

1 CONTRACT FOR PROVISION OF  
2 COVID-19 RESPONSIVE HOMELESS SERVICES

3 BETWEEN  
4 COUNTY OF ORANGE

5 AND  
6 ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
7 MAY 1, 2021 THROUGH JUNE 30, 2023  
8

9 THIS CONTRACT entered into this May 1, 2021 (effective date), is by and between the COUNTY  
10 OF ORANGE, a political subdivision of State of California (COUNTY), and Orange County’s United  
11 Way dba Orange County United Way, a California nonprofit corporation (CONTRACTOR). COUNTY  
12 and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as  
13 “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency  
14 or an authorized designee (“ADMINISTRATOR”).  
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16 **W I T N E S S E T H:**  
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19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19  
20 Responsive Homeless Services described herein to individuals experiencing homelessness in the South  
21 Service Planning Area of Orange County; and

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

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

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**EXHIBIT A**

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**ATTACHMENT A**

I. Orange County Service Planning Area Map.....	
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1 **REFERENCED CONTRACT PROVISIONS**

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3 **Term:** May 1, 2021- June 30, 2023  
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7 **Maximum Obligation:** \$998,728  
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11 **Basis for Reimbursement:** Actual Cost  
12

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

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18  
19 **CONTRACTOR DUNS Number:** 0706064914  
20

21  
22  
23 **CONTRACTOR TAX ID Number:** 33-0047991  
24

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

29	<b>COUNTY:</b>	County of Orange	<b>CONTRACTOR:</b>	Orange County's United Way
30		Health Care Agency		Db a Orange County United Way
31		Contract Services		18012 Mitchell South
32		405 West 5th Street, Suite 600		Irvine, CA 92614
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:

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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**

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

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

## **III. ASSIGNMENT OF DEBTS**

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

## **IV. COMPLIANCE**

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

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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.

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**V. CONFIDENTIALITY**

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

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

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

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

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

**VI. CONFLICT OF INTEREST**

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

**VII. CORRECTIVE ACTION PLAN**

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

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

6  
7 **VIII. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

28  
29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
30 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
31 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
32 knowledge and belief, costs reimbursed through this Contract are reasonable and  
33 allowable and directly or indirectly related to the services provided and that this Cost  
34 Report is a true, correct, and complete statement from the books and records of  
35 (provider name) in accordance with applicable instructions, except as noted. I also  
36 hereby certify that I have the authority to execute the accompanying Cost Report.  
37

1 Signed \_\_\_\_\_  
 2 Name \_\_\_\_\_  
 3 Title \_\_\_\_\_  
 4 Date \_\_\_\_\_"

6 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

7 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 17 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

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

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

## 10 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 20 **XIII. EQUIPMENT**

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

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



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

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

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

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

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

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

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

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

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

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

1 **XV. INDEMNIFICATION AND INSURANCE**

2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
5 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
6 including but not limited to personal injury or property damage, arising from or related to the services,  
7 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
10 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
11 request a jury apportionment.

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

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

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

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

37 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any

1 duty to indemnify or hold harmless; and

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

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

7 F. QUALIFIED INSURER

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

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

16 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 17 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

34 H. REQUIRED COVERAGE FORMS

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

37 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,

1 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

2 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

37 O. The Commercial General Liability policy shall contain a "severability of interests" clause also

1 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

19 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

## 7 **XVI. INSPECTIONS AND AUDITS**

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

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

### 22 C. AUDIT RESPONSE

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

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

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

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

## 6 **XVII. LICENSES AND LAWS**

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

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

- 19 1. ARRA of 2009.
- 20 2. Trafficking Victims Protection Act of 2000.
- 21 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 22 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 23 5. CCR, Title 17, Public Health.
- 24 6. CCR, Title 22, Social Security.
- 25 7. CFR, Title 42, Public Health.
- 26 8. CFR, Title 45, Public Welfare.
- 27 9. USC Title 42. Public Health and Welfare.
- 28 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 29 11. 42 USC §1857, et seq., Clean Air Act.
- 30 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 31 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 32 14. McKinney-Vento Homeless Assistance Act
- 33 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
 34 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
 35 Awards.

36 //

37 //

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

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

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

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

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

23  
24 **XIX. MAXIMUM OBLIGATION**

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

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

29  
30 **XX. MINIMUM WAGE LAWS**

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

37 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other



1 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
2 standards pursuant to providing services pursuant to this Contract.

