

CONTRACT  
BETWEEN  
COUNTY OF ORANGE  
AND  
MERCY HOUSE LIVING CENTERS  
FOR THE PROVISION OF  
HOUSING SUPPORT PROGRAM SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and MERCY HOUSE LIVING CENTERS, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued a Request For Proposal for Housing Support Program (HSP) Services in 2022;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Housing Support Program Services;

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 8255, 8256, 11200, 11330.5(c) et seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997 and Senate Bill (SB) 855 (Chapter 29, Statutes of 2014); and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a three (3) year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

3.3 CONTRACTOR certifies it is in compliance with County of Orange Local Small

Business Preference requirements at the time this Contract is executed.

- 3.4 CONTRACTOR certifies it is in compliance with Disabled Veteran Business Enterprise requirements at the time this Contract is executed.

#### 4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and Mercy House Living Centers, for the Provision of Housing Support Program (HSP) Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

#### 5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 28 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business

day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 5.3 For federally funded Contracts in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

## 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

### 6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

### 6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY

agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY.

## 7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Contract without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

### 7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Contract. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

### 7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and



quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Contract. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Contract. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

## 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

### 8.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by

way of ownership or otherwise, to any parent organization or individual.

8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

## 8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

## 8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

## 9. USE OF COUNTY PROPERTY

9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Contract. CONTRACTOR shall enter into a rent-free lease agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR's presentation of said document to CONTRACTOR. Failure to execute the license agreement will result in a breach of this Contract.

9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, at its sole discretion and on a

case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

## 10. NON-DISCRIMINATION

- 10.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.
- 10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 10 et seq.
- 10.3 Non-Discrimination in Employment
- 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).
- 10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for

employees and job applicants.

- 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Telephone: (800) 884-1684

(800) 700-2320 (TTY)

10.4 Non-Discrimination in Service Delivery

- 10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,

CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”  
(PUB 13)

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7<sup>th</sup> Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
[Social Services Agency (SSA) Contractor and Vendor Compliance page]

11. NOTICES

11.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Contract, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency  
Contracts Services  
500 N. State College Blvd, Suite 100  
Orange, CA 92868

CONTRACTOR: Mercy House Living Centers  
PO Box 1905  
Santa Ana, CA 92702

11.2 All notices shall be deemed effective when in writing and when:

11.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 11.1 above;

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or

11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

11.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

## 12. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## 13. INDEMNIFICATION

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

## 14. INSURANCE

14.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to

keep such insurance coverage current and provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.

- 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 14.3 All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this contract.
- 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 14.5 Qualified Insurer
- 14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [ambest.com](http://ambest.com)).
- 14.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.



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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	\$889,863

- 14.6 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

14.7 Required Coverage Forms

- 14.7.1 Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
- 14.7.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### 14.8 Required Endorsements

14.8.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

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

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

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

14.8.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

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

14.8.3.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

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

employment.

- 14.10 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.
- 14.11 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are a "Claims-Made" policy(cies), CONTRACTOR shall agree to the following:
- 14.11.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 14.11.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 14.11.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.
- 14.12 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 14.13 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 11 of this Contract.
- 14.14 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 14.15 COUNTY expressly retains the right to require CONTRACTOR to increase or

decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

14.16 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

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

#### 15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

15.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or

relating to services performed by CONTRACTOR under this Contract.

- 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.
- 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

#### 16. CONFLICT OF INTEREST

- 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors 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.
- 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

#### 17. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

#### 18. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Contract with any funds made available under this Contract. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

## 19. EQUIPMENT

19.1 All items purchased with funds provided under this Contract, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Contract. Upon the termination of this Contract, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

- 19.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.
- 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

- 19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.
- 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.
- 19.3 Computer Equipment
- No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified above in Subparagraphs 19.1.1 to 19.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Contract.
- 19.4 Use of COUNTY Computer Equipment
- COUNTY intends to permit CONTRACTOR the use of computer equipment provided by ADMINISTRATOR. Said computer equipment shall be used solely by employees of CONTRACTOR, for the purpose of, and while performing their assigned duties pursuant to this Contract, and shall remain the property of COUNTY. CONTRACTOR shall ensure that each of its employees, volunteers, consultants, or agents that have access to COUNTY facilities and/or data contained in ADMINISTRATOR's Computer Information System completes information

security and computer usage training provided by ADMINISTRATOR, signs and adheres to the provisions as they currently exist and as they may be hereafter amended in Attachment B and C and Attachment D to this Contract and signs and adheres to any subsequent contracts required by federal or State laws or regulations. CONTRACTOR's failure to have all CONTRACTOR employees that have access to COUNTY's facilities and/or data execute the contracts and/or complete the training shall constitute a breach of this Contract.

## 20. BREACH SANCTIONS

20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

20.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

## 21. PAYMENTS

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall be \$10,682,630, or actual allowable costs, whichever is less for the term of July 1, 2023, through June 30, 2025.



## 21.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for the month of June during the term of the contract, during the month of such anticipated expenditure.

## 21.3 Advance Payment

ADMINISTRATOR may, at its sole discretion, advance to CONTRACTOR an amount(s) not in excess of 16.66 percent (16.66%) of the maximum funding obligation of COUNTY for the first 12-month period of the Contract, upon receipt of a written request(s). The request shall be accompanied by such justification as ADMINISTRATOR may require. ADMINISTRATOR may deduct any such advances from any one or more payments owed to CONTRACTOR prior to April 30th within the same fiscal year as the advanced payment. If, at the conclusion of this Contract, there is a balance owing COUNTY, CONTRACTOR shall immediately refund said monies to COUNTY.

## 21.4 Claims

21.4.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.4.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.4.2 All claims must be submitted on a form approved by ADMINISTRATOR.

ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 27 of this Contract.

21.4.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

21.4.4 Year-End and Final Claims

21.4.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2025. Claims received after August 30th may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon written notice to CONTRACTOR.

21.4.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

## 22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance

with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

### 23. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and during the term of this Contract.

### 24. PROGRAM INCOME

It is mutually understood that the State or federal agency responsible for providing the funding for this Contract may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- 24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program Income.
- 24.2 Set up and maintain a separate bank account for any proposed Program Income and account for any and all such income received.
- 24.3 Report to ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt, record the amount received on internal financial records, and indicate the amount received on the monthly claim submitted to ADMINISTRATOR.
- 24.4 ADMINISTRATOR will then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or federal agencies for

approval.

24.5 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

24.6 ADMINISTRATOR may issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

## 25. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this Contract. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

## 26. INDEPENDENT AUDIT

26.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Contract, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of

organization-wide audits for each of the fiscal cycles corresponding with the term of this Contract. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Contract with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

## 27. RECORDS, INSPECTIONS, AND AUDITS

### 27.1 Financial Records

27.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

27.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

### 27.2 Client Records

27.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Contract in a form acceptable to ADMINISTRATOR.

27.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to

the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 43.2.

27.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Contract.

### 27.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

### 27.4 Inspections and Audits

27.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Contract. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract and the premises in which it is being performed.

27.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

27.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by

COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Contract.

#### 27.5 Evaluation Studies

CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

### 28. PERSONNEL DISCLOSURE

28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 17 of Attachment A (hereinafter referred to as "Personnel").

28.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

28.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

28.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

28.2.3 The professional degree, if applicable, and experience required for each position; and

28.2.4 The language skill, if applicable, for all Personnel.

28.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to

provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.

- 28.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).
- 28.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 28.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 28.7 In the event a record is revealed through the processes described in Subparagraphs 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 28.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment



under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

- 28.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 20 above.
- 28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 28.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 28.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 28 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### 29. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR

shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing purposes. The information shall be posted in all reception areas where clients are served.

32. CONFIDENTIALITY

32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

32.2 All records and information concerning any and all persons referred to

CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.

32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

### 33. SECURITY

#### 33.1 Security Requirements

33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

33.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

- 33.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.
  - 33.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.
  - 33.1.1.4 Firewall protection.
  - 33.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
  - 33.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Contract administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.
- 33.2 Security Breach Notification
- 33.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:
    - 33.2.1.1 Investigate to determine the nature and extent of the Security Breach.
    - 33.2.1.2 Contain the incident by taking necessary action, including, but

not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

- 33.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.
- 33.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

#### 34. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Contract, including those covered by copyright.

#### 35. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to

be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

36. SERVICES DURING EMERGENCY AND/OR DISASTER

- 36.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.
- 36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency

and/or disaster.

### 37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

- 37.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.
- 37.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:
- 37.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
- 37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds ;
- 37.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
- 37.2.3.1 Any commercial product or service; and
- 37.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

### 38. REPORTS

38.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.

38.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

#### 39. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

#### 40. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

40.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

40.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

40.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

#### 41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess



of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 41.1.1 - 41.1.1.4.

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

41.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

41.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

41.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

41.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 42. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

#### 43. TERMINATION PROVISIONS

43.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

43.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

43.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing

to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Contract.

- 43.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.
- 43.5 If any term, covenant, condition, or provision of this Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### 44. COOPERATIVE CONTRACT

- 44.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.
- 44.2 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract.

Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

- 44.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.
- 44.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

#### 45. GOVERNING LAW AND VENUE

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

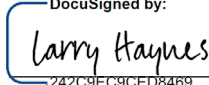
#### 46. SIGNATURE IN COUNTERPARTS

- 46.1 The parties agree that separate copies of this Contract may be signed by each of the parties, and this Contract will have the same force and effect as if the original had been signed by all the parties.
- 46.2 CONTRACTOR represents and warrants that the person executing this Contract on

behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: *MERCYHOUSE LIVING CENTERS***

Larry Haynes	President and Chief Executive Officer
_____ Print Name <small>DocuSigned by:</small>	_____ Title
 Signature	4/25/2023   2:29:20 PM PDT
<small>242C9EC9CED8469...</small>	_____ Date

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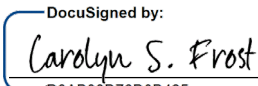
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**County of Orange**, a political subdivision of the State of California

Deputized Designee Signature:

_____ Print Name	_____ Deputy Purchasing Agent Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

Carolyn S. Frost	Deputy County Counsel
_____ Print Name <small>DocuSigned by:</small>	_____ Title
 Signature	4/25/2023   4:44:28 PM PDT
<small>D3AB98D78D0B425...</small>	_____ Date

**ATTACHMENT A****SCOPE OF WORK****FOR THE PROVISION OF HOUSING SERVICES PROGRAM****HOUSING SUPPORT PROGRAM SERVICES****1. POPULATION TO BE SERVED**

1.1 CONTRACTOR shall provide services to individuals and/or families referred by ADMINISTRATOR in accordance with California Work Opportunity and Responsibility to Kids Act of 1997 (CalWORKs), State and federal regulation, and/or COUNTY policy, hereafter referred to as “CLIENT(s).”

1.2 CLIENT(s) include, but are not limited to, individuals and/or families:

1.2.1 Experiencing homelessness or at-risk of homelessness, including individuals and/or families who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being;

1.2.2 Having a CalWORKs Family Reunification (AB 429) case: The continuation of CalWORKs services when a child has been removed from the home and is receiving out-of-home care.

1.3 CLIENT(s) referred by ADMINISTRATOR not defined in Subparagraphs 1.1 and 1.2 of Attachment A of this Contract, may be referred for services as determined by ADMINISTRATOR.

**2. DEFINITIONS**

2.1 At-Risk of Homelessness: An individual or family who: is experiencing housing instability, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being; have no subsequent permanent residence secured; and lack resources or support networks needed to stabilize their unique housing situation and secure permanent housing. This definition of “at-risk of homelessness” is inclusive of, but not limited to, the Department of Housing and Urban Development (HUD)

definition of “at-risk of homelessness” under 24 Code of Federal Regulations section 91.5.

- 2.2 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.
- 2.3 Client Intervention Meetings: Meetings (e.g., Family Support Assessment, Family Resource Center Case Management Team, Children and Family Team) attended by individuals with diverse expertise as determined by ADMINISTRATOR who collaborate to assist the CalWORKs family in identifying their strengths and needs and services to reach self-sufficiency.
- 2.4 Continuum of Care (CoC): The CoC is a collection of nonprofits and agencies that come together to promote community wide commitment to the goal of ending homelessness; promote access to and affect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness. The CoC is the administrator of Homeless Management Information System (HMIS) for Orange County.
- 2.5 Coordinated Entry System (CES): A project that administers the continuum’s centralized or coordinated process to coordinate assessment and referral of individuals and families seeking housing or services, including the use of a comprehensive and standardized assessment tool.
- 2.6 Critical Time Intervention (CTI): A housing model that starts with the transition of engagement with case management, securing housing and retaining housing through a multi-phase approach that builds upon the client’s own strengths, community, and self-sufficiency as each phase passes.
- 2.7 Cultural competency: Considers cultural and linguistic factors in addressing the needs of the population to be served in Paragraph 1. Subpopulation identities may



include, but are not limited to: race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, veterans, and victims of domestic violence.

- 2.8 Eviction prevention: Eviction prevention is not narrowly targeted to only those households who are at-risk of homelessness due to a potential eviction. Eviction prevention strategies include short term or one-time financial assistance payments, payment of back rent, and may also offer more substantial case management or other supportive services.
- 2.9 Family Housing Plan (FHP): A documented, evidence-based, and client-centered housing plan, developed in collaboration with CLIENT(s), that: identifies and addresses specific needs and barriers to housing stability; reflects realistic housing options; describes specific timeliness, existing resources, desired goals; takes into account the long-term ability of the CLIENT(s) to maintain housing; and tracks CLIENT(s)' progress.
- 2.10 Harm reduction: Policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the CLIENT(s)' health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.).
- 2.11 Homeless Management Information System (HMIS): HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
- 2.12 Homelessness prevention assistance: Homelessness preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help CLIENT(s) regain stability in their current housing, or move and achieve stability in a new housing location. This may include, but is not limited to: rental or utility arrears, late fee payments, first month's rent and/or security deposits, landlord mediation, repairs, connection to housing stabilization services,

habitability/accessibility improvements, and housing navigation.

- 2.13 Housing First: This is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry. Supportive services are voluntarily offered and maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals as eligibility for permanent housing referrals.
- 2.14 Literally Homeless: An individual or family who: lacks a fixed, regular, and adequate nighttime residence; will imminently lose their primary nighttime residence; unaccompanied youth under 25 years of age, or families with children and youth; is fleeing, or is attempting to flee, domestic violence that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence. This definition of “homelessness” is inclusive of, but not limited to, the HUD definition of “homelessness” under 24 Code of Federal Regulations section 91.5.
- 2.15 Motivational Interviewing: Directive, client-centered counseling style for eliciting behavior by helping clients to explore and resolve ambivalence.
- 2.16 Permanent housing: Permanent housing may include unsubsidized housing; subsidized housing; permanent supportive housing; or housing shared with friends or family in a sustainable living situation (one that should not be categorized as “temporary” or “transitional”). Permanent housing does not include shelter, hotel/motel, a transitional housing program, jail or prison, or a treatment facility.
- 2.17 Progressive Engagement: Progressive Engagement is a flexible, targeted and efficient approach to service delivery. Progressive Engagement recognizes each CLIENT(s) strengths and needs can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs.
- 2.18 Rapid Re-housing (RRH): RRH provides short-term rental assistance and service with a goal to help CLIENT(s) obtain housing quickly, increase self-sufficiency,

and stay housed. RRH is offered without pre-conditions (such as employment, absence of criminal record, or sobriety) and the resources and services provided are tailored to needs of the CLIENT(s).

- 2.19 Trauma-informed care: An approach that embraces an understanding of trauma at every step of service delivery. This model requires a compassionate and understanding attitude, in order to address the intersecting effects that trauma can have on people's lives.
- 2.20 Transitional housing: Transitional housing provides temporary housing with supportive services to CLIENT(s) experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional housing is limited and provided in accordance with State, federal, and/or COUNTY guidelines.
- 2.21 Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT): The VI-SPDAT is a survey administered both to CLIENT(s) to determine risk and prioritization when providing assistance to homeless and at-risk of homelessness persons.

### 3. HOURS OF OPERATION

- 3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served, as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
- 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 3.1 of Attachment A. Any unauthorized closure

shall be deemed a material breach of this Contract, pursuant to Paragraph 20, and shall not be reimbursed.

3.3 CONTRACTOR shall provide telephone support for hours outside of minimum hours indicated in Subparagraph 3.1 above to ensure response to housing support needs are provided twenty-four (24) hours per day, seven (7) days per week, as necessary to support housing stabilization of CLIENT(s). CONTRACTOR shall inform all CLIENT(s) of an emergency contact name and telephone number whom CLIENT(s) may call for assistance during non-business hours.

3.4 CONTRACTOR shall provide telephone support to landlords twenty-four (24) hours per day, seven (7) days per week to respond to landlords' concerns and needs.

#### 4. WORKLOAD STANDARD

4.1 CONTRACTOR shall provide financial assistance, housing counseling and case management to a minimum of 236 new referrals per Fiscal Year.

4.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify workload standards as set forth in this Paragraph and as authorized by COUNTY, without reducing the level of service to be provided by CONTRACTOR.

#### 5. GENERAL REQUIREMENTS

CONTRACTOR shall:

5.1 Ensure delivery of services is based on the following principles:

5.1.1 Sensitive to literacy, language, and sociocultural issues that may impact CLIENT(s);

5.1.2 Integrated, coordinated, and easily accessible resources for CLIENT(s);

5.1.3 Strength-based, family-friendly, and family-centered services;

5.1.4 Implemented in a manner that increases equitable services access and outcomes and in support of cultural competencies;

5.1.5 Prioritizes and focuses on assisting CLIENT(s) experiencing chronic homelessness and/or the longest length of homelessness; and

5.1.6 Outcome-driven and focused on identifying indicators that accurately reflect progress towards stated Outcome Objectives in Paragraph 8 of Attachment A.

