the site monitoring at all times.

i. Documentation of security personnel and staff rounds throughout the site as well as verification of those rounds must be completed. Maintain the documentation in well organized logs and ensure the logs are verified by staff and audited by Management.

c. Provide trained security personnel for the safety of participants and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc.

i. Security personnel will monitor all areas of the site including but not limited to, dorms, restrooms, common areas, and outdoor spaces.

ii. All program participants will be searched upon entry into the site to ensure safety of all other participants and staff.

d. Provision of janitorial services to clean and disinfect all areas of the facility including all areas utilized by participants, shelter, multi-service center, and office space and keep a schedule for regular facility maintenance and cleaning.

e. Provide on-going training to front line staff on data entry, case management documentation, referrals and linkages to services, and all evidence-based practices to ensure safe and adequate delivery of services.

f. Ensure internal quality assurance is completed on a quarterly basis, at minimum. This will ensure internal monitoring of participant charts/case files, identification of gaps in services and quality of documentation of services.

g. A Program Director or equivalent shall be "on call" to appropriately respond to County Program Manager and related staff for emergencies. An emergency contact list will be maintained and distributed to include 24-hour emergency phone numbers.

~~3. Program Administration~~

~~a.—Participation in the Homeless Management Information System (HMIS) is required for Bridges at Kramer Place. HMIS participation will support the Contractor in complying with HUD’s data collection, management, and reporting standards and used to collect client level data and data on the provision of housing and services to homeless.~~

~~1) Contractor must comply with all applicable policies and procedures for the Orange County HMIS.~~

~~2) Contractor must implement and utilize live bed reservation module with HMIS to track utilization and report availability.~~

~~-b.—Coordinated Entry System (CES) streamlines access and referral to services and housing using standardized tools and practices ensuring that all people experiencing a housing crisis have fair and equal access and prioritizes homeless assistance for those with the most severe needs. CES assessment for each program participant must be completed at program intake as it is a requirement of this contract.~~

~~1) Contractor must comply with all applicable procedures for the Orange County CES, based on their identified role as an Access Point or CES Participating Agency.~~

~~2) Contractor must accept referrals and/or matches from the Orange County CES, in accordance with any guidance or policies set forth by the Office of Care Coordination and/or Orange County CoC.~~

~~c. Case Management provided by the Contractor will assess the participants' needs at program intake, develop Individual Service Plans (ISPs) to identify housing and health goals, and navigate public and private systems to access critical resources (e.g., eligible benefits, medical homes, and identification). Contractor will follow a Housing First approach that prioritizes permanent homes followed by access to voluntary supportive services such as medical and mental healthcare, substance use services, benefits assistance, and legal aid, which promote long-term stability.~~

~~1) Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested by the participant, to ensure the safety and wellbeing of the participant.~~

~~2) Case managers will be responsible for regularly tracking beds, property, pets, medication, and case management needs.~~

~~d. Contractor will provide financial stability services to participants. This will include workforce re-entry via Individual Employment Plans (IEPs), job training and linkage services, resume building and interview practice workshops, job retention services, and financial literacy. Additionally, Contractor will help participants for public benefits by helping determine eligibility, complete paperwork, and make and attend appointments.~~

~~e. Contractor will coordinate supportive and stabilizing services which supports the complex needs of participants at Bridges at Kramer Place. These supportive services should include housing linkages, case management, medical and mental healthcare, employment training, benefits advocacy, and other services to help individuals experiencing homelessness secure and stably maintain their homes.~~

~~1) Contractor will leverage expansive provider partnerships to ensure our clients have the resources and supportive services they need to succeed in permanent housing. These partnerships may be formalized through a Memorandum of Understanding outlining expectations and services to be provided.~~

~~f. Contractor will develop and implement a pet policy that accommodates participants with pets. The pet policy should detail the participants' responsibilities related to the handling and caring of the pet.~~