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

## 7 8 **XXI. NONDISCRIMINATION**

### 9 **A. EMPLOYMENT**

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

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

24 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
25 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
26 the provision of benefits.

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

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

36 6. Each labor union or representative of workers with which CONTRACTOR and/or  
37 subcontractor has a collective bargaining agreement or other contract or understanding must post a

1 notice advising the labor union or workers' representative of the commitments under this  
 2 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
 3 employees and applicants for employment.

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

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

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

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

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

36 b. Throughout the problem resolution and grievance and appeals process, Participant  
 37 rights shall be maintained, including access to the COUNTY's grievance and appeals process at any

1 point in the process.

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

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

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

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

## 21 22 **XXII. NOTICES**

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

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

28 2. When faxed, transmission confirmed;

29 3. When sent by E-Mail; or

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

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

36 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
37 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
2 damage to any COUNTY property in possession of CONTRACTOR.

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

5  
6 **XXIII. NOTIFICATION OF DEATH**

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

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

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

15 2. WRITTEN NOTIFICATION

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

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

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

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

28  
29 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

37 //

1 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

15  
16 **XXVI. PAYMENT CARD COMPLIANCE**

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

25  
26 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

37 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and

1 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
2 claimed to have been incurred in the performance of this Contract and in accordance with County  
3 policies of reimbursement and GAAP.

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

11 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR  
12 shall maintain participant records and must establish and implement written record management  
13 procedures.

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

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

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

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

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

31 2. Provide auditor or other authorized individuals access to documents via a computer  
32 terminal.

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

### 35 36 **XXVIII. RESEARCH AND PUBLICATION**

37 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out

1 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for  
2 publication.

### 4 **XXIX. REVENUE**

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

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

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

### 17 **XXX. SEVERABILITY**

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

### 24 **XXXI. SPECIAL PROVISIONS**

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

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

1 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
2 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

3 7. Paying an individual salary or compensation for services at a rate in excess of the current  
4 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
5 Schedule may be found at [www.opm.gov](http://www.opm.gov).

6 8. Severance pay for separating employees.

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

9 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

## 25 26 **XXXII. STATUS OF CONTRACTOR**

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



**XXXIII. TERM**

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

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

**XXXIV. TERMINATION**

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

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

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

**C. CONTINGENT FUNDING**

- 1. Any obligation of COUNTY under this Contract is contingent upon the following:
  - a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,

1 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to  
2 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
3 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

#### 34 **XXXV. THIRD PARTY BENEFICIARY**

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



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

3  
4 ORANGE COUNTY'S UNITED WAY

5  
6 DocuSigned by:  
7 BY: Emilee Tello DATED: 3/25/2021  
8 DAA4A4D855C4427...

9 TITLE: CFO

10 DocuSigned by:  
11 BY: Susan B. Parks DATED: 3/25/2021  
12 F2ABBE2A335E480...

13 TITLE: CEO

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.

1 EXHIBIT A  
2 TO THE CONTRACT FOR PROVISION OF  
3 COVID-19 RESPONSIVE HOMELESS SERVICES  
4 IN THE SOUTH SERVICE PLANNING AREA  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
9 MAY 1, 2021 THROUGH JUNE 30, 2023  
10

11 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34           17. Referral means providing the effective linkage of a Consumer to another service, when  
35 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has  
36 made contact with the referred service.

37           18. Service Planning Areas (SPA): The three geographic areas of Orange County (North,

1 Central, and South) designated for the purposes of promoting increased coordination and collaboration  
 2 in the delivery of programs and solutions that effectively address homelessness. Reference Attachment  
 3 A for map of the Orange County SPAs.

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

## 6 7 II. BUDGET

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

	<u>TOTAL</u>
11	
12	
13 ADMINISTRATIVE COSTS	
14 Indirect Costs	\$47,558
15 SUBTOTAL	\$47,558
16 ADMINISTRATIVE COSTS	
17	
18	
19 PROGRAM COSTS	
20 Salaries	\$71,998
21 Benefits	\$14,402
22 Services & Supplies	\$403,970
23 Subcontractors	<u>\$460,800</u>
24 SUBTOTAL PROGRAM	
25 COSTS	\$951,170
26	
27 TOTAL GROSS COSTS	\$998,728
28	
29 TOTAL REVENUE	\$998,728
30 TOTAL MAXIMUM	
31 OBLIGATION	\$998,728

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

1 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification  
2 Request(s) may result in disallowance of those costs.

