

1 CONTRACT FOR PROVISION OF  
2 COVID-19 RESPONSIVE HOMELESS SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 INTERVAL HOUSE  
7 MAY 1, 2021 THROUGH JUNE 30, 2022  
8

9 This Contract entered into this May 1, 2021 (effective date), is by and between the COUNTY OF  
10 ORANGE, a political subdivision of State of California (COUNTY), and Interval House, a California  
11 nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred  
12 to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the  
13 Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").  
14

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

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19  
18 Responsive Homeless Services described herein to individuals experiencing homelessness in the Central  
19 Service Planning Area of Orange County; and

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

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

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**ATTACHMENT A**

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1 **REFERENCED CONTRACT PROVISIONS**

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3 **Term:** May 1, 2021 – June 30, 2022  
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7 **Maximum Obligation:** \$176,088  
8

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

13  
14  
15 **Payment Method:** Monthly in Arrears  
16

17  
18  
19 **CONTRACTOR DUNS Number:** 113510176  
20

21  
22  
23 **CONTRACTOR TAX ID Number:** 95-3389113  
24

25  
26  
27 **Notices to COUNTY and CONTRACTOR:**  
28

29	<b>COUNTY:</b>	County of Orange	<b>CONTRACTOR:</b>	Interval House
30		Health Care Agency		6615 E. Pacific Coast Hwy., Ste. 170
31		Contract Services		Long Beach, CA 90803
32		405 West 5th Street, Suite 600		
33		Santa Ana, CA 92701-4637		

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## I. ACRONYMS

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

1		
2		
3		
4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. CalWORKs	California Work Opportunity and Responsibility for Kids
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CES	Coordinated Entry System
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. COC	Continuum of Care
13	J. COI	Certificate of Insurance
14	K. CPA	Certified Public Accountant
15	L. DRS	Designated Record Set
16	M. EEOC	Equal Employment Opportunity Commission
17	N. EOC	Equal Opportunity Clause
18	O. FFS	Fee For Service
19	P. FSC	Family Solutions Collaborative
20	Q. FTE	Full Time Equivalent
21	R. GAAP	Generally Accepted Accounting Principles
22	S. HCA	County of Orange Health Care Agency
23	T. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24		Law 104-191
25	U. HMIS	Homeless Management Information System
26	V. HSC	California Health and Safety Code
27	W. HUD	U.S. Department of Housing and Urban Development
28	X. MH	Mental Health
29	Y. MHSA	Mental Health Services Act
30	Z. OCR	Federal Office for Civil Rights
31	AA. OIG	Federal Office of Inspector General
32	AB. OMB	Federal Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. P&P	Policy and Procedure
35	AE. PA DSS	Payment Application Data Security Standard
36	AF. PATH	Projects for Assistance in Transition from Homelessness
37	AG. PC	California Penal Code

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

## **II. ALTERATION OF TERMS**

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

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

## **III. ASSIGNMENT OF DEBTS**

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

## **IV. COMPLIANCE**

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

36 //

37 //

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

35  
36 **V. CONFIDENTIALITY**

37 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any

1 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
2 regulations, as they now exist or may hereafter be amended or changed.

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

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

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

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

## 21 22 **VI. CONFLICT OF INTEREST**

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

## 31 32 **VII. CORRECTIVE ACTION PLAN**

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

1 reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the  
 2 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a  
 3 material breach and be grounds for termination of this Contract.

#### 4 5 **VIII. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

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

32  
33 Signed \_\_\_\_\_  
34 Name \_\_\_\_\_  
35 Title \_\_\_\_\_  
36 Date \_\_\_\_\_"  
37

**IX. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

**X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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



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

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

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

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

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

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

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

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

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

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

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

### 12 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

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

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

## 6 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 17 **XIII. EQUIPMENT**

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

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

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
36 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in  
37 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it



1 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

#### 20 21 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

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

#### 32 33 **XV. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

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

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

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

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

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

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

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

37 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of

1 this Contract, the COUNTY may terminate this Contract.

2 F. QUALIFIED INSURER

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

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

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

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

29 H. REQUIRED COVERAGE FORMS

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

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

34 I. REQUIRED ENDORSEMENTS

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

37 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least

1 as broad naming the County of Orange, its elected and appointed officials, officers, agents and  
2 *employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***  
3 ***WRITTEN CONTRACT.***

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

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

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

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

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

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

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

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

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

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

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

36 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven  
37 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the

1 CONTRACT may be terminated by COUNTY without penalty.

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

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

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

14 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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



**XVI. INSPECTIONS AND AUDITS**

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

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

16 C. AUDIT RESPONSE

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

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

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

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

36 //

37 //

**XVII. LICENSES AND LAWS**

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

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

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

**XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

1 and electronic media such as the Internet.