- 5.2 Ensure delivery of services to CLIENT(s) either in person, via the telephone, or through a virtual web-based communications platform approved by ADMINISTRATOR.
- 5.3 Accept and provide services to all CLIENT(s) referred by ADMINISTRATOR within the available funding, regardless of the number of referrals. CONTRACTOR shall not refuse CLIENT(s) without ADMINISTRATOR's approval.
- 5.4 Utilize evidence-based models and approaches, such as RRH and Housing First principles, and incorporate approaches such as Motivational Interviewing, Progressive Engagement, trauma-informed care, Critical Time Intervention, harm reduction and risk management to: assist CLIENT(s) in obtaining and maintaining permanent housing and to provide wrap-around support to foster permanent housing retention.
- 5.5 Ensure HSP services include: Intake, Assessment, Housing Identification, Financial Assistance, Case Management, Housing Navigation, and Termination of Services as specified in Paragraph 6 of Attachment A.
- 5.6 Provide monthly educational classes or workshops, using a standardized, evidence based curriculum that CLIENT(s) can access, in areas such as, but not limited to: financial literacy, budgeting, housing search and housing sustainability.
- 5.7 Work with and motivate CLIENT(s) with multiple barriers that may impede access to permanent housing and tailor CLIENT(s) engagement to the unique and changing needs of CLIENT(s), with appropriate support.
- 5.8 Coordinate with COUNTY's homelessness response system, including, but not limited to: participation in the CoC, CES, and HMIS to understand and meet the needs of CLIENT(s) as well as to understand and address racial disproportionality for CLIENT(s).
- 5.9 Establish strong collaboration and coordination with other homeless service providers, including those that actively participate in the CES, CoC, and non-traditional partners to ensure that CLIENT(s) will be linked to appropriate local

homeless support services and resources.

- 5.10 Provide bilingual staff to serve CLIENT(s) who speak: Arabic, English, Farsi, Spanish, Vietnamese, or any other language consistent with and having a constant ratio to the population to be served, as determined by ADMINISTRATOR.
- 5.11 Outside translation services shall be utilized for those CLIENT(s) whose primary language is other than those listed above or any other language in which CONTRACTOR's staff are not fluent. When CLIENT(s) exhibit the need for outside translation services, CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR, or in urgent circumstances, report use of outside translation services with justification to ADMINISTRATOR within three (3) business days.
- 5.12 Ensure CONTRACTOR's staff are trained in Housing First and RRH principles; Motivational Interviewing; Progressive Engagement; trauma-informed care; Critical Time Intervention; harm reduction and risk management; COUNTY policies and procedures; COUNTY data system(s); and State and federal regulations and/or as required by ADMINISTRATOR.
- 5.13 Maintain a network of resources for CLIENT(s) linkages through both formal and informal collaborations and partnerships with existing services, both within CONTRACTOR's organization and community partners to best maximize the use of existing resources, and avoiding duplication of services. Networks shall include, but are not limited to:
  - 5.13.1 Physical health care;
  - 5.13.2 Mental health care;
  - 5.13.3 Substance abuse treatment;
  - 5.13.4 Benefits support;
  - 5.13.5 Employment services;
  - 5.13.6 Legal services;
  - 5.13.7 Credit counseling;
  - 5.13.8 Education;
  - 5.13.9 Transportation; and/or

- 5.13.10 Other specialized populations such as victims of domestic violence.
- 5.14 Conduct outreach, including but not limited to:
  - 5.14.1 Creating outreach materials in a format approved by ADMINISTRATOR;
  - 5.14.2 Having an outreach and engagement strategy in place for CLIENT(s) that are unable to or unlikely to come to CONTRACTOR or ADMINISTRATOR facilities;
  - 5.14.3 Attending and/or conducting outreach events, as required by ADMINISTRATOR; and
  - 5.14.4 Developing and presenting information regarding CONTRACTOR's HSP services as required by ADMINISTRATOR.

## 6. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

- 6.1 Intake
  - 6.1.1 All referrals will be reviewed, assessed, and assigned to CONTRACTOR's staff within two (2) business days of referral.
  - 6.1.2 Notify ADMINISTRATOR of CONTRACTOR staff assigned to each referral.
  - 6.1.3 Verify CLIENT(s)' contact information by contacting ADMINISTRATOR, and utilizing HMIS and/or COUNTY data systems, as required by ADMINISTRATOR.
  - 6.1.4 Attempt to contact CLIENT(s) to schedule an Assessment within five (5) business days of assignment to CONTRACTOR's staff.
  - 6.1.5 Make a minimum of three (3) contact attempts, on three (3) varying days and times, via CLIENT(s) preferred method of communication (e.g., text, phone call, email) within ten (10) business days, if the initial contact is unsuccessful.
  - 6.1.6 Document all contact attempts in HMIS and/or COUNTY data systems, as required by ADMINISTRATOR.
  - 6.1.7 Notify ADMINISTRATOR when unable to contact CLIENT(s) after three

failed (3) contact attempts and return referral to ADMINISTRATOR.

6.2 Assessment

- 6.2.1 Collaborate with ADMINISTRATOR to verify CalWORKs eligibility, when needed.
- 6.2.2 Obtain and update history of participation in other homeless service assistance programs and collection of needed demographic information from CLIENT(s), HMIS and/or COUNTY data systems.
- 6.2.3 Utilize the VI-SPDAT to identify which services will benefit the CLIENT(s) most and prioritize the CLIENT(s)' housing needs based on the following categories, or as determined by ADMINISTRATOR, or hereafter amended:
  - 6.2.3.1 Level 1 – Literally Homelessness
  - 6.2.3.2 Level 2 – At Risk of Homelessness
  - 6.2.3.3 Level 3 – Other housing needs
- 6.2.4 Assess and re-assess the CLIENT(s)' needs and make recommendations to appropriate and eligible housing and/or supportive services that best meet the CLIENT(s)' needs and address potential areas that may impact housing stability.
- 6.2.5 Collaborate with CLIENT(s), in accordance with State, federal, and/or COUNTY guidelines, in the development of the FHP to include:
  - 6.2.5.1 The goals of CLIENT(s) and focus on identifying and securing permanent housing as well as other life areas that will support and assist CLIENT(s) in successfully obtaining and maintaining permanent housing;
  - 6.2.5.2 An evidence-based and client-centered plan to address CLIENT(s)' specific needs and barriers to housing and track CLIENT(s)' progress on established goals and milestones;
  - 6.2.5.3 CLIENT(s)' realistic housing options based on household composition and current fair market value in the County of Orange or neighboring counties;
  - 6.2.5.4 Timeliness, existing resources, desired outcomes, and



- CLIENT(s)' long-term ability to maintain permanent housing;
- 6.2.5.5 Agreement to ongoing case management services and additional services needed to assist CLIENT(s) into permanent housing; including limited transitional housing when needed; and
- 6.2.5.6 Housing resources, budget analysis, and other service referrals as needed.
- 6.2.6 Provide a copy of the FHP to CLIENT(s) and, upon request, to ADMINISTRATOR.
- 6.2.7 Provide a list of housing resources/linkages to CLIENT(s) not eligible to HSP services through both formal and informal collaborations and partnerships.
- 6.2.8 Provide written notice of approval or denial of services, in a format approved by ADMINISTRATOR, to CLIENT(s) and, upon request, to ADMINISTRATOR.
- 6.2.9 Enter CLIENT(s)' required data into HMIS, and/or required COUNTY data systems, within three (3) business days, or as determined by ADMINISTRATOR.
- 6.2.10 Maintain records of appropriate documentation in support of the assessment process.
- 6.3 Housing Identification
- 6.3.1 Designate staff dedicated to housing identification, as required by ADMINISTRATOR.
- 6.3.2 Utilize marketing tools and rental subsidies as incentives for engaging landlords to rent to CLIENT(s) with barriers to housing stability.
- 6.3.3 Address potential barriers to landlord participation such as concerns about the temporary nature of rental assistance and tenant qualifications.
- 6.3.4 Develop an understanding of the County of Orange's housing market and neighboring counties.
- 6.3.5 Develop strong business relationships in the private housing market with real estate owners, developers, brokers, and property managers and the supportive housing community.

6.3.6 Recruit, establish, and maintain positive relationships with landlords and hotel/motel owners and/or managers, to provide housing opportunities for CLIENT(s).

#### 6.4 Financial Assistance

6.4.1 Provide flexible and individualized financial assistance to CLIENT(s) which supports a progressive path towards permanent housing and housing stability.

6.4.2 Provide financial assistance to CLIENT(s) including, but not limited to:

6.4.2.1 Homeless assistance;

6.4.2.2 Homeless prevention assistance;

6.4.2.3 Eviction prevention services;

6.4.2.4 Move-in costs including, but not limited to: application fees, legal fees, credit report fees, repair fees, security deposits, pet deposits, and/or first month rent;

6.4.2.5 Transitional housing assistance, including but not limited to: emergency shelter and/or hotel/motel costs;

6.4.2.6 Permanent housing assistance;

6.4.2.7 Utility assistance;

6.4.2.8 Essential household items including, but not limited to: appliances, furniture, and minor home improvements to bring housing up to HUD standards;

6.4.2.9 Rental arrears; and

6.4.2.10 Utility arrears.

6.4.3 Follow the financial assistance guidelines provided by ADMINISTRATOR.

#### 6.5 Case Management

6.5.1 Provide case management to CLIENT(s) from the point of intake, as described in Subparagraph 6.1 of Attachment A, through termination of services, as described in Subparagraph 6.7 of Attachment A.