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

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

### 10 11 **III. PAYMENTS**

12 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$38,412  
13 for Period One, for the first month of services. All payments are interim payments only, and subject to  
14 Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which  
15 CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided,  
16 however, the total of such payments do not exceed the Maximum Obligation as specified in the  
17 Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are  
18 reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its  
19 discretion, pay supplemental invoices for any month for which the provisional amount specified above  
20 has not been fully paid.

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

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

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

35 B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR  
36 and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth  
37 (20th) day of each month. Invoices received after the due date may not be paid within the same month.



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

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

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

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

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

#### 13 14 **IV. REPORTS**

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

##### 17 B. FISCAL

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

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

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

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  
 3 extension 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 South 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 the COUNTY and consistent with any standards required as a condition of providing HHAP funds,

1 including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and  
2 HSC § 50221(a)(1-4).

3 2. Program Description Summary

4 a. The COVID-19 Responsive Homeless Service Program will provide the Welcome  
5 Home OC landlord incentive program for households experiencing homelessness in the South SPA in  
6 Orange County who have been issued a housing choice voucher but are struggling to become safely and  
7 stably housed during the COVID-19 pandemic. The PROGRAM will focus on assisting eligible  
8 households with securing long-term stable housing along with case management services aimed at  
9 promoting housing stability. The Welcome Home OC (Program) engages property owners to increase  
10 the availability of rental units for federal housing choice voucher holders, thereby reducing the time  
11 involved searching for housing by Participants.

12 b. The COVID-19 Responsive Homeless Service Program will include the following  
13 services at minimum:

14 i. Property owner network to ensure private market units that meet the Fair Market  
15 Rate (FMR) are available to Participants with federal housing choice vouchers.

16 ii. Housing navigation for Participants provided by CONTRACTOR staff and  
17 subcontractors of the Program

18 iii. Housing stabilization services through 12-months of housing-focused case  
19 management provided by subcontractors of the Program.

20 c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and  
21 consistent with HHAP requirements shall provide COVID-19 Responsive Homeless Services to  
22 Participants experiencing homelessness in the South SPA Orange County for the period of time that  
23 Orange County is in emergency response to COVID-19.

24 3. Use of Funds

25 a. Funds shall be used to provide contracted services and operations of the PROGRAM,  
26 such as one-time costs related to rental unit costs, such as but not limited to application fees, security  
27 deposits, moving costs, unit holding fees, property owner bonuses, and furnishings; in addition to  
28 program marketing and development and mitigation funds. The PROGRAM and eligible costs have  
29 been informed by best practices frameworks focused on moving individuals into permanent housing as  
30 quickly as possible and ensuring those individuals maintain their permanent housing.

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

36 c. The PROGRAM will also promote connections to service providers, increased housing  
37 stability and increased access to benefits and employment resources as needed. Services and operations

1 shall be low-barrier and promote an engagement rich environment in which Participants make  
2 connections to supportive services and stable housing.

3 4. Reporting

4 a. Contractor is required to submit reporting on a monthly basis in a form acceptable to  
5 the County. The reporting shall support the County in evaluating the Contractor's performance as it  
6 related to participant data, program linkages and units of services. Contractor will be required to utilize  
7 the HMIS or comparable database to comply with HUD's and State's data collection, management, and  
8 reporting standards and used to collect client-level data and data on the provision of housing and  
9 services to Participants served.

10 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

11 1. The CONTRACTOR is to receive Participant referrals from the CES and, if applicable,  
12 coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing  
13 Authorities for people who are experiencing homelessness in the South SPA who completed the CES  
14 Assessment, provided needed verifications, and have been issued a federal housing choice voucher. A  
15 priority will be given to Participants who have engaged in the County's COVID-19 Homelessness  
16 Responsive Homeless Services, which includes Project Roomkey, Project Toolbelt, and Alternative  
17 Shelter Placements.

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

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

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

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

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

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

33 b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or family  
34 who:

35 i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual  
36 assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the  
37 individual or a family member, including a child, that has either taken place within the individual's or

1 family's primary nighttime residence or has made the individual or family afraid to return to their  
2 primary nighttime residence;

3 ii. Has no other residence; and

4 iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other  
5 social networks, to obtain other permanent housing.