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

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

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

#### 17 18 **XIX. MAXIMUM OBLIGATION**

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

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

#### 23 24 **XX. MINIMUM WAGE LAWS**

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

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

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



1  
2 **XXI. NONDISCRIMINATION**

3 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
 37 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as

1 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
2 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
3 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
4 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
5 with succeeding legislation.

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

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

15  
16 **XXII. NOTICES**

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

- 19 1. When written and deposited in the United States mail, first class postage prepaid and  
20 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by  
21 ADMINISTRATOR;  
22 2. When faxed, transmission confirmed;  
23 3. When sent by E-Mail; or  
24 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
25 Service, or any other expedited delivery service.

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

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

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

36 //

37 //

**XXIII. NOTIFICATION OF DEATH**

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

**XXV. PARTICIPANT’S RIGHTS**

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

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

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

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

## 10 **XXVI. PAYMENT CARD COMPLIANCE**

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

## 20 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### 30 **XXVIII. RESEARCH AND PUBLICATION**

31 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
 32 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for  
 33 publication.  
 34

### 35 **XXIX. REVENUE**

36 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
 37

1 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.  
 2 Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

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

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

### 11 **XXX. SEVERABILITY**

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

### 18 **XXXI. SPECIAL PROVISIONS**

19 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
 20 purposes:  
 21

- 22 1. Making cash payments to intended recipients of services through this Contract.
- 23 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
 24 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
 25 use of appropriated funds to influence certain federal contracting and financial transactions).
- 26 3. Fundraising.
- 27 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
 28 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
 29 Directors or governing body.
- 30 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
 31 body for expenses or services.
- 32 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
 33 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
 34 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 35 7. Paying an individual salary or compensation for services at a rate in excess of the current  
 36 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
 37 Schedule may be found at [www.opm.gov](http://www.opm.gov).

- 1 8. Severance pay for separating employees.
- 2 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 3 codes and obtaining all necessary building permits for any associated construction.
- 4 10. Supplanting current funding for existing services.
- 5 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 6 shall not use the funds provided by means of this Contract for the following purposes:
- 7 1. Funding travel or training (excluding program-related mileage or parking).
- 8 2. Making phone calls outside of the local area unless documented to be directly for the
- 9 purpose of Participant care.
- 10 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 11 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 12 contribute to the quality of services to be provided pursuant to this Contract.
- 13 5. Purchasing or improving land, including constructing or permanently improving any
- 14 building or facility, except for tenant improvements.
- 15 6. Providing inpatient hospital services or purchasing major medical equipment.
- 16 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 17 funds (matching).
- 18 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 19 CONTRACTOR's Participants outside of program Scope of Services.

20  
21 **XXXII. STATUS OF CONTRACTOR**

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

33  
34 **XXXIII. TERM**

35 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of  
36 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the  
37 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this



1 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond  
2 this term, including but not limited to, obligations with respect to confidentiality, indemnification,  
3 audits, reporting, and accounting.

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

6  
7 **XXXIV. TERMINATION**

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

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

13 1. The loss by CONTRACTOR of legal capacity.

14 2. Cessation of services without cause.

15 3. The delegation or assignment of CONTRACTOR's services, operation or administration  
16 without the prior written consent of COUNTY.

17 4. The neglect by any licensed person employed by CONTRACTOR of any duty required  
18 pursuant to this Contract.

19 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
20 this Contract.

21 6. The continued incapacity of any licensed person to perform duties required pursuant to this  
22 Contract.

23 7. Unethical conduct or malpractice by any physician or licensed person providing services  
24 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
25 removes such licensed person from serving persons assisted pursuant to this Contract.

26 **C. CONTINGENT FUNDING**

27 1. Any obligation of COUNTY under this Contract is contingent upon the following:

28 a. The continued availability of federal, state and County funds for reimbursement of  
29 COUNTY's expenditures, and

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

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

36 D. In the event this Contract is suspended or terminated prior to the completion of the term as  
37 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its

1 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced  
2 term of the Contract.

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

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

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

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

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

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

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

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

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

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

### 29 **XXXV. THIRD PARTY BENEFICIARY**

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

### 34 **XXXVI. WAIVER OF DEFAULT OR BREACH**

35 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
36 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
37 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any

1 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
2 Contract.