6.5.2 Meet with CLIENT(s) weekly, using CLIENT(s) preferred method of communication, to review progress towards CLIENT(s) goals and plans

- as stated in the FHP.
- 6.5.3 Coordinate services with other COUNTY case plans, including but not limited to: Cal Learn, Client Intervention Meetings, and Welfare-to-Work.
  - 6.5.4 Identify additional service needs based on the VI-SPDAT that are preventing the family from obtaining and maintaining permanent housing.
  - 6.5.5 Continuously re-assess CLIENT(s)' needs and update the FHP.
  - 6.5.6 Provide intensive case management to CLIENT(s) who:
    - 6.5.6.1 Have not secured permanent housing after six (6) months of FHP development;
    - 6.5.6.2 Have been housed on fixed/limited income;
    - 6.5.6.3 Face multiple barriers including, but not limited to: difficulty maintaining employment; inability to improve income due to fixed income; debilitating medical needs; substance use; significant mental health needs; and/or history of domestic violence.
  - 6.5.7 Communicate any changes to CLIENT(s)' services to ADMINISTRATOR, upon request.
  - 6.5.8 After CLIENT(s) is permanently housed, CONTRACTOR shall contact CLIENT(s) at least two (2) times a month for months one (1) through three (3), and one (1) time a month for months four (4) through twelve (12) to:
    - 6.5.8.1 Provide ongoing assistance and resources to CLIENT(s);
    - 6.5.8.2 Ensure long-term housing stability and compliance with FHP;
    - 6.5.8.3 Support CLIENT(s) transition and assist in addressing additional needs;
    - 6.5.8.4 Ensure CLIENT(s) can comply with their rental agreement; and
    - 6.5.8.5 Establish future planning for sustaining rent after HSP services end.
  - 6.5.9 Record CLIENT(s) contacts, services provided, comments, or notes in HMIS and COUNTY data system, as determined by ADMINISTRATOR.
- 6.6 Housing Navigation
- 6.6.1 Designate staff dedicated to housing navigation, as required by

## ADMINISTRATOR.

- 6.6.2 Provide housing navigation services to support CLIENT(s) in identifying available housing units and connect to available housing resources.
- 6.6.3 Offer housing navigation with a focus on transitioning from homelessness to permanent housing.
- 6.6.4 Develop, maintain, and provide a list of potential housing opportunities for CLIENT(s) to assist with effective housing search.
- 6.6.5 Assist CLIENT(s) in obtaining permanent housing, by providing housing navigation services such as, but not limited to:
  - 6.6.5.1 Understanding CLIENT(s)' housing desires and needs;
  - 6.6.5.2 Reviewing a housing budget and eliminating credit barriers;
  - 6.6.5.3 Accompanying CLIENT(s) when meeting potential landlords;
  - 6.6.5.4 Negotiating with landlords to help CLIENT(s) access housing;
  - 6.6.5.5 Completing all housing applications and lease signing;
  - 6.6.5.6 Completing a move-in checklist or walkthrough (including virtual) to ensure habitability, health and sanitation standards are met.
- 6.7 Termination of Services
  - 6.7.1 Conduct a post housed assessment and, as applicable, a warm handoff to other community partner(s) when services terminate based on CLIENT(s) being successfully and permanently housed.
  - 6.7.2 Refer CLIENT(s) to other resources and linkages when services terminate based on unsuccessfully being permanently housed.
  - 6.7.3 Provide written notification to CLIENT(s) when services terminate.
  - 6.7.4 Provide written notification and a summary of services to ADMINISTRATOR when CLIENT(s) services terminate.

7. ADDITIONAL RESPONSIBILITIES

- 7.1 Services will be recorded in HMIS in accordance with HUD HMIS data standards, State and federal rules and regulations, and/or COUNTY policies and procedures.
- 7.2 All HMIS data shall be entered within three (3) business days of services provided,

including client-level data and data on housing and services to CLIENT(s).

- 7.3 CLIENT(s) data and services provided shall be recorded in COUNTY data systems, as required by ADMINISTRATOR.

7.3.1

## 8. OUTCOME OBJECTIVES

CONTRACTOR shall meet the following outcomes during each fiscal year of this Contract:

- 8.1 Ninety percent (90%) of referred CLIENT(s) will be provided an approval or denial within thirty (30) calendar days from the date the assessment is completed;
- 8.2 A minimum of seventy percent (70%) of CLIENT(s) approved for services will transition to permanent housing;
- 8.3 A minimum of fifty percent (50%) of CLIENT(s) will move into permanent housing within one hundred twenty (120) calendar days of approval of services;
- 8.4 A minimum of seventy percent (70%) of CLIENT(s) will remain housed after one (1) year from date of original move-in to permanent housing;
- 8.5 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify outcome objectives, without reducing the level of service to be provided by CONTRACTOR.

## 9. REPORTING REQUIREMENTS

- 9.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State, federal or County required reports related to the services provided under this Contract.
- 9.2 ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.
- 9.3 CONTRACTOR shall provide, by the tenth (10<sup>th</sup>) calendar day of each month, a status report for the preceding month, in a format approved by ADMINISTRATOR. Data elements shall include, but are not limited to, the following:
- 9.3.1 Referrals received with referral date;

- 9.3.2 Referrals denied, reason for denial, and denial date;
- 9.3.3 Referrals approved with approval date;
- 9.3.4 Total individuals in the CalWORKs household;
- 9.3.5 CLIENT(s)' housing status at approval of services;
- 9.3.6 Active and pending cases;
- 9.3.7 Discontinued cases, reason for discontinuance, and date of discontinuance;
- 9.3.8 CLIENT(s) housing status at termination of services;
- 9.3.9 Financial assistance provided, including but not limited to:
  - 9.3.9.1 Type of financial assistance as specified in Subparagraph 6.4.2 of Attachment A;
  - 9.3.9.2 Dollar amount of financial assistance;
  - 9.3.9.3 Date financial assistance was issued;
  - 9.3.9.4 Timeframe of financial assistance.
- 9.3.10 Case status at the end of the month.
- 9.4 CONTRACTOR shall correct inaccuracies or missing information in status reports within two (2) business days of ADMINISTRATOR's request for correction.
- 9.5 CONTRACTOR shall provide an evaluation of services through distribution and collection of customer satisfaction surveys at the termination of services in a format approved by ADMINISTRATOR. Survey results, along with any corrective action(s) with respect to survey findings or trends, shall be provided to ADMINISTRATOR on a monthly basis.

## 10. FACILITIES

- 10.1 Administrative services under this Contract shall be provided at:
  - Mercy House Living Centers
  - 203 N. Golden Circle
  - Santa Ana, CA 92705
- 10.2 CONTRACTOR shall provide services, pursuant to rent free license agreement(s) with the COUNTY, at the following COUNTY facilities, or as determined by

ADMINISTRATOR:

Anaheim Regional Center  
3320 E. La Palma Ave  
Anaheim, CA 92806

Laguna Hills Regional Center  
23330 Moulton Pkwy  
Laguna Hills, CA 92653

Santa Ana Regional Center  
1928 S. Grand Ave  
Santa Ana, CA 92705

Cypress Regional Center  
6100 Chip Ave  
Cypress, CA 90630

Foster Care Regional Center  
840 N. Eckhoff St.  
Orange, CA 92868

10.3 CONTRACTOR shall provide services in facilities and locations throughout Orange County, including, but not limited to, CLIENT(s)' residence or sites mutually agreed upon by CONTRACTOR and CLIENT(s).

10.4 CONTRACTOR shall provide facility(ies) for administering services. CONTRACTOR's facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist, or may be subsequently amended.

10.5 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing

COUNTY's maximum obligation.

10.6 CONTRACTOR shall inform ADMINISTRATOR and on-site COUNTY management staff in advance, or within twenty-four (24) business hours of any operational change that could result in an impact to co-located COUNTY staff workload, caseload, or provision of services.

#### 11. HANDLING COMPLAINTS

11.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating, and responding to CLIENT(s)' complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments and other complaints related to services provided under this Contract.

11.2 CONTRACTOR shall maintain a log for identification and responses to CLIENT(s)' complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted. Responses to complaints shall occur within two (2) business days, unless otherwise authorized by ADMINISTRATOR.

11.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to ADMINISTRATOR prior to responding to the complaint.

11.4 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint, except as provided for in Subparagraph 11.3. Complaints include, but are not limited to, complaints from CLIENTS, other contract service providers, community organizations, and the public. Any incidents involving harassment or injury must be reported to ADMINISTRATOR within one (1) business day of the incident.

#### 12. QUALITY ASSURANCE AND QUALITY CONTROL

12.1 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start



date and will be updated and resubmitted for ADMINISTRATOR approval when changes occur.

- 12.1.1 The Quality Control Plan shall include, but not limited to, the following:
  - 12.1.1.1 The method for ensuring the services, deliverables, and requirements is being provided at or above the level of quality per this Contract;
  - 12.1.1.2 The method for assuring that the staff rendering services under this Contract have the necessary qualifications;
  - 12.1.1.3 The method for assuring all staff receive initial and ongoing training as required in Subparagraph 15.2 of Attachment A;
  - 12.1.1.4 Activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title(s) of the individual(s) who will perform the inspections;
  - 12.1.1.5 The method for identifying and preventing deficiencies in the quality of services, as defined by ADMINISTRATOR;
  - 12.1.1.6 Maintenance of a file of all inspections conducted by CONTRACTOR and, if necessary, the corrective action taken;
  - 12.1.1.7 Method for continuing services in the event of an emergency, such as a strike by CONTRACTOR's employees or a natural disaster;
  - 12.1.1.8 CONTRACTOR shall cooperate with any third-party audit or inspections as required by ADMINISTRATOR or other COUNTY, State or federal agency.

### 13. UTILIZATION REVIEW

13.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of CLIENT(s) cases. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. CLIENT(s) cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

13.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's  
MA-063-23010974

facility referenced in Paragraph 10 of Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

- 13.3 In the event CONTRACTOR and ADMINISTRATOR are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Family Self-Sufficiency and Adult Services Division for final resolution. Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 43 of this Contract.

#### 14. MEETINGS

- 14.1 Participate in meetings to address service delivery issues on a monthly basis or as requested by ADMINISTRATOR.
- 14.2 Attend Client Intervention Meetings to engage CLIENT(s) in a discussion focused on CLIENTS' strengths and needs.
- 14.3 Attend other meetings as requested by ADMINISTRATOR.