6 C. DESCRIPTION OF SERVICES

7 1. Essential Requirements – CONTRACTOR shall:

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

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

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

18 d. The administrative offices of Orange County United Way are located at 18012 Mitchel  
19 South, Irvine, California, 92614.

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

22 f. Have a 24 hour contact available to COUNTY for emergency purposes and to  
23 coordinate response as appropriate.

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

27 h. Provide regional coordination for the PROGRAM for Participants at-risk of  
28 homelessness in Orange County.

29 2. Administrative Management Tasks – CONTRACTOR shall:

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

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

34 c. Track PROGRAM costs and ensure eligibility for payment within the funding  
35 requirements.

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

37 e. Coordinate with COUNTY agencies to provide appropriate supportive services to

1 program Participants including but not limited to Health Care Agency (HCA), Social Services Agency  
2 (SSA), and OC Community Resources (OCCR).

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

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

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

16 a. Intake and Assessment Process:

17 i. Establish a referral process incorporating CES that identifies Participant households  
18 with federal housing choice vouchers and connects them to the COVID-19 Responsive Homeless  
19 Services being operated by the CONTRACTOR.

20 ii. Conduct an initial evaluation to determine each household’s eligibility, housing  
21 preference and types of assistance needed to regain stability in permanent housing.

22 b. Property Owner Network:

23 i. Engage with property owners and landlords to increase the availability of rental  
24 units for Participants with federal housing choice vouchers, thereby reducing the time involved in the  
25 search for housing by Participants.

26 ii. Fostering relationships and identifying partnership opportunities with the  
27 Apartment Association of Orange County, the California Apartment Association, individual property  
28 owners, legal experts, and non-profit service providers to expand the network of engaged Property  
29 Owners supporting the PROGRAM.

30 iii. CONTRACTOR will match Participants with available rental units that best meets  
31 the Participant’s preferences and requirements in housing units.

32 c. Housing Navigation

33 i. Assist participant in locating, obtaining, and retaining suitable permanent housing  
34 within the available portfolio of units identified by the PROGRAM through the Property Owner  
35 Network. This includes completing applications for available rental units and providing an overview of  
36 rental units, leases and requirements.

37 ii. Supporting Participants in completing and/or providing documentation for entry

1 into lease or rental agreements with each property owner identified by the CONTRACTOR under this  
2 PROGRAM.

3           iii. Financial assistance cost may be used to pay property owners bonuses, unit holding  
4 fees, rental and utility deposits, moving costs, renters insurance, relocation fees, furnishings, mitigation  
5 fees, and other third parties for rental assistance, rental application fees, and more, in alignment with the  
6 PROGRAM.

7           iv. Assist participant with making moving arrangements, including obtaining utilities,  
8 transferring belongings from storage units, obtaining needed furnishings and home goods and supplies.

9           d. Housing Stabilization

10           i. Provide case management utilizing a ratio of one case manager to a maximum of 25  
11 participants.

12           ii. Provide case management to participants at least two times per month to ensure  
13 long-term housing stability for twelve months.

14           iii. Establish a housing stabilization plan, which is unique to each Participant needs  
15 and determines the level of case management and supportive services received.

16           iv. Assist Participants with counseling, including owner-tenant mediation, legal  
17 services, credit repair and housing counseling.

18           v. Assist Participants with developing, securing and coordinating services to obtain  
19 Federal, State and local mainstream supportive benefits.

20           vi. Assist Participants in developing a budget to understand what resources are needed  
21 to maintain housing stability.

22           vii. Provide information and referrals to other providers as needed, and follow-up with  
23 client on referrals and linkages related to physical health and behavioral health services.

24           viii. CONTRACTOR will work with Participant to make a reasonable effort to re-  
25 locate to another rental unit, if housing stability is in jeopardy. The PROGRAM will cover additional  
26 costs related to housing relocation services and/or subsequent rental holding fees and rental deposit fees  
27 with the funding included in this CONTRACT. The primary goal of the PROGRAM will be to ensure  
28 Participants retain federal housing choice voucher and do not return to homelessness.

29           D. PERFORMANCE MEASURES AND MONITORING

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

31           a. CONTRACTOR will assist a minimum of 40 eligible Participant Households,  
32 equivalent to approximately 64 persons, by providing COVID-19 Responsive Homeless Services. As  
33 some Participant Households will not have needs for the maximum assistance to secure permanent  
34 housing and achieve housing stability, the total number of households served may increase.