~~g. Contractor will also provide essential facility services to participants that promote stability such as mail services, laundry services, telephone access, janitorial services, routine maintenance, utilities, etc.~~

~~h. Contractor will maintain an hourly schedule to clean and disinfect frequently used and touched surfaces such as; restrooms, common areas, door handles, eating areas, etc.~~

4. Bridges at Kraemer Place Emergency Shelter- Good Neighbor Policy

~~The Bridges at Kramer Place Emergency Shelter will operate in accordance with the County of Orange's Standards of Care for Emergency Shelter Providers. The Shelter Operator is committed to communication with neighbors on an ongoing basis. As part of this commitment, the Shelter Operator will help facilitate Community Forums, effective July 1, 2021 and thereafter.~~

a. ~~As part of the implementation of the~~ Contractor is responsible for ~~continuing the~~ established Good Neighbor Policy, please see attached Good Neighbor Policy. The Good Neighbor Policy fosters strong community engagement and supports the long-term success of Bridges at Kraemer Place. The Shelter Operator supports the neighbors through clean-ups, routine neighborhood walkthroughs and outreach efforts to limit impact around the neighborhood and redirect participants to the shelter. The Contractor is responsible for:

i. Establishing communication and coordination with neighborhood residents, local businesses, and other vested stakeholders on an on-going basis.

ii. The Shelter Operator will provide information about the program to the public and respond to public inquiries by community members and stakeholders. From 9:00 am to 5:00 pm, the Shelter Operator will have staff available to respond to inquiries that come in. During off hours, the community will be able to leave a message with the Shelter Operator and receive a response during business hours the following day. As well as establishing a webpage where all ~~Bridges at Kramer Place Program~~ related information and Frequently Asked Questions will provide answers to community concerns.

~~B.— Establishing communication and coordination with local police and fire departments to support the program implementation and operations of Bridges at Kraemer Place.~~

~~a.— The intention of the Shelter Operator is to act as self-sufficiently as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are properly trained to manage and respond to situations that may occur.~~

~~—1. Security officers stationed both on-site and at the designated bus/shuttle pick up/drop off locations.~~

~~—2. Coordinate on-site medical provider to respond to participants minor medical needs~~

~~—3. Designate beds for law enforcement (20 beds)~~

~~—4. The Shelter Operator will work with street outreach providers and law enforcement to engage persons experiencing homelessness within the surrounding area to connect them to available emergency shelter beds and other available supportive services.~~

~~C.— The Shelter Operator will have a team that will canvas the neighborhood to identify and address issues related to the Bridges at Kraemer Place.~~

~~a.— Complete regular neighborhood patrol to monitor .5 mile radius around the shelter perimeter (minimum of 4 days per week).~~

~~b.— Prevent, address and document issues of loitering, encampments, unauthorized parking of participant vehicles in the neighborhood, abandoned property.~~

~~c.— All litter and trash items related to the Program are removed from the area and properly disposed.~~

~~d.— Any individual(s) not enrolled in the program and observed attempting to walk up to interact with program participants or staff, will be approached immediately and redirected to other service sites or community programs.~~

~~—e.— Unauthorized parking of client vehicles in the neighborhood are subject to towing~~

~~1) Parking at the site will be limited for program participants.~~

~~2) All program participants seeking to park on site must demonstrate proper documentation including driver's license, active car insurance, and active car registration.~~

~~f.— Shelter Operator will contact city-designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property.~~

~~D.— The Good Neighbor Policy must foster strong community engagement that supports the long-term success of the Bridges at Kraemer Place Emergency Shelter.~~

~~a. Engagement with key stakeholders (i.e. service providers, neighborhood councils, cities, County and leaders, faith groups, and first responders).~~

~~b. The operation of Bridges at Kraemer Place shall be for the advancement of the Homeless Continuum of Care system, as a whole.~~

~~E. The Shelter Operator must foster strong Community Involvement and participate in City and county wide community events.~~

~~a. If feasible, the Shelter Operator shall attend meetings of the local Neighborhood Associations and local Chamber of Commerce when invited.~~

E. Community Advisory Board –

1. The Shelter Operator, in consultation with the Director of the Office of Care Coordination, shall establish and maintain a Community Advisory Board (CAB). The CAB will provide a review of the operations of the Program, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter participants about the operation of the Program.