#### 15. TRAINING

CONTRACTOR shall:

- 15.1 Attend trainings, conferences, and meetings as required by ADMINISTRATOR.
- 15.2 Provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.
- 15.3 Ensure CONTRACTOR's staff receives cultural competency, sensitivity, and responsiveness training.
- 15.4 Ensure CONTRACTOR staff are trained with respect to: RRH and Housing First principles; Motivational Interviewing; Progressive Engagement; Critical Time Intervention; trauma-informed care; and harm reduction and risk management.
- 15.5 Maintain a log of in-house training activities for CONTRACTOR's staff. This log

shall be made available to ADMINISTRATOR, upon request.

- 15.6 CONTRACTOR is solely responsible for ensuring that CONTRACTOR's staff understand and correctly implement the requirements of this Contract when providing services to CLIENT(s).

## 16. BUDGET

- 16.1 The estimated annual budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

ESTIMATED BUDGET FOR PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024

### STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS</u> <sup>(1)</sup>	<u>Position Type</u> <sup>(1)</sup>	<u>Maximum Hourly Rate</u> <sup>(3)</sup>	<u>FTEs</u> <sup>(2)</sup>	<u>Amount</u>
Housing Solutions Supervisor	D	\$26.00	4.00	
Housing Solutions Case Manager	D	\$23.00	14.00	
Leasing Agent	D	\$23.00	6.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$1,173,120

### ADMINISTRATIVE POSITIONS<sup>(1)</sup>

Housing Solutions Director	A	\$38.46	0.20	
Housing Solutions Regional Director	A	\$36.06	0.40	
Housing Solutions Program Manager	A	\$29.00	0.60	
Chief Executive Officer	A	\$108.17	0.06	
Chief Operations Officer	A	\$72.12	0.10	
Accounting Manager	A	\$40.87	0.20	
Accounting Supervisor	A	\$32.00	0.30	
Accounting Specialist	A	\$27.00	0.80	
Housing Solutions Administrative Manager	A	\$28.00	0.30	
IT Specialist	A	\$22.00	0.20	
Human Resource Manager	A	\$33.00	0.20	
Human Resource Specialist	A	\$22.00	0.25	
Data Specialist	A	\$21.00	1.50	
SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				<u>\$309,900</u>

TOTAL STAFFING SALARIES	\$1,483,020
EMPLOYEE BENEFITS <sup>(4)</sup> (28%)	<u>\$415,246</u>
TOTAL STAFFING & EMPLOYEE BENEFITS	\$1,898,266
TOTAL SERVICES AND SUPPLIES <sup>(5)</sup> <sup>(6)</sup>	\$30,125
TOTAL OPERATING EXPENSES <sup>(7)</sup>	<u>\$155,170</u>
SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$185,295
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$2,083,561
TOTAL DIRECT FINANCIAL ASSISTANCE <sup>(8)</sup>	<u>\$3,257,754</u>
<b>TOTAL ANNUAL BUDGET <sup>(9)</sup></b>	<b>\$5,341,315</b>

ESTIMATED BUDGET FOR PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025

STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS<sup>(1)</sup></u>	<u>Position Type<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(3)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
Housing Solutions Supervisor	D	\$26.78	4.00	
Housing Solutions Case Manager	D	\$23.69	14.00	
Leasing Agent	D	\$23.69	6.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$1,208,314
<u>ADMINISTRATIVE POSITIONS<sup>(1)</sup></u>				
Housing Solutions Director	A	\$39.62	0.20	
Housing Solutions Regional Director	A	\$37.14	0.40	

Housing Solutions Program Manager	A	\$29.87	0.60	
Chief Executive Officer	A	\$111.42	0.06	
Chief Operations Officer	A	\$74.28	0.10	
Accounting Manager	A	\$42.09	0.20	
Accounting Supervisor	A	\$32.96	0.30	
Accounting Specialist	A	\$27.81	0.80	
Housing Solutions Administrative Manager	A	\$28.84	0.30	
IT Specialist	A	\$22.66	0.20	
Human Resource Manager	A	\$33.99	0.20	
Human Resource Specialist	A	\$22.66	0.25	
Data Specialist	A	\$21.63	1.50	
<b>SUBTOTAL ADMINISTRATIVE SERVICE SALARIES</b>				<u>\$319,197</u>
<b>TOTAL STAFFING SALARIES</b>				\$1,527,511
<b>EMPLOYEE BENEFITS<sup>(4)</sup> (28%)</b>				<u>\$427,703</u>
<b>TOTAL STAFFING &amp; EMPLOYEE BENEFITS</b>				\$1,955,214
<b>TOTAL SERVICES AND SUPPLIES <sup>(5)</sup> <sup>(6)</sup></b>				\$31,029
<b>TOTAL OPERATING EXPENSES <sup>(7)</sup></b>				<u>\$159,825</u>
<b>SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</b>				\$190,854
<b>SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</b>				\$2,146,068
<b>TOTAL DIRECT FINANCIAL ASSISTANCE<sup>(8)</sup></b>				<u>\$3,195,247</u>
<b>TOTAL ANNUAL BUDGET <sup>(9)</sup></b>				<b>\$5,341,315</b>

(1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to CLIENTS and/or staff who

supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program. Proposed administrative costs should be held to no more than forty percent (40%) of the proposed budget year. CONTRACTOR shall budget a minimum of sixty percent (60%) of total costs for direct services, which includes direct financial assistance and direct services staff (e.g., Housing Navigator, First Line Supervisor, Housing Solutions Case Managers). Budget does not include indirect costs.

- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Contract. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Contract, regardless of the number of hours actually worked.
- (3) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate. <sup>(4)</sup> Employee Benefits include Medical Insurance, Workers Compensation Insurance, 401(k) Contributions, payroll taxes, and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 28.18% of the actual salary expense claimed.
- (5) Mileage is limited to the amount allowed by IRS.
- (6) Services and supplies shall include independent audit, translation services, and office and program supplies.
- (7) Operating expenses shall include facility lease, equipment lease, utilities, telephone, mileage, insurance, and other human resource expenses.
- (8) Direct financial assistance to support housing represents all housing related costs paid out on behalf of the participant. This includes costs associated with rental assistance, application fees, security deposits, first and last months' rent, housing

rehabilitation and modification costs, interim shelter assistance, move-in costs, and landlord incentives.

- (9) The annual budgets are estimated and subject to modification per Subparagraph 16.3 of this Attachment A, providing that such modifications do not change the COUNTY's maximum funding obligation as stated in Subparagraph 21.1 of this Contract.
- 16.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR. During unforeseen circumstances, overtime must be approved in writing by ADMINISTRATOR no more than three (3) business days after the event. Approval of overtime is at the sole discretion of ADMINISTRATOR.
- 16.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete, or modify line items and/or amounts, the number and type of FTE positions, and/or estimated annual budgets without changing COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.4 of this Contract, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1 of this Contract, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 16.4 In the event one of the annual budgets shown in Subparagraph 16.1 of this Attachment is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the period of July 1, 2020, through June 30, 2021, is modified, the modification will be effective until June 30, 2021. Beginning July 1, 2021, the budget will revert to the budget

included in Subparagraph 16.1 of this Attachment until it is modified, if applicable.

## 17. STAFFING REQUIREMENTS

- 17.1 Recruit, hire, and retain the requisite number of culturally and linguistically appropriate staff to provide services as required in this Contract.
- 17.2 Use a formal recruitment plan, which complies with federal and State employment and labor regulations.
- 17.3 Provide training and maintain a competent, stable, and experienced workforce to fulfill service requirements.
- 17.4 Retain staff with interpersonal skills to address challenges with providing services to the population to be served in Paragraph 1 of Attachment A.
- 17.5 Maintain a minimum staffing ratio of twenty (20) unduplicated, CLIENT(s) in a caseload per Housing Solutions Case Manager, or as determined by ADMINISTRATOR.
- 17.6 Fill any vacancies, which may occur during the term of this Contract, in order to ensure the continuous and efficient delivery of services to CLIENT(s). CONTRACTOR shall fill any vacancies with individuals with the appropriate experience and levels of education required for the job and notify the ADMINISTRATOR of changes in staffing. CONTRACTOR shall verify degrees and accreditation of college or university.
- 17.7 Ensure direct service staff are fluent in and possess the ability to prepare written reports in English.
- 17.8 CONTRACTOR shall provide, at a minimum, the following staff at all times during the term of this Contract:
  - 17.8.1 Chief Executive Officer
    - Duties:
      - 17.8.1.1 Identify, create, and implement strategic plans to actualize business objectives;
      - 17.8.1.2 Identify, recruit, train, and develop a talented team of employees who can lead critical departments and manage strategic business



functions;

17.8.1.3 Monitor company operations and ensure employees and business practices comply with regulatory and legal requirements;

17.8.1.4 Develop and oversee all service programs with Chief Operations Officer; and

17.8.1.5 Serve as communication liaison between Board and staff.

Qualifications:

17.8.1.6 Bachelor's degree from an accredited college or university;

17.8.1.7 A minimum of five (5) years of experience in each of the following: Executive experience, managing and developing a budget over five (5) million annually, overseeing department executives, fundraising, interfacing with an executive board of directors, and working with elected officials and public employees;

17.8.1.8 Understanding of finance-related performance standards; and

17.8.1.9 Knowledge of corporate and regulatory best practices.

17.8.2 Chief Operations Officer

Duties

17.8.2.1 Oversee all administrative activities ensuring that all reporting, record keeping, communications, etc. are timely and accurate and ensure policies and practices that promote a healthy agency culture;

17.8.2.2 Manages the overall strategy, purpose, and vision of the human resource department;

17.8.2.3 Attracts, recruits, and retains required members of the executive team not currently in place;

17.8.2.4 Collaborate with the Executive Team to develop and implement plans for the operational infrastructure of systems, processes, and personnel;

17.8.2.5 Guide company workflow strategy and organize all essential business processes;

- 17.8.2.6 Review the efficiency of current business functions;
- 17.8.2.7 Plan change and update day-to-day operations;
- 17.8.2.8 Collaborate with other executive staff to set and meet business objectives;
- 17.8.2.9 Act as a staff liaison for the Board Legal Committee to ensure agency is compliant with federal, State, funding, and city requirements; and
- 17.8.2.10 Ensure the coordination, integration, and delivery of all programs, contracts, and related services, promoting collaborative relationships between program areas and ensuring that the expectations of funders, partners, clients, and other stakeholders are consistently met.