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

3  
4 INTERVAL HOUSE

5  
6 DocuSigned by:  
7 BY: Carol Williams DATED: 3/25/2021  
8 CFAAB1E63875475...

9 TITLE: Executive Director

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

14  
15  
16  
17 COUNTY OF ORANGE

18  
19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 HEALTH CARE AGENCY

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

29  
30 DocuSigned by:  
31 BY: Massoud Shamel DATED: 3/25/2021  
32 79055CA571A94F8...  
33 DEPUTY

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

EXHIBIT A  
TO THE CONTRACT FOR PROVISION OF  
COVID-19 RESPONSIVE HOMELESS SERVICES  
IN THE CENTRAL SERVICE PLANNING AREA  
BETWEEN  
COUNTY OF ORANGE  
AND  
INTERVAL HOUSE

MAY 1, 2021 THROUGH JUNE 30, 2022

**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. Access Point refers to the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness

2. Admission means documentation, by CONTRACTOR, of completion of the entry and program enrollment into HMIS.

3. Case Management means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.

4. Client or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who is experiencing homelessness in Orange County.

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

6. CES Community Queue refers to a list of eligible participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

7. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they

1 move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and  
2 prevent a return to homelessness.

3 8. Data Collection System means software designed for collection, tracking and reporting  
4 outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection  
5 system utilized is the Homeless Management Information System (HMIS); however, victim service  
6 providers utilize comparable Data Collection Systems.

7 9. Engagement means the process by which a trusting relationship between worker and  
8 Participant(s) is established with the goal to link the individual(s) to the appropriate services, including  
9 street outreach, emergency shelter and housing programs. Engagement of Participant(s) is the  
10 objective of a successful Outreach.

11 10. Homeless Management Information System (HMIS): A database mandated by the U.S.  
12 Department of Housing and Urban Development used to collect participant-level data on the provision  
13 of housing and supportive services to individuals and families at risk of homelessness or experiencing  
14 homelessness.

15 11. Housing Navigation is community-based, solution-focused strategy that assist participants  
16 with complex and frequent occurring issues that prevent them from accessing and maintaining stable  
17 housing.

18 12. Housing Specialist means a specialized position dedicated to developing the full array of  
19 housing options for their program and monitoring their sustainability for the population served in  
20 accordance with the minimal housing standards policy set by the COUNTY for their program. The  
21 Housing Specialist is also responsible for assisting Participants with applications to low income housing,  
22 housing subsidies, senior housing, etc.

23 13. Information and Referrals refers to the provision of information on community, social,  
24 health and government programs in the community that address the needs of Participants. This may  
25 include information to access community health clinics, food pantries, support groups, etc.

26 14. Intake means the initial meeting between a Participant and CONTRACTOR's staff and  
27 includes an evaluation to determine if the Participant meets program criteria and is willing to seek  
28 services.

29 15. Outreach means the outreach to potential Participants to link them to appropriate supportive  
30 services and may include activities that involve educating the community about the services offered and  
31 requirements for participation in the programs. Such activities should result in the CONTRACTOR  
32 developing their own Participant referral sources for the programs they offer

33 16. Program Director means an individual who has complete responsibility for the day-to-day  
34 function of the program. The Program Director is the highest level of decision-making at a local,  
35 program level.

36 17. Referral means providing the effective linkage of a Consumer to another service, when  
37

1 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has  
2 made contact with the referred service.

3 18. Service Planning Areas (SPA): The three geographic areas of Orange County (North,  
4 Central, and South) designated for the purposes of promoting increased coordination and collaboration  
5 in the delivery of programs and solutions that effectively address homelessness. Reference Attachment  
6 A for map of the Orange County SPAs.

7 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
8 Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

## 9 10 **II. BUDGET**

11 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this  
12 Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only  
13 and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>TOTAL</u>
PROGRAM COSTS	
Salaries	\$23,400
Benefits	\$4,680
Services & Supplies	\$132,000
SUBTOTAL PROGRAM COSTS	\$160,080
ADMINISTRATION COSTS	
Indirect	\$16,008
SUBTOTAL ADMINISTRATION COSTS	\$16,008
TOTAL GROSS COSTS	\$176,088
TOTAL REVENUE	\$176,088
TOTAL MAXIMUM OBLIGATION	\$176,088

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



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

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

### 8 9 III. PAYMENTS

10 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$12,577  
 11 for Period One, for the first month of services. All payments are interim payments only, and subject to  
 12 Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which  
 13 CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided,  
 14 however, the total of such payments do not exceed the Maximum Obligation as specified in the  
 15 Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are  
 16 reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its  
 17 discretion, pay supplemental invoices for any month for which the provisional amount specified above  
 18 has not been fully paid.