2. The Community Advisory Board shall be composed to represent different stakeholders and interests. The composition of this board shall include:

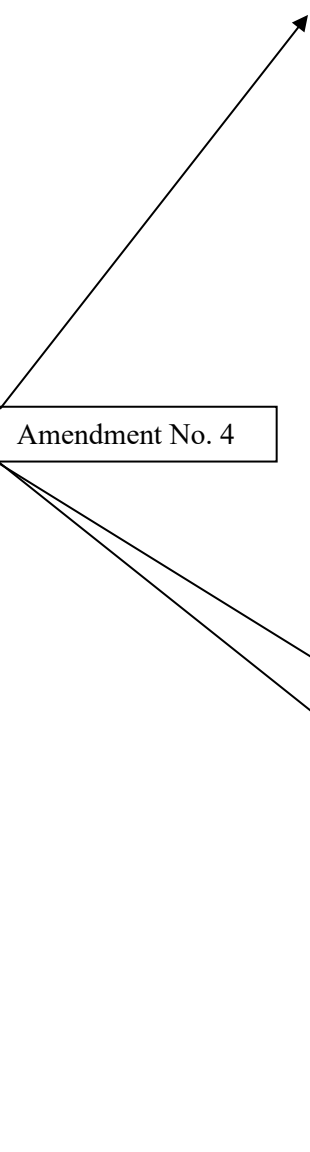
- a. One (1) representative appointed by the Orange County Board of Supervisors.
- b. Thirteen (13) representative(s) appointed by local City Councils of the North County Service Planning Area (SPA). Appointments shall represent each of the currently existing cities in the SPA.
- c. One (1) representative(s) appointed by the local Chief of Police.
- d. One (1) representative appointed by the local Neighborhood Association.
- e. One (1) representative appointed from the local business association or Chamber of Commerce.
- f. One (1) representative appointed by the local school district.
- g. One (1) representative appointed by the Commission to End Homelessness.

3. The Shelter Operator, in consultation with the Director of the Office of Care Coordination or designee, is responsible for ensuring that other mechanisms exist to receive public input and feedback on the operation of the facility and any impacts it is having on the surrounding community. Such mechanisms may include other ad hoc committee meetings with the approval of the Office of Care Coordination.

4. The Community Advisory Board shall meet quarterly. Ad Hoc meetings shall be scheduled as necessary. ~~Accountability and Grievance Process and Policies~~ - The Community Advisory Board plays a big role in the on-going review of the Shelter Operator’s ability to effectively administer its Operational Plan and Good Neighbor Policy. In the event that the Community Advisory Board finds concerns over the Contractor’s implementation of the ~~program~~ Program, the following processes and policies shall be enacted to allow the Contractor to make corrective actions toward such grievances:

- a. The Shelter Operator and Advisory Board shall create an action plan to resolve the issues by the next regularly scheduled Advisory Board meeting.
- b. The action plan’s outcomes shall be reviewed at the next meeting to determine the status of the action plan.
- c. If the issue has not been resolved, but the Shelter Operator has provided evidence of efforts to follow the course of actions outlined on the plan, they shall be given an additional 90-days to enact an alternative plan;

Amendment No. 4



- d. If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint shall be sent to the Office of Care Coordination for further follow up.

F. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this contract and ensure a shelter flow that prioritizes participant housing goals and exits to permanent housing.
 - a. Occupancy: Contractor will maintain an average occupancy of ~~95~~ 90% or above.
 - b. Of the Participants enrolled in the program during the reporting period, 90% of participants will be connected to the CES within 30 days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get program participants in the community queue within 10 days of shelter entry or as fast as possible.
 - c. Exits to permanent housing: A minimum of 30 ~~25%~~ of all participants exit to a permanent housing destination upon shelter program exit.
 - d. Services: A minimum of ~~75%~~ 95% of all participants will engage in the development of service/housing plans to include housing, medical, behavioral health, benefits, and/or employment services.
 - e. At minimum, 15% of participants increased their income while enrolled in the shelter and/or at the time of their program exit.
2. On an annual basis, at minimum, the Program must solicit participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
3. The County shall monitor the performance of Contractor against the goals, outcomes, milestones, and performance standards required herein including the Standards of Care. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may take further steps to address and remedy by creating an action plan for the non-compliance findings. If the Contractor does not comply with the plan of action, steps shall be taken to terminate the Contract. If action to correct such substandard performance is not taken by Operator within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.
4. County shall periodically evaluate Operator's progress in complying with the terms of this Contract.
5. Operator shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Operator.

Amendment No. 4

G. REPORTING REQUIREMENTS

1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the ~~tenth (10)~~ twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. ~~Reports shall indicate detailed efforts on housing program participants, and program outcomes reflecting plans to transition out of emergency shelter.~~

Contractor will provide the County with a monthly report that utilizes CalOptima data to reflect the progress made towards achieving the housing navigation services goal, funded by the CalOptima Health grant, established between the Contractor and the County. The monthly report reflecting housing navigation services funded by CalOptima Health grants, will include all Yale Navigation Center participants the Contractor is receiving reimbursement for by CalOptima. Contractor will be required to utilize the ~~Homeless Management Information System~~ HMIS to ~~comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals at Bridges at Kramer Place.~~ support with data collection, management, and reporting standards and used to collect participant-level data. ~~Contractor must provide a minimum of one (1) performance report for Bridges at Kraemer Place for a period no less than twelve (12) months as a condition of funding.~~

2. Contractor is required to submit reporting at regular intervals to County that details the following broken down by:
 - i. Total number of eligible households that receive assistance;
 - ii. Composition of the households – demographics, size and type;
 - iii. Number of unduplicated Participants served;
 - iv. Caseload movement;
 - v. Financial assistance expenditures;
 - vi. Length of assistance;
 - vii. Number of Participants exits and exit types;
 - viii. CES status – total number referrals received from the CES program and related
 - ix. status;
 - x. Individualized Housing and Service Plan status – total number of plans
 - xi. established with Participants and related progress towards completion; and
 - xii. Income increases for Participants.

Amendment No. 4

F. FILE MAINTENANCE AND DOCUMENTATION

1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
3. Records providing a full description of each activity undertaken.
4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

VI. STAFFING

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

- 1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
- 2. Maximize the use of the allocated funds;
- 3. Ensure timely and accurate reporting;
- 4. Maintain appropriate staffing levels;
- 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.

Amendment No. 4

~~6. Ensure all efforts are being made to hire staff with cultural competence and linguistic skills that reflect the cultural make up of Orange County's population.~~

~~7. All staff should complete training as detailed within the County of Orange Standards of Care for Emergency Shelters.~~

~~8. Ensure staff are not on any formal or informal supervision;~~

- 6. Effectively communicate and monitor the program for its success;
- 7. Maintain communication between the CONTRACT key staff and Program Administrators;

and,

- 8. Act quickly to identify and solve problems.

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

~~Staff shall be available on site, seven (7) days per week for each site(s). Staffing pattern shall provide for at least 4 staff members to be on duty for twenty four (24) hours a day, seven (7) days a week, unless otherwise approved by the ADMINISTRATOR. Intake staff shall be available during contracted referral time frame. Staff shall be available during normal working hours.~~

~~C. Staff shall ensure that all program sites are well maintained, hazard free, and food is supplied.~~

~~D. Experience with the target population is preferred. Staff should be trained to recognize signs of decompensation and be prepared to provide the appropriate level of intervention as needed.~~