Qualifications

- 17.8.2.11 Bachelor's degree from an accredited college or university;
- 17.8.2.12 A minimum of three (3) years of executive experience, in depth knowledge of the industry and leadership qualities;
- 17.8.2.13 A minimum of three (3) years of experience overseeing department executives;
- 17.8.2.14 Excellent understanding of financial related performance standards;
- 17.8.2.15 Ability to develop and execute financial strategies; and
- 17.8.2.16 Strategic thinking and analytical skills.

17.8.3 Housing Solutions Director

Duties:

- 17.8.3.1 Supports program teams in service delivery;
- 17.8.3.2 Ensure ongoing professional development of program staff;
- 17.8.3.3 Assists with high acuity client needs;
- 17.8.3.4 Ensure teams are practicing trauma informed and client focused strategies; and
- 17.8.3.5 Ensure programs are continuously modified and improved to achieve the highest possible effectiveness.

Qualifications

17.8.3.6 Master's degree from an accredited college or university in human services or related field with at least four (4) years of experience working with diverse populations, preferably in mental health; or

17.8.3.7 A minimum of four (4) years of direct life experience working with long-term homeless, low-income, diverse populations and have a working knowledge of mental health and crisis interventions; and

17.8.3.8 Two (2) years' experience in a management role.

17.8.4 Housing Solutions Regional Director

Duties:

17.8.4.1 Oversees programmatic and fiscal operations, quality assurance, reporting requirements, and operational resource/processes;

17.8.4.2 Facilitates communication with corporate executives to provide a cohesive support system for the project that includes strong billing integrity principles, contract compliance, and overall performance achievement;

17.8.4.3 Responsible for the overall management and coordination of the Contract, and supervision of employees providing services under this Contract;

17.8.4.4 Serves as the designated liaison with ADMINISTRATOR for all contractual programmatic, fiscal, and administrative issues;

17.8.4.5 Provides leadership and direction to ensure compliance with all CalWORKs, State and federal regulations, and COUNTY policies and procedures;

17.8.4.6 Develops and monitors performance to meet or exceed goals and objectives per this Contract; and

17.8.4.7 Assist with the day-to-day finance duties such as, but not limited to: preparing CONTRACTOR invoices for review and approval and communicating with the finance department to ensure proper

administration of finance processes and procedures.

Qualifications:

17.8.4.8 Bachelor’s degree or higher from an accredited college or university in human services or related field; or

17.8.4.9 A minimum of four (4) years of direct life experience working with long-term homeless, low-income, diverse populations and have a working knowledge of mental health and crisis interventions; and

17.8.4.10 A minimum of two (2) years of experience organizing, planning and program development and services at a management level .

17.8.5 Housing Solutions Program Manager

Duties:

17.8.5.1 Responsible for providing oversight and leadership to the Housing Solutions staff;

17.8.5.2 Ensures the quality control of all housing programs in the assigned region; and

17.8.5.3 Responsible for program oversight, team management, and community relations.

17.8.5.4 Able to perform crisis interventions as needed.

Qualifications:

17.8.5.5 Bachelor’s degree or higher from an accredited college or university in human services or related field with at least two (2) years of experience working with diverse populations, preferably in mental health; or

17.8.5.6 A minimum of two (2) years of direct life experience working with long-term homeless, low-income, diverse populations and have a working knowledge of mental health and crisis interventions.

17.8.5.7

17.8.6 Housing Solutions Supervisor

Duties:

- 17.8.6.1 Provide administrative and technical supervision to Housing Solutions Case Managers to ensure that assigned staff meet Outcome Objectives, as specified in Paragraph 8 of Attachment A;
- 17.8.6.2 Maintain small caseload of five to seven (5-7) clients;
- 17.8.6.3 Monitor interaction between Housing Solutions Case Managers and CLIENT(s) during interviews and other contact;
- 17.8.6.4 Direct Housing Solutions Case Managers in the application of State and federal regulations and/or COUNTY policies and procedures; and
- 17.8.6.5 Conduct complete case reviews to verify compliance with State and federal regulations and/or COUNTY policies and procedures.

Qualifications:

- 17.8.6.6 Bachelor's degree or higher in human services from an accredited college or university or
- 17.8.6.7 Four (4) years of experience working with diverse populations, preferably in mental health; and
- 17.8.6.8 A minimum of two (2) years supervisory experience in social work or a related field and working with disadvantaged populations;
- 17.8.6.9 Fluency in Spanish is desirable; and
- 17.8.6.10 A minimum one (1) year of HSP experience.

17.8.7 Housing Solutions Case Manager

Duties:

- 17.8.7.1 Conduct outreach and engagement efforts with CLIENT(s);
- 17.8.7.2 Be the primary point of contact for CLIENT(s) while they are receiving services;
- 17.8.7.3 Contact with CLIENT(s) includes, but is not limited to: in person interviews/meetings at CLIENT(s) location choice, communication through e-mail and phone calls;

- 17.8.7.4 Conduct intake and assessment for all eligible referrals;
- 17.8.7.5 Meet with CLIENT(s) to identify barriers to obtaining and maintaining permanent housing, develop the FHP to manage these issues, implement the FHP and evaluate its success over time;
- 17.8.7.6 Provide individualized guidance and support to CLIENT(s), as determined by ADMINISTRATOR;
- 17.8.7.7 Assist CLIENT(s) in developing goals to reduce and eliminate barriers to obtaining and maintaining permanent housing;
- 17.8.7.8 Maintain complete, accurate, and timely case notes and related CLIENT(s) records in HMIS and/or COUNTY data systems, as required by ADMINISTRATOR;
- 17.8.7.9 Attend Client Intervention Meetings, or other meetings as required by ADMINISTRATOR, to discuss CLIENT(s) progress towards the FHP goals;
- 17.8.7.10 Determine the need for supportive services and issue financial assistance and necessities to CLIENT(s) as needed; and
- 17.8.7.11 Connect CLIENT(s) to appropriate resources and linkages.

Qualifications

- 17.8.7.12 Bachelor's degree in social work or human services related field from an accredited college or university; or
- 17.8.7.13 Four (4) years of experience in social work or human services in a public or private organization; and
- 17.8.7.14 Bilingual in Arabic, English, Farsi, Spanish, Vietnamese, is preferred..

17.8.8 Leasing Agent

Duties:

- 17.8.8.1 Provide CLIENT(s) with housing-specific services including housing identification and housing navigation;
- 17.8.8.2 Provide additional support and assist as needed with landlord outreach, identification of rental vacancies, completion of rental

applications and fee payment, inspection of unit habitability per HUD's minimum standards, verification of property ownership and rent reasonableness, and negotiation of lease agreements;

17.8.8.3 Establish effective working relationships with other agencies, landlords, hotel/motel owners and managers, and other service providers; and

17.8.8.4 Works closely with prospective property owners and managers within the community to promote permanent opportunities for CLIENT(s) through outreach and education.

Qualifications:

17.8.8.5 Bachelor's degree in social work or human services related field from an accredited college or university or

17.8.8.6 Two (2) years of experience in housing services.

17.8.9 Accounting Manager

Duties:

17.8.9.1 Organize and prepare agency's accounting information;

17.8.9.2 Ensure that the organization's financial records are accurate and fiscal responsibilities are fulfilled in a timely manner;

17.8.9.3 Assist in the development and implementation of goals, policies, priorities, and procedures relating to financial management, budget, and accounting;

17.8.9.4 Supervises and participates in the preparation of various financial statements and reports; and

17.8.9.5 Manages and supervises Accounting Supervisor.

Qualifications:

17.8.9.6 Bachelor's Degree from an accredited college or university in business administration or related field preferred; and

17.8.9.7 A minimum of two (2) years of experience working with accounting concepts and ability to communicate effectively.

17.8.10 Accounting Supervisor

Duties:

- 17.8.10.1 Supervises Accounts Receivable staff and reviews reports;
- 17.8.10.2 Supervises Accounting Specialist;
- 17.8.10.3 Assists in development and implementation of goals, policies, priorities, and procedures related to grant invoicing;
- 17.8.10.4 Reviews grant contract requirements and ensures compliance;
- 17.8.10.5 Supervises and participates in preparation of various grant invoices and reports;
- 17.8.10.6 Communicates with grantors on a regular basis; and
- 17.8.10.7 Participates in monitoring procedures.