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

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

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

33 B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR  
 34 and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth  
 35 (20th) day of each month. Invoices received after the due date may not be paid within the same month.  
 36 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days  
 37



1 after receipt of the correctly completed invoice.

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

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

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

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

12  
13 **IV. REPORTS**

14 A. CONTRACTOR shall maintain records and make statistical reports as required by  
15 ADMINISTRATOR.

16 B. FISCAL

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

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

32 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
33 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a  
34 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A  
35 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or  
36 termination date and any other pertinent information as may be required by ADMINISTRATOR. The  
37

1 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the  
 2 end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension  
 3 will not exceed more than five (5) calendar days.

4 D. PROGRAMMATIC – CONTRACTOR may be required to submit monthly reports to  
 5 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,  
 6 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR  
 7 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will  
 8 be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for  
 9 CONTRACTOR to respond to request.

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

15 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a  
 16 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special  
 17 incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or  
 18 absence without leave, serious injury, death, criminal behavior, or any other incident which may expose  
 19 COUNTY or CONTRACTOR to liability.

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

## 22 23 **V. SERVICES**

### 24 **A. SCOPE OF SERVICES**

#### 25 **1. Overview**

26 a. The COUNTY in coordination and collaboration with the Orange County CoC issued a  
 27 Request For Proposals to identify COVID-19 Responsive Homeless Service Programs that can be  
 28 operationalized quickly in order to respond to the emergent needs of the community due to COVID-19.  
 29 Additionally, the COUNTY is implementing the selected COVID-19 Responsive Homeless Service  
 30 Programs in a manner to increase equitable service access across Orange County regardless of where a  
 31 person is experiencing homelessness.

32 b. The purpose of this Contract is for the CONTRACTOR to provide COVID-19  
 33 Responsive Homeless Services in the Central SPA in support of the COUNTY’s implementation of  
 34 COVID-19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in  
 35 the program description and will be responsible for administering program funded with Homeless  
 36 Housing, Assistance and Prevention (HHAP) funds, as described as follows, in a manner satisfactory to  
 37

1 the COUNTY and consistent with any standards required as a condition of providing HHAP funds,  
2 including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and  
3 HSC § 50221(a)(1-4).

#### 4 2. Program Description Summary

5 a. The COVID-19 Responsive Service Program shall provide emergency flexible funding  
6 for households experiencing homelessness in Orange County who are struggling to become safely and  
7 stably housed during the COVID-19 pandemic. The PROGRAM will focus on assisting eligible  
8 households with time-limited exigent financial needs that pose a barrier to housing and economic  
9 stability. Emergency flexible funding will serve as a critical cost effective, short-term intervention for  
10 eligible participants to prevent the exacerbation of financial debt, management credit and effectively  
11 addressing homelessness.

12 b. The COVID-19 Response Service Program shall include the following services at  
13 minimum:

14 i. Intake and assessment that evaluates Participant eligibility, including history of  
15 participation in other housing assistance programs and collection of needed demographic information.

16 ii. Housing-focused case management that assist Participants in developing  
17 Individualized Service Plans and Goals Worksheets to address specific needs and barriers to housing.  
18 Case managers will meet with Participants at least twice a month to review progress towards participant  
19 goals and plans for housing, increasing income and other resources as needed.

20 iii. Short-term emergency flexible financial assistance such as short-term rent; security  
21 deposits; utilities; landlord incentives; housing relocation and moving expenses; childcare expenses;  
22 transportation assistance; and other immediate costs that could impact the ability of Participants to  
23 secure and maintain housing.

24 iv. Housing stabilization to help Participants stay safe and stably housed during the  
25 COVID-19 public health crisis.

26 v. Supportive services in support of Individualized Service Plans and Goals  
27 Worksheets.

28 c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and  
29 consistent with HHAP requirements shall provide COVID-19 Responsive Services to Participants  
30 experiencing homelessness in the Central SPA Orange County for the period of time that Orange  
31 County is in emergency response to COVID-19.