~~E. Minimum of one (1) staff will work with the participants to apply for available housing units. The staff should work closely with any Housing Navigators working with the target population and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as developing housing leads, identifying landlords willing to work with the population, creating suitable~~

~~1 housing options from available stock, working with landlords to develop positive relationships, assisting
 2 participants to be document ready for housing interviews, and assisting with transportation for housing
 3 search purposes. Staff will meet with property managers, coach residents to be successful when meeting
 4 with potential property managers and prepare them for moving into a unit. Staff may also work to
 5 develop shared housing options for participants. Staff will work in collaboration with the participants'
 6 assigned case manager to ensure both parties are aware of one another's efforts and progress. Caseloads
 7 should be limited to twenty-five (25) participants per case manager at any given time.~~

~~8 F. If participants are not connected to supportive services, one (1) or more support staff will assist
 9 the participants with linkage to supportive services. This includes assisting Case Managers, who will
 10 obtain records needed for benefits acquisition. Staff will also assist with all housing search activities as
 11 described above.~~

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

Amendment No. 4

| <u>ADMINISTRATION</u> | Periods 1 | Period 2 | Period 3 | Period 4 |
|-----------------------------------|-------------|-------------|-------------|-------------|
| <u>FTEs</u> | | | | |
| Chief Executive Officer | .05 | .05 | .05 | .05 |
| Deputy Chief Executive Officer | | | | .08 |
| Chief Operating Officer | .08 | .08 | .08 | .15 |
| Chief Program Officer | .15 | .15 | .15 | .15 |
| Chief Strategy and Compliance | | | | |
| Officer | .05 | .05 | .05 | .05 |
| Controller | .05 | .05 | .05 | 0.0 |
| Chief Financial Officer | | | | .05 |
| Human Resources Director | .13 | .13 | .13 | .13 |
| Grant Supervisor | .13 | .13 | .13 | .05 |
| Accounting Manager | .13 | .13 | .13 | .05 |
| Data Manager | .10 | .10 | .10 | .10 |
| HR Specialist | .13 | .13 | .13 | .13 |
| Emergency Services Administrator | .10 | .10 | .10 | .10 |
| Director of Emergency Services | .13 | .13 | .13 | .13 |
| OC Regional Director of Emergency | | | | |
| Services | .15 | .15 | .15 | .15 |
| Accounts Receivable Specialist | | | | .25 |
| Accounts Payable Specialist | .25 | .25 | .25 | .15 |
| Volunteer Specialist | .50 | .50 | .50 | 0.0 |
| Community Engagement Specialist | | | | .50 |
| Fleet Manager | .10 | .10 | .10 | .10 |
| Data Specialist | 1.0 | 1.0 | 1.0 | 1.0 |
| SUBTOTAL ADMINISTRATION | 3.23 | 3.23 | 3.23 | 3.37 |

| <u>PROGRAM</u> | | | | |
|-------------------------------|--------------|--------------|--------------|--------------|
| Program Manager | 1.0 | 1.0 | 1.0 | 1.0 |
| Senior Site Lead | 1.0 | 1.0 | 1.0 | 1.0 |
| Site Lead | 2.0 | 2.0 | 2.0 | 2.0 |
| Overnight Site Lead | | | | 1.0 |
| Navigation Supervisor | | | | 1.00 |
| Lead Navigator | 1.0 | 1.0 | 1.0 | 0.0 |
| Housing Navigator | 5.5 | 5.5 | 5.5 | 8.0 |
| Reservation Specialist | 1.4 | 1.4 | 1.4 | 1.0 |
| Logistics Coordinator | 7.7 | 7.7 | 7.7 | 9.60 |
| Overnight Logistics | 4.2 | 4.2 | 4.2 | 3.50 |
| Maintenance Specialist | .20 | .20 | .20 | 0.0 |
| Janitorial Specialist | 3.0 | 3.0 | 3.0 | 0.0 |
| Driver Supervisor | | | | 1.0 |
| Shuttle Driver | 5.28 | 5.28 | 5.28 | 5.60 |
| Monitors | 5.43 | 5.43 | 5.43 | 0.0 |
| Safety Coordinator | | | | 5.60 |
| SUBTOTAL PROGRAM | 37.71 | 37.71 | 37.71 | 40.30 |
| SUBTOTAL SUBCONTRACTOR | 8.42 | 8.42 | 8.42 | 8.42 |
| TOTAL FTEs | 49.36 | 49.36 | 49.36 | 43.67 |