35           b. The Participants will secure housing within 45 days or less of being enrolled in the  
36 Program.

37           c. The Participants that move into permanent housing utilizing the federal housing choice

1 vouchers will have a housing stability plan within two weeks (14 days) of moving into housing.

2 d. Of participants that exit the program during the reporting period, 95% of participants exit  
3 to a permanent housing destination.

4 c. Of participants that exit the program during the reporting period, 20% of participants  
5 will have a higher income than at program entry.

6 d. Of participants who exit to a permanent destination, 95% will maintain permanent  
7 housing for more than six (6) months from the date of their program exit.

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

11 a. Review of client file documentation

12 b. Review of eligible activity and cost requirements established by HHAP Program  
13 guidelines

14 c. Review of policies and procedures and consistent adherence to PROGRAM practices

15 d. HMIS data entry completion

16 e. Interviews with program staff

17 3. The County shall monitor the performance of Contractor against the goals, outcomes,  
18 milestones and performance standards required herein including the Standards of Care. Substandard  
19 performance, as determined by County, will constitute non-compliance with this Contract for which  
20 County may immediately terminate the Contract. If action to correct such substandard performance is  
21 not taken by Operator within the time period specified by County, payment(s) will be denied in  
22 accordance with the provisions contained in the Contract.

23 4. County shall periodically evaluate Operator's progress in complying with the terms of this  
24 Contract. Operator shall cooperate fully during such monitoring. County shall report the findings of each  
25 monitoring to Operator.

#### 26 E. REPORTING REQUIREMENTS

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

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

35 a. Total number of eligible households that receive assistance;

36 b. Composition of the households – demographics, size and type;

37 c. Number of unduplicated individuals served;



- 1 d. Caseload movement;
- 2 e. Financial assistance expenditures by type;
- 3 f. Average amount of funding provided per household;
- 4 g. Length of assistance, including average number of monthly rental and utility deposit
- 5 payments that each household receive; and
- 6 h. Number of Participants exits and exit types.

7 **F. FILE MAINTENANCE AND DOCUMENTATION**

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

9 management tasks, as indicated in the CONTRACT.

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

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

12 CONTRACT.

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

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

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

16 6. Annual Audit Submission: Independent audits to be performed by a Certified Public

17 Accountant, which shall include an audit of funds received from the COUNTY, in accordance with

18 applicable regulatory requirements. Copies of each required audit report must be provided to the

19 COUNTY within thirty (30) days after the date received by the Operator.

20 7. Retention: Operator shall retain all records pertinent to expenditures incurred under this

21 Contract for a period of five (5) years after the termination of all activities funded under this Contract, or

22 after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable

23 property acquired with funds under this Contract shall be retained for five (5) years after final

24 disposition of such property. Records for any displaced person must be kept for five (5) years after s/he

25 has received final payment.

26

27 **VI. STAFFING**

28 A. CONTRACTOR shall provide effective administrative management of the budget, staffing,

29 recording, and reporting portion of the agreement with the COUNTY. If administrative and/or

30 programmatic responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any

31 subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities.

32 Responsibilities include but are not limited to the following:

33 1. Designate the responsible position(s) in your organization for managing the funds allocated

34 to this program;

35 2. Maximize the use of the allocated funds;

36 3. Ensure timely and accurate reporting;

37 4. Maintain appropriate staffing levels;

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

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

4 7. Maintain communication between the CONTRACT key staff and Program Administrators;  
 5 and,

6 8. Act quickly to identify and solve problems.

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

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

PROGRAM	<u>FTEs</u>
Program Specialist	.5
Retention Specialist	.1
SUBTOTAL PROGRAM	.6
SUBCONTRACTOR	6.15
SUBTOTAL SUBCONTRACTOR	6.15
TOTAL FTEs	6.75

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

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

32 //  
 33 //  
 34 //  
 35 //  
 36 //

1 EXHIBIT B  
2 TO THE CONTRACT FOR PROVISION OF  
3 COVID-19 RESPONSIVE HOMELESS SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
8 MAY 1, 2021 THROUGH JUNE 30, 2023  
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

## 12           B. TERMS OF CONTRACT

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

### 18           2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

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

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

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

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

37                   2) Providing a level and scope of security that is at least comparable to the level and

1 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,  
2 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
3 automated information systems in Federal agencies.