#### 32 3. Use of Funds

33 a. Funds shall be used to provide contracted services and operations of the PROGRAM,  
34 such as short-term emergency flexible financial assistance and services informed by best practices  
35 frameworks focused on moving individuals and families into permanent housing and ensuring those  
36 individuals and families maintain their permanent housing.

1 b. The PROGRAM shall be administered in an equitable manner by providing culturally  
 2 responsive services and having multicultural outreach advocates to engage and guide underserved  
 3 participants throughout the housing process. Program staff shall operate in accordance with non-  
 4 discrimination policies and attend annual trainings that focus on understanding implicit biases and  
 5 cultural sensitivities to promote diversity and equity within the PROGRAM.

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

#### 10 4. Reporting

11 a. CONTRACTOR is required to submit reporting on a monthly basis in a form  
 12 acceptable to the County. The reporting shall support the County in evaluating the CONTRACTOR'S  
 13 performance as it related to participant data, program linkages and units of services. CONTRACTOR  
 14 will be required to utilize the HMIS or comparable database to comply with HUD's and State's data  
 15 collection, management, and reporting standards and used to collect client-level data and data on the  
 16 provision of housing and services to Participants served.

#### 17 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

18 1. The CONTRACTOR is to receive Participant referrals from the CES who are experiencing  
 19 homelessness in the Central SPA who completed the CES Assessment and provided needed  
 20 verifications of homelessness and/or chronic homelessness.

21 2. The CONTRACTOR is to confirm eligibility and review of supporting forms for  
 22 Participants to ensure they meet the eligible criteria as established by HUD and State.

23 3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1  
 24 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be  
 25 experiencing homelessness upon exiting an institution.

26 a. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular, and  
 27 adequate nighttime residence, meaning:

28 i. Has a primary nighttime residence that is a public or private place not meant  
 29 for human habitation;

30 ii. Is living in a publicly or privately operated shelter designated to provide  
 31 temporary living arrangements (including congregate shelters, transitional housing, and hotels and  
 32 motels paid for by charitable organizations or by federal, state and local government programs); or

33 iii. Is exiting an institution where (s)he has resided for 90 days or less and who  
 34 resided in an emergency shelter or place not meant for human habitation immediately before entering  
 35 that institution.

36 b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or family  
 37

1 who:

- 2 i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual
- 3 assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the
- 4 individual or a family member, including a child, that has either taken place within the individual's or
- 5 family's primary nighttime residence or has made the individual or family afraid to return to their
- 6 primary nighttime residence;
- 7 ii. Has no other residence; and
- 8 iii. Lacks the resources or support networks, e.g., family, friends, faith-based or
- 9 other social networks, to obtain other permanent housing.

10 C. DESCRIPTION OF SERVICES

11 1. Essential Requirements – CONTRACTOR shall:

12 a. Maintain regularly scheduled service hours, Monday through Friday, in accordance  
13 with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be  
14 required to operate extended hours at least two (2) evenings or days per week and provide weekend  
15 activities to accommodate Participant needs. Any change or deviation from this schedule must have  
16 prior approval from COUNTY.

17 b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless  
18 otherwise approved, in advance and in writing, by ADMINISTRATOR.

19 c. Operate the PROGRAM to include flexibilities to meet with eligible Participants  
20 outside of typical operation hours, if needed related to conflicts with employment or other appropriate  
21 factors.

22 d. Have a 24-hour contact available to PROGRAM staff for emergency purposes and  
23 communication policies and procedures in place to notify the COUNTY as appropriate.

24 e. Have a 24 hour contact available to COUNTY for emergency purposes and to  
25 coordinate response as appropriate.

26 f. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract  
27 complete training on confidentiality and compliance to ensure appropriate safeguards are in place to  
28 maintain Applicant information and PII private, confidential, secure, etc.

29 g. Provide regional coordination for the PROGRAM for Participants at-risk of  
30 homelessness in Orange County.

31 2. Administrative Management Tasks – CONTRACTOR shall:

32 a. Work in partnership with the COUNTY to deliver the services as outlined in the  
33 PROGRAM by being responsive to the needs of the household eligible for services.

34 b. Submit policies and procedures for the operations of the PROGRAM, as requested by  
35 the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

36 c. Track PROGRAM costs and ensure eligibility for payment within the funding  
37



1 requirements.

2 d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

3 e. Coordinate with COUNTY agencies to provide appropriate supportive services to  
4 program Participants including but not limited to Health Care Agency (HCA), Social Services Agency  
5 (SSA), and OC Community Resources (OCCR).