Qualifications:

- 17.8.10.8 Bachelor's degree from an accredited college or university in business administration or related field, preferred; and
- 17.8.10.9 A minimum of one (1) year of experience working with accounting concepts and ability to communicate effectively.

17.8.11 Accounting Specialist

Duties:

- 17.8.11.1 Financial, administrative, and clerical duties for the agency;
- 17.8.11.2 Performs day-to-day processing of accounts payable transactions;
- 17.8.11.3 Prepares monthly, quarterly, and annual grant invoices;
- 17.8.11.4 Read and understand grant contracts; and
- 17.8.11.5 Prepares and processes contract reimbursement requests.

Qualifications:

- 17.8.11.6 High School Diploma or equivalent, and two (2) years of accounts payable or bookkeeping work experience.

17.8.12 IT Specialist

Duties:

- 17.8.12.1 Provide IT system support for the agency with a priority on ticketing and IT administrative office tasks; and
- 17.8.12.2 Assist in technical tasks to ensure functionality and efficiency of computer and telecom systems.



Qualifications

17.8.12.3 Technology savvy (advanced IT knowledge not necessary, but the ability and desire to learn is required);

17.8.12.4 Effective oral and written communication;

17.8.12.5 Ability to meet deadlines;

17.8.12.6 Ability to work co-operatively as part of a team and ability to work independently;

17.8.12.7 Basic understanding of general networking preferred;

17.8.12.8 Detail oriented with accurate data entry skills.

17.8.13 Human Resource Manager

Duties:

17.8.13.1 Oversee all Human Resource tasks for the agency; employee trainings, workers compensation tasks, and overseeing agency benefits packages;

17.8.13.2 Assures agency trains staff and meets and fulfills all mandated compliance; and

17.8.13.3 Manage and Supervises Human Resource Specialists.

Qualifications:

17.8.13.4 Strong interpersonal skills;

17.8.13.5 High level of reliability, responsibility, and attention to detail;

17.8.13.6 Effective with oral and written communication;

17.8.13.7 Ability to meet deadlines;

17.8.13.8 Ability to work co-operatively as part of a team and ability to work independently; and

17.8.13.9 A minimum of two (2) years experience working in Human Resources.

17.8.14 Human Resource Specialist

Duties:

17.8.14.1 Supports Human Resource processes and assists with some general administrative support; and

17.8.14.2 Support in recruitment, employee relations, and maintains

Human Resource records.

Qualifications:

- 17.8.14.3 High School Diploma or equivalent;
- 17.8.14.4 Strong interpersonal skills;
- 17.8.14.5 High level of reliability, responsibility attention to detail;
- 17.8.14.6 Effective with oral and written communication;
- 17.8.14.7 Ability to meet deadlines; and
- 17.8.14.8 Ability to work co-operatively as a part of a team and ability to work independently.

17.8.15 Data Specialist

Duties:

- 17.8.15.1 Data collection and entry into the Homeless Management Information System (HMIS);
- 17.8.15.2 Entry of documents, case notes, and services into HMIS for assigned programs; and
- 17.8.15.3 Adherence to Data Quality Standards established by the agency.

Qualifications

- 17.8.15.4 High School Diploma or equivalent;
- 17.8.15.5 Strong analytical and problem-solving skills;
- 17.8.15.6 Proficiency in software related to job responsibilities;
- 17.8.15.7 Possess computer, typing and data processing skills;
- 17.8.15.8 Demonstrate effective communication; and
- 17.8.15.9 Excellent attention to detail and adaptability to changing processes required.

## ATTACHMENT B

### SOCIAL SERVICES AGENCY POLICY AND PROCEDURE I 6: INFORMATION TECHNOLOGY SECURITY AND USAGE

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## I. PURPOSE

To protect the integrity of the Social Services Agency's (SSA) information technology infrastructure, ensure its availability, reliability, accessibility, and prevent unauthorized disclosure of Confidential Information, including Personally Identifiable Information. Additionally, this policy defines required responsibilities for all users of the SSA information technology infrastructure and supplements the Information Technology Security Policy (ITSP), County of Orange.

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## II. DEFINITIONS

Confidential Information is defined as information that must be protected from unauthorized disclosure or public release. Examples of Confidential Information include, but are not limited, to the following:

1. Client case records
2. Employment records
3. Payroll and other financial information
4. Other sensitive or business related information that is not intended for wide distribution

Personally Identifiable Information (PII) is information that can be used, alone or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files. Examples of PII may include, but are not limited to: name, SSN, Social Security benefit data, date of birth, official State or government issued driver's license or identification number. PII is a subset of Confidential Information.

SSA workforce members include full-time, part-time and extra-help County of Orange SSA employees, contracted staff, interns, volunteers, and all other authorized individuals with access to SSA's information technology infrastructure.

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## III. POLICY

SSA workforce members shall adhere to applicable SSA, County of Orange (including [the ITSP](#), County of Orange-Attachment I), State (including the State of California Welfare and

Institutions Code 10850), and Federal regulations relating to information technology security, privacy, and confidentiality of information as each may now exist or be herein after amended.

Unless within the scope of job responsibility, any violation of this policy is subject to immediate revocation of user's access to SSA network and associated applications. SSA workforce members may be subject to disciplinary action including suspension, termination, civil, and/or criminal prosecution. Causes for disciplinary action may include, but are not limited, to the following activities:

1. Use of E-mail and all other forms of electronic communication, Internet browsing, or computers, tablets, smart phone and all other electronic devices for any of the following:
  - a. Harassing others using offensive, obscene and/or vulgar language; or threatening others, including creating messages containing sexual or racial overtones or slurs, and/or messages disparaging of others based on race, sex, age, national origin, sexual orientation, marital status and/or other personal characteristics protected under federal, state or local laws.
  - b. Disrupting or interfering with County operations or job responsibilities.
  - c. Misrepresenting facts to the detriment of SSA.
2. Unauthorized access to County or other non-County computer networks and/or applications.
3. Failure to protect Confidential Information from unauthorized disclosure.
4. Unauthorized disclosure of Confidential Information.
5. Unauthorized software installation(s) on SSA computer systems.
6. Unauthorized access, attempt to access or to encourage others to access County, State, Federal or other computer systems and networks that are not directly within the current scope of employee's job responsibilities.

All SSA workforce members shall do the following:

1. Keep their user IDs and passwords confidential and secured at all times. Should a password be compromised, it shall be changed immediately, and the supervisor shall be notified.
2. Restrict user ID usage only for currently assigned SSA job duties and responsibilities.
3. Use County resources, such as data and information, for County business objectives only. Use of these resources for private or personal gain is prohibited and may be subject to administrative, civil, and criminal penalties (California Penal Code Section 502).

4. Protect Confidential Information of clients to prevent unauthorized disclosure. Only the minimum amount of Confidential Information necessary for business operations should be copied, downloaded, exported or stored on any electronic device or in paper format. Any compromise of Confidential and/or Personally Identifiable Information shall be immediately reported to the supervisor.
5. Request software installations on SSA computers, laptops, tablets and other devices from an authorized agent of the SSA Information Technology team. DO NOT INSTALL ANY software/application into County SSA devices.
6. Seek permission from SSA Information Technology team prior to copying a County-owned software/application.
7. Use of any County electronic communication systems is for business use only; any personal use shall not disrupt or interfere with County operations or job responsibilities.

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## IV. PROCEDURE

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- A. The following steps shall be undertaken to ensure that the above policy is enforced to all SSA County employees. Prior to a new employee gaining access to Confidential Information, the SSA Human Resources (HR) representative or designee shall:
  1. Provide new employees with access to the SSA I-6 Policy and Procedures document, the ITSP, County of Orange ([Attachment I](#)) and the County of Orange Information Technology Usage Policy ([Attachment II](#)) with instructions for the new employee to read and sign the SSA Information Technology Security and Usage Agreement ([Attachment III](#)). Upon the new employee's signing of SSA Information Technology Usage Agreement form, the HR representative or designee shall counter-sign the completed form.
  2. Have the new employee read and sign the Orange County Social Services Agency Confidentiality of Client Information ([Attachment IV](#)).
  3. Confirm that the new employee complete the review of the SSA Information Security Rules of the Road ([Attachment V](#)) located in the Training section of the SSA Intranet at <http://ocssa/intranet/sites/default/files/Files/administrative/content/I...>
  4. File the signed SSA Information Technology Usage Agreement ([Attachment III](#)), the signed Orange County Social Services Agency Confidentiality of Client Information ([Attachment IV](#)) and documentation of completion of SSA Information Security Rules of the Road ([Attachment V](#)) in the employee's personnel file.
- B. The supervisor of an SSA contracted employee, volunteer, intern, and all other non-County employees shall undertake the following steps to ensure that the above policy is enforced. Prior to a workforce member gaining access to Confidential Information, provide them with the following documents to read:

1. Administrative Policies and Procedures Manual I-6 Information Technology Security and Usage;
2. ITSP, County of Orange ([Attachment I](#)); and
3. County of Orange Information Technology Usage Policy ([Attachment II](#)).

The new workforce member shall document that they have read, understand and will adhere to the policies stated in the SSA I-6 policy and procedures document by signing the document titled: “Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy” ([Attachment VI](#)). This document also includes the SSA Confidentiality Agreement and serves as documentation of completion of the SSA Information Security Rules of the Road training presentation. This action must occur prior to a workforce member being provided with access to Confidential Information.