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

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

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

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

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

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

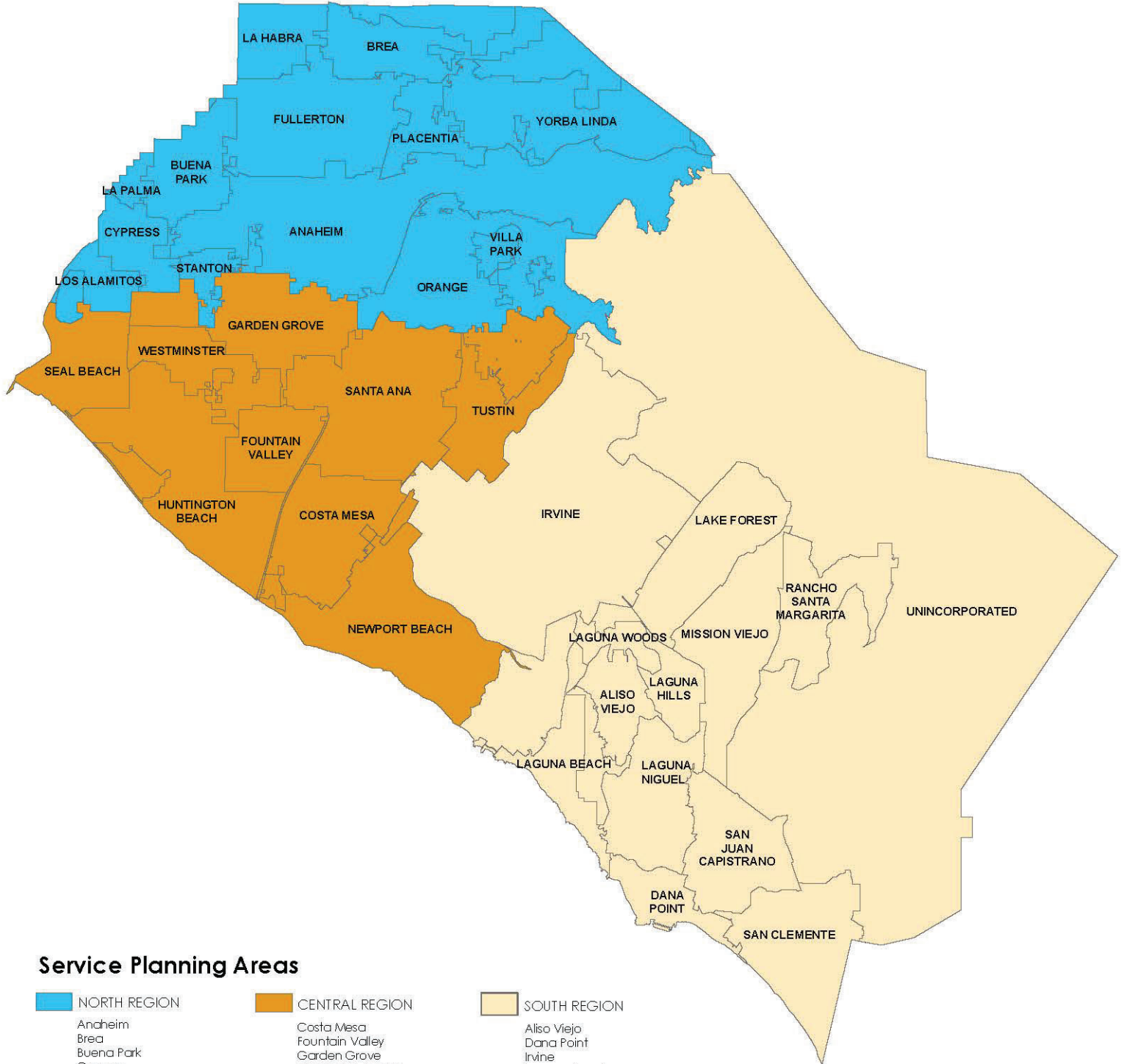
1                   i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
2 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
3 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
4 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: 15px; background-color: #00AEEF; border: 1px solid black; margin-right: 5px;"></span> NORTH REGION   | <span style="display: inline-block; width: 15px; height: 15px; background-color: #D95319; border: 1px solid black; margin-right: 5px;"></span> CENTRAL REGION   | <span style="display: inline-block; width: 15px; height: 15px; background-color: #F0E68C; 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>Westminster</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> |