6 f. Coordinate with COUNTY agencies, the Orange County CoC and community-based  
7 organizations on administrative functions such as COVID-19 Responsive Service Program operations  
8 meetings, as necessary and appropriate. This should incorporate technology solutions such as  
9 teleconferencing and videoconferencing as precautionary measures to limit the community spread and  
10 exposure to COVID-19.

11 g. Enter PROGRAM data into HMIS or comparable database and adhere to all  
12 implementation guidelines developed under the Orange County CoC and per HMIS standards or  
13 amended HMIS standards, as applicable.

14 3. COVID-19 Responsive Homeless Services Operations – The CONTRACTOR will be  
15 responsible for the provision of COVID-19 Responsive Homeless Services to eligible Participants and  
16 who does not have incomes higher than HUD’s Low-Income Limit for the Area. COVID-19 Responsive  
17 Homeless Service costs must be eligible and necessary to help the Participant move as quickly as  
18 possible into permanent housing and achieve stability within that housing. The CONTRACTOR shall:

19 a. Short-term, emergency flexible financial assistance:

20 i. Conduct an initial evaluation to determine each households’ eligibility and types  
21 and amounts of assistance needed to regain stability in permanent housing

22 ii. Conduct an income evaluation to determine that each household has an annual  
23 income below 80 percent AMI

24 iii. Conduct re-evaluations for eligibility and types and amounts of assistance needed  
25 every three months

26 iv. Documentation for entry into lease or rental agreements with each owner before  
27 providing rental assistance payments to owner

28 v. Financial assistance cost may be used to pay housing owners, utility companies,  
29 and other third parties for rental assistance, rental application fees, security deposits,  
30 utility deposits and payments and moving costs.

31 vi. Financial assistance may also be provided to cover other costs not traditionally  
32 covered by homeless service programs if the assistances helps bring economic and housing stability for  
33 eligible participants. This financial assistance may pay for landlord incentives, childcare expenses,  
34 medical expenses, transportation assistance, appropriate vehicle repairs, home goods and supplies, and  
35 other immediate costs that could impact the ability of Participants to secure and maintain housing.

36 b. Housing search and placement services:



- 1 i. Assist participant in locating, obtaining, and retaining suitable permanent housing
- 2 ii. Assessment of housing barriers, needs and preferences
- 3 iii. Development of action plan for locating housing
- 4 iv. Housing search and negotiation with owners
- 5 v. Assist participant with submitting rental applications and understanding leases
- 6 vi. Assist participant with making moving arrangements, including obtaining utilities
- 7 c. Housing-focused case management and stabilization services
- 8 i. Utilize CES to prioritize individuals and families seeking assistance in securing
- 9 permanent housing and achieving housing stability.
- 10 ii. Provide case management utilizing a ratio of one case manager to a maximum of 25
- 11 participants.
- 12 iii. Provide case management to participants at least twice per month to ensure long-
- 13 term housing stability.
- 14 iv. Assist participants with counseling, including owner-tenant mediation, legal
- 15 services, credit repair and housing counseling.
- 16 v. Assist participants with developing, securing and coordinating services to obtain
- 17 Federal, State and local benefits.
- 18 vi. Provide information and referrals to other providers as needed, and follow-up with
- 19 client on referrals.
- 20 vii. Develop an Individualized Service Plans and Goals Worksheets to address specific
- 21 needs and barriers to housing, including planning a path to permanent housing stability to retain
- 22 permanent housing after the assistance ends.

23 D. PERFORMANCE MEASURES AND MONITORING

24 1. The following performance measures will be a requirement of this Contract.

- 25 a. CONTRACTOR will assist a minimum of 22 eligible Participant Households by
- 26 providing COVID-19 Responsive Homeless Services. As some Participants will not have needs for the
- 27 maximum assistance to secure permanent housing and achieve housing stability, the total number of
- 28 households served will likely increase.
- 29 b. Of participants that exit the program during the reporting period, 66% of participants
- 30 exit to a permanent housing destination.
- 31 c. Of participants that exit the program during the reporting period, 20% of participants
- 32 will have a higher income than at program entry.
- 33 d. Of participants who exit to a permanent destination, 95% will maintain permanent
- 34 housing for more than six (6) months from the date of their program exit.
- 35 e. Of participants who move-in to permanent housing destinations, 75% do so within 90
- 36 days of enrollment to the program.