Maintain this signed “Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy” ([Attachment VI](#)) for three years after the non-County workforce member separates from SSA. If this workforce member requires access to the SSA network or databases (i.e. shared drives, CalWIN, OnBase, CWS/CMS, SSA Intranet, etc. ), a copy of the signed “Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy” ([Attachment VI](#)) shall be provided to SSA IT. Network access will not be provided until this signed document is received.

## V. ATTACHMENTS

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- I. [Information Technology Security Policy, County of Orange](#)
- II. [County of Orange Information Technology Usage Policy](#)
- III. [SSA Information Technology Security and Usage Agreement](#)
- IV. [Orange County Social Services Agency Confidentiality of Client Information](#)
- V. [Social Services Agency Information Security Rules of the Road](#)
- VI. [Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy](#)

## ATTACHMENT C

# SOCIAL SERVICES AGENCY POLICY AND PROCEDURE F 21: PRIVACY AND SECURITY INCIDENTS OF PERSONALLY IDENTIFIABLE INFORMATION (PII) AND CONFIDENTIAL INFORMATION

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## I. PURPOSE

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To establish a process and guidelines for Social Services Agency (SSA) to report, document and investigate privacy and security incidents of Personally Identifiable Information (PII) and confidential information.

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## II. POLICY

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Orange County Social Services Agency (OCSSA) workforce, volunteers and contractors/vendors shall comply with all applicable Federal and State laws, regulations, policies and procedure regarding the safeguarding of PII and confidential information and incident reporting protocols.

This policy applies to all data sources and systems with any PII and other forms of confidential information that staff access in the performance of their duties via any medium including electronic, paper, and verbal.

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## III. DEFINITIONS

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**Action Officer:** Person responsible for ensuring the program rectifies any issues identified with a breach. In most cases, it will be the program or regional manager.

**Authorized Persons:** are employees of the Agency who meet the following criteria:

- Need to access PII and other forms of confidential information in order to perform their job duties;
- Have completed all required security and confidentiality training; and
- Have completed all required security certifications relevant to the data which are on file and available for review by an outside agency.

**Breach:** Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal or recorded.

**Confidential Information:** Information that must be protected from unauthorized disclosure or public release. Examples of Confidential Information include but are not limited to the following: client case records, employment records, payroll and other financial information and other sensitive or business-related information that is not intended for wide distribution.

**Federal Tax Information (FTI):** any data extracted from an individual's federal tax return (including attachments) that the Internal Revenue Service (IRS) provides to human services agencies under IRC §6103(l)(7). FTI is received from the following Income Earnings Verification System (IEVS) Reports:

- Annual IRS Asset Match (paper only) and
- Monthly Beneficiary Earnings Exchange Record (BEER) Match (paper only).

**Lost PII or confidential information in any medium or format:** All PII or confidential information in any medium or format that a Deputy Director or delegated SSA manager has confirmed is no longer in the physical possession or control of an Agency representative; has been electronically transmitted to an unauthorized recipient; and/or has been accessed by an unauthorized user. This does not include information that has been misplaced within the confines of secured Agency facilities.

**Personally Identifiable Information (PII):** Is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometrics records; and (2) any other information that can be used alone or when combined with other personal or identifying information that is linked or linkable to an individual, such as medical, educational, financial and employment information.

**Medi-Cal Personally Identifiable Information (Medi-Cal PII):** Information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number.

**Security Incident:** Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information that compromises the security, confidentiality or integrity of the PII.

Information may be in electronic, hardcopy, or verbal form and may consist of a single piece of information and/or an entire information system, such as hard drive, portable computer storage medium, cell phones, tablets, or laptop computer.

**Social Security Administration Personally Identifiable Information:** Covers PII received from the following Income Eligibility Verification System (IEVS) Reports:

- Monthly BEER Match (paper only);



- Payment Verification System (PVS) Match (electronic only);
- Integrated Earning Clearance/Fraud Detection System (IFD) Match (electronic only);
- Deceased Persons Match (DPM; paper only); and
- Nationwide Prisoner Match (NPM; paper or electronic).

SSA Workforce: Refers to employees, contracted staff, volunteers, interns, trainees, and other persons whose work is under the direct control and oversight of SSA.

Unauthorized Access: A user who gains logical or physical access without permission, a business need or other lawful reason to a network, system, application, data, site or other resource.

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## IV. PROCEDURE

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### A. Detection:

1. OCSSA workforce members have the responsibility to monitor for and report any known or suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII. Examples of incidents or breaches include, but are not limited to:

- a. Theft/Loss of PII or FTI.
- b. E-mail, texting or faxing PII to an unknown or unauthorized recipient
- c. Theft/Loss of unencrypted device (phones, laptops, thumb drives, etc.) containing PII.
- d. Employee accessing or searching data systems containing PII without a legitimate business need.
- e. Improper disposal of records containing PII, such as in a dumpster or recycle bins

2. OCSSA staff shall immediately report privacy and security incidents by following the process identified under Reporting and Resolution, with guidance from State and Federal documents located in the Reference and Attachment Sections.

### B. Reporting and Resolution:

1. Immediately upon identifying any suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII, the SSA employee will immediately notify their Regional/Program Manager/Admin Management Team, with a CC to their immediate Supervisor.
2. The Regional/Program Manager, upon receiving information about the privacy or security incident, will immediately submit a Privacy Incident Report (PIR) to the Quality Support Team (QST)/Custodian of Records (COR) at [SSAcustodianofrecordsinbox@SSA.ocgov.com](mailto:SSAcustodianofrecordsinbox@SSA.ocgov.com) with a CC to their Deputy Division Director, via a secure email message with the subject line "Initial PIR [secure]". Each section of the PIR will be completed with as much information as available at the time of drafting. No PII should be included in the PIR.
3. Upon receipt of the PIR, the Quality Support Team will collaborate with the Regional/Program Manager to further identify any details necessary to better assess the incident.
4. Upon gathering this information, the Quality Support Team will then connect with the County Privacy Officer to identify next steps.
5. As determined to be required, the QST/COR shall advise the identified program point of contact ("Action Officer") to update the PIR to include any additional information required.
  - a. If the incident meets any of the criteria noted in the County Significant Incident/ Claim Reporting Protocol, QST/COR shall draft a report containing the basic/concise facts and submit to the Chief Deputy Director with the PIR attached for review and submission to [IncidentReport@ocgov.com](mailto:IncidentReport@ocgov.com).
6. QST/COR will serve as the Agency's point of contact for the County Privacy Officer and will communicate all applicable steps identified by the County Privacy Officer to the Action Officer.
  - a. The Action Officer will be responsible for coordinating all applicable activities required to notify and rectify the privacy/security issue that was identified.
    - i. Action Officers will be assigned and will vary depending on the program.
    - ii. Depending on the type of issue, the References Section provided below will provide more information on what actions are necessary to rectify the situation. Loss of Medi-Cal PII involves different steps than a loss of PII for other programs.
  - b. The Action Officer shall oversee the completion of the investigation of the privacy or security incident.

c. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of Medi-Cal PII when notification is required.

d. The Action Officer shall engage Human Resource Services, County Counsel, Risk Management, and/or the County Executive Office as needed to determine if internal processes, such as disciplinary action, are necessary.

e. At the conclusion of the investigation and completion of all required notifications and consultations regarding necessary internal processes, the Action Officer will send the completed PIR that includes all required documentation from the investigation to QST/COR at the SSACustodianofrecordsinbox@SSA.ocgov.com with the subject line "Final PIR [secure]."

7. The County Privacy Officer will submit the final PIR to DHCS as required.

8. QST/COR will retain the final PIR for all incident types.

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## V. REFERENCES

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Compliance of this policy shall be in accordance with the:

- For Loss of Medi-Cal PII:

State of California Department of Health Care Services Privacy and Security Agreement  
<https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c19-16.pdf>

- For Loss of all other program PII:

State of California Department of Social Services Privacy and Security Agreement  
<https://cdss.ca.gov/Portals/9/ACL/2019/19-56E.pdf?ver=2019-07-02-071938-893>

- For Loss of Federal Tax Information (FTI): [State of California Health and Human Services Agency Department of Social Services \(CDSS\) All County Letters No. 15-56](#)

- [California SB 1386](#) Personal Information: Privacy

- [California Civil Code 1798.29](#)

- [Children and Family Services Division \(CFS Policy F-0105\), Confidentiality-CFS Client Records](#)

- [California Department of Health Care Services Data Privacy Contact Information](#)

ATTACHMENT D  
SOCIAL SERVICES AGENCY (SSA)  
INFORMATION TECHNOLOGY SECURITY AND USAGE AGREEMENT

**Declaration**

I have read and agree to all provisions in the County of Orange Information Technology Security Policy, the County of Orange Information Technology Usage Policy, and the SSA Administrative Policies and Procedures Manual I 6 Information Technology Security and Usage. I will adhere to all applicable SSA, County of Orange, State of California, and Federal regulations relating to information technology security, privacy and confidentiality of information. I accept these responsibilities and agree to exercise proper care and to protect all assets while performing my duties. I understand that improper use of County resources and the disclosure of any sensitive, confidential, proprietary or Personal Identity Information (PII) to unauthorized persons during or after separation of my employment at SSA may make me liable for revocation of user privileges, discharge, and administrative, civil and/or criminal prosecution.

My signature below affirms I have read, understand and agree to the foregoing statements.

\_\_\_\_\_  
Print Name of User

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

Supervisor of User/Human Resources (HR) Representative:

\_\_\_\_\_  
Print Name of Supervisor  
or HR Representative

\_\_\_\_\_  
Signature of Supervisor  
or HR Representative

\_\_\_\_\_  
Date