| | | |
|----|--|-------------|
| 16 | <u>ADMINISTRATION</u> | <u>FTEs</u> |
| 17 | Chief Executive Officer | .05 |
| 18 | Chief Operating Officer | .08 |
| 19 | Chief Program Officer | .15 |
| 20 | | |
| 21 | Chief Strategy and Compliance Officer | .05 |
| 22 | Controller | .05 |
| 23 | Human Resources Director | .13 |
| 24 | Grant Supervisor | .13 |
| 25 | Accounting Manager | .13 |
| 26 | Data Manager | .10 |
| 27 | | |
| 28 | HR Specialist | .13 |
| 29 | Emergency Services Administrator | .10 |
| 30 | Director of Emergency Services | .13 |
| 31 | OC Regional Director of Emergency Services | .15 |
| 32 | Accounts Payable Specialist | .25 |
| 33 | Volunteer Specialist | .50 |
| 34 | | |
| 35 | Fleet Manager | .10 |
| 36 | Data Specialist | 1.0 |
| 37 | SUBTOTAL ADMINISTRATION | 3.23 |

| | | |
|----|-------------------------------|--------------|
| 1 | <u>PROGRAM</u> | |
| 2 | Program Manager | 1.0 |
| 3 | Senior Site Lead | 1.0 |
| 4 | Site Lead | 2.0 |
| 5 | Lead Navigator | 1.0 |
| 6 | | |
| 7 | Housing Navigator | 5.5 |
| 8 | Reservation Specialist | 1.4 |
| 9 | Logistics Coordinator | 7.7 |
| 10 | Overnight Logistics | 4.2 |
| 11 | Maintenance Specialist | .20 |
| 12 | Janitorial Specialist | 3.0 |
| 13 | | |
| 14 | Shuttle Driver | 5.28 |
| 15 | Monitors | 5.43 |
| 16 | SUBTOTAL PROGRAM | 37.71 |
| 17 | SUBTOTAL SUBCONTRACTOR | 8.42 |
| 18 | | |
| 19 | TOTAL FTEs | 49.36 |

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

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

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EXHIBIT B
 TO THE CONTRACT FOR PROVISION OF
 BRIDGES AT KRAEMER PLACE YEAR-ROUND EMERGENCY SHELTER SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MERCY HOUSE LIVING CENTERS
 JULY 1, 2021 THROUGH JUNE 30, ~~2024~~ 2025

Amendment No.4

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

14 B. TERMS OF CONTRACT

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

20 2. Responsibilities of CONTRACTOR

21 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

36 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
37 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

1 or security incident. CONTRACTOR agrees to give notification of any breach of unsecured DHCS PI
2 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
3 B to the Contract.

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

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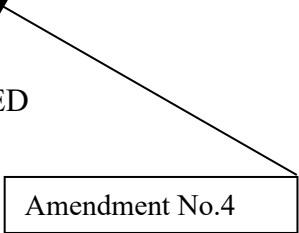
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1 EXHIBIT C
2 TO THE CONTRACT FOR PROVISION OF
3 BRIDGES AT KRAEMER PLACE YEAR-ROUND EMERGENCY SHELTER SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 MERCY HOUSE LIVING CENTERS
8 JULY 1, 2021 THROUGH JUNE 30, ~~2024~~ 2025

9
10 **I. STANDARDS OF CARE**
11 STANDARDS OF CARE DOCUMENT TO BE ATTACHED

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