1           2. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual visits or  
2 desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring  
3 visits may include, but are not limited to:

- 4           a. Review of client file documentation
- 5           b. Review of eligible activity and cost requirements established by HHAP Program  
6 guidelines
- 7           c. Review of policies and procedures and consistent adherence to PROGRAM practices
- 8           d. HMIS data entry completion
- 9           e. Interviews with program staff

10           3. The COUNTY shall monitor the performance of CONTRACTOR against the goals,  
11 outcomes, milestones and performance standards required herein. Substandard performance, as  
12 determined by COUNTY, will constitute non-compliance with this Contract for which COUNTY may  
13 immediately terminate the Contract. If action to correct such substandard performance is not taken by  
14 CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in  
15 accordance with the provisions contained in the Contract.

16           4. COUNTY shall periodically evaluate CONTRACTOR'S progress in complying with the  
17 terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall  
18 report the findings of each monitoring to CONTRACTOR.

#### 19           E. REPORTING REQUIREMENTS

20           1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form  
21 acceptable to the COUNTY. Monthly reports will be due by the fifteenth (15th) day of the following  
22 month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the  
23 COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program  
24 linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data  
25 collection, management, and reporting standards and used to collect participant-level data

26           2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the  
27 following:

- 28           a. Total number of eligible households that receive assistance;
- 29           b. Composition of the households – demographics, size and type;
- 30           c. Number of unduplicated individuals served;
- 31           d. Caseload movement;
- 32           e. Financial assistance expenditures;
- 33           f. Average amount of funding provided per household;
- 34           g. Length of assistance, including Average number of monthly rental and utility payments  
35 that each household receive; and
- 36           h. Number of Participants exits and exit types.

1 F. FILE MAINTENANCE AND DOCUMENTATION

2 1. CONTRACTOR shall prepare all applicable files and perform all administrative  
3 management tasks, as indicated in the Contract.

4 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24  
5 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this  
6 Contract.

7 3. Records providing a full description of each activity undertaken.

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

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

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

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

20  
21 **VI. STAFFING**

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

27 1. Designate the responsible position(s) in your organization for managing the funds allocated  
28 to this program;

29 2. Maximize the use of the allocated funds;

30 3. Ensure timely and accurate reporting;

31 4. Maintain appropriate staffing levels;

32 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the  
33 staff's position.

34 6. Effectively communicate and monitor the program for its success;

35 7. Maintain communication between the Contract key staff and Program Administrators; and,

36 8. Act quickly to identify and solve problems.

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

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

PROGRAM	<u>FTEs</u>
Case Manager	<u>.45</u>
TOTAL FTEs	.45

11  
12  
13  
14  
15  
16 D. CONTRACTOR shall maintain personnel files for each staff member, including the Executive  
17 Director and other administrative positions, which will include, but not be limited to, an application for  
18 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if  
19 applicable), pay rate and evaluations justifying pay increases.

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

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EXHIBIT B  
TO THE CONTRACT FOR PROVISION OF  
COVID-19 RESPONSIVE HOMELESS SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
INTERVAL HOUSE  
MAY 1, 2021 THROUGH JUNE 30, 2022

**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.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil

Code§ 1798.3(a).

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

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

## B. TERMS OF CONTRACT

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

### 2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

- 1) Complying with all of the data system security precautions listed in Paragraph E of



the Business Associate Contract, Exhibit B to the Contract; and

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

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

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

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

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

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

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

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

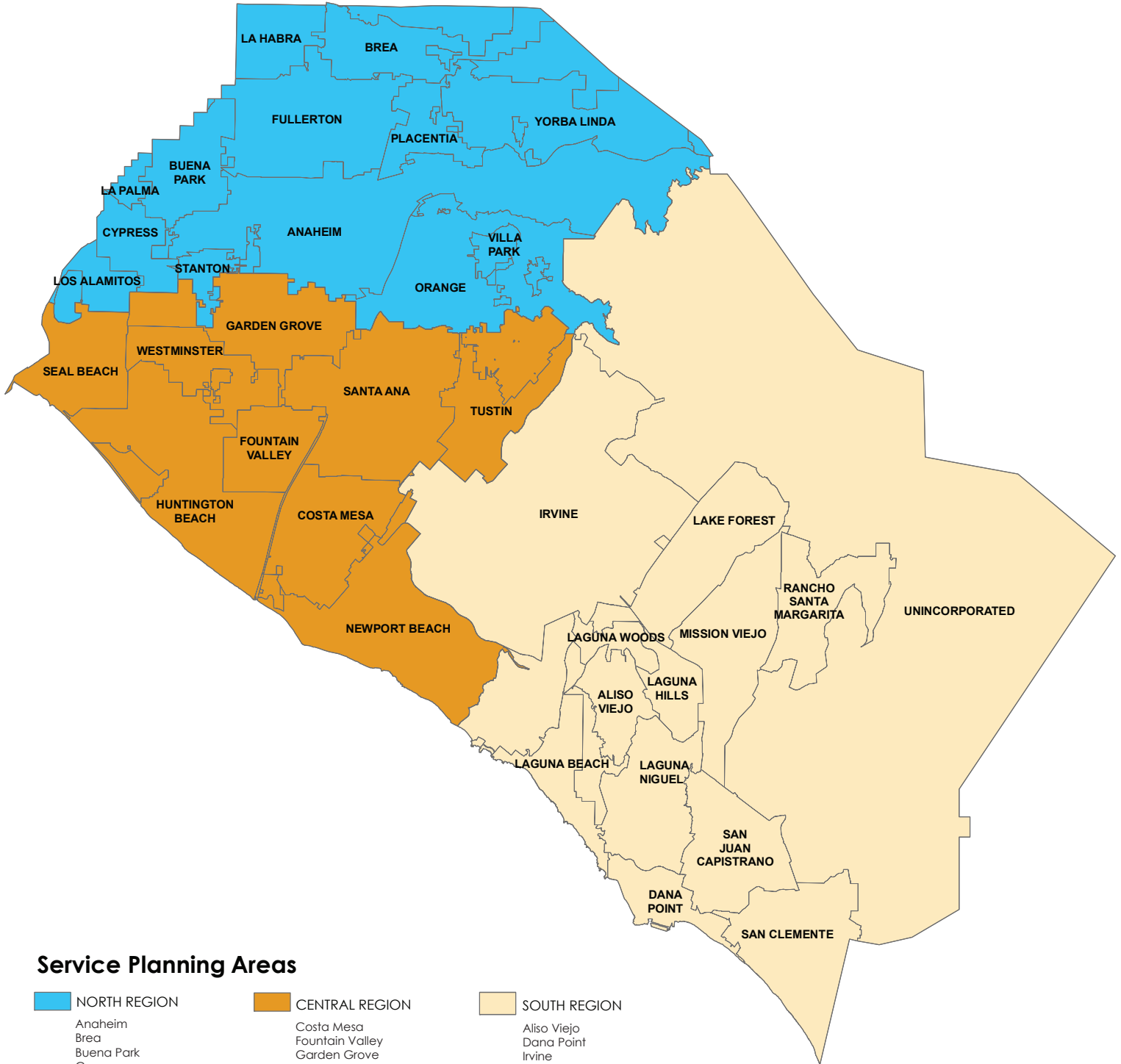
i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on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

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# Attachment A



# County of Orange Service Planning Areas



## Service Planning Areas

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|---|--|--|
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #00AEEF; border: 1px solid black; margin-right: 5px;"></span> NORTH REGION   | <span style="display: inline-block; width: 15px; height: 10px; background-color: #C8513E; border: 1px solid black; margin-right: 5px;"></span> CENTRAL REGION  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #F0C88C; border: 1px solid black; margin-right: 5px;"></span> SOUTH REGION  |
| <ul style="list-style-type: none"> <li>Anaheim</li> <li>Brea</li> <li>Buena Park</li> <li>Cypress</li> <li>Fullerton</li> <li>La Habra</li> <li>La Palma</li> <li>Los Alamitos</li> <li>Orange</li> <li>Placentia</li> <li>Stanton</li> <li>Villa Park</li> <li>Yorba Linda</li> <li>County Unincorporated</li> </ul> | <ul style="list-style-type: none"> <li>Costa Mesa</li> <li>Fountain Valley</li> <li>Garden Grove</li> <li>Huntington Beach</li> <li>Newport Beach</li> <li>Santa Ana</li> <li>Seal Beach</li> <li>Tustin</li> <li>Westminister</li> <li>County Unincorporated</li> </ul> | <ul style="list-style-type: none"> <li>Aliso Viejo</li> <li>Dana Point</li> <li>Irvine</li> <li>Laguna Beach</li> <li>Laguna Hills</li> <li>Laguna Niguel</li> <li>Laguna Woods</li> <li>Lake Forest</li> <li>Mission Viejo</li> <li>Rancho Santa Margarita</li> <li>San Clemente</li> <li>San Juan Capistrano</li> <li>County Unincorporated</li> </ul> |