

~~AGREEMENT~~
CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
MERCY HOUSE LIVING CENTERS
FOR THE PROVISION OF
BRINGING FAMILIES HOME SERVICES

~~This AGREEMENT, entered into this 1st day of July 1, 2020, which date is particularized for
purpose of reference only,~~

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 ~~Agreement~~Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Proposal for Housing Support Services in 2022;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Bringing Families Home services; ~~and~~

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 Assembly Bill (AB) 1603 (Chapter 25, statutes of 2016) and Welfare Institutions Code (WIC) Section 16523(c); and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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ATTACHMENT A

1.	POPULATION TO BE SERVED	1
2.	DEFINITIONS	1

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1. TERM

The term of this ~~Agreement~~Contract shall commence on July 1, 2020~~3~~, and terminate on June 30, 2023~~5~~, unless earlier terminated pursuant to the provisions of Paragraph 42 of this ~~Agreement~~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.~~ 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 ~~Agreement~~Contract, including any ~~Exhibit~~Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total ~~A~~agreement between the parties as to the subject matter of this ~~Agreement~~Contract. No addition to, or alteration of, the terms of this ~~Agreement~~Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this ~~Agreement~~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~~ ~~Agreement.~~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~~ ~~Agreement~~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 CONTRATOR 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 ~~the Exhibit~~ Attachment A to the ~~Agreement~~ Contract between County of Orange and Mercy House Living Centers, for the Provision of ~~Housing Support Program~~ Bringing Families Home Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this ~~Agreement~~ 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 ~~Agreement~~ 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 27 of this ~~Agreement~~ 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 ~~Agreement~~ Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this ~~Agreement~~ Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements,

1 including, without limitation, compliance with laws applicable to sexual harassment
 2 and ethical behavior. CONTACTOR must notify ADMINISTRATOR within one
 3 (1) business day of any change in license or permit status (e.g., becoming expired,
 4 inactive, etc.).
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 7 5.2 -In the performance of this ~~Agreement~~Contract, CONTRACTOR shall comply with
 8 all applicable provisions of the California Welfare and Institutions Code (WIC); Title
 9 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR
 10 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
 11 Requirements for Federal Awards; and all applicable laws and regulations of the
 12 United States, State of California, County of Orange, and County of Orange Social
 13 Services Agency, and all administrative regulations, rules, and policies adopted
 14 thereunder, as each and all may now exist or be hereafter amended.
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16 5.2.1 For federally funded ~~Agreements~~Contracts in the amount of \$25,000 or
 17 more, CONTRACTOR certifies that its officers and/or principals are not
 18 debarred or suspended from federal financial assistance programs and/or
 19 activities.
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21 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP
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23 6.1 Delegation and Assignment
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25 6.1.1 In the performance of this ~~Agreement~~Contract, CONTRACTOR may
 26 neither delegate its duties or obligations nor assign its rights, either in whole
 27 or in part, without the prior written consent of COUNTY. Any attempted
 28 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 ~~Agreement~~Contract requiring COUNTY approval.

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

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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 ~~Agreement~~Contract, and COUNTY agrees to an assignment of the ~~Agreement~~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 ~~Agreement~~Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this ~~Agreement~~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.

~~1.1.1 Subcontracts of \$50,000 or less~~

~~1.1.1.1 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 Agreement. 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.~~

~~1.1.2 Subcontracts in excess of \$50,000~~

~~1.1.2.1 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 Agreement. 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.~~

~~1.1.2.2 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 Agreement. 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 Agreement.~~

~~1.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. 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 ~~Agreement~~ **Contract**.

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8.2 Change in Form of Business Organization

If, during the term of this ~~Agreement~~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 ~~Agreement~~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 ~~Agreement~~Contract.

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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 ~~Agreement~~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. NON-DISCRIMINATION

9.1 In the performance of this ~~Agreement~~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.

9.2 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

1 compliance with Paragraph 99 et seq.

2
3 9.3 Non-Discrimination in Employment

4 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
5 Employment Opportunity," as amended by Executive Order 11375, and as
6 supplemented in Department of Labor regulations (Title 41 CFR Part 60).
7

8 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
9 CONTRACTOR shall state that all qualified applicants will receive
10 consideration for employment without regard to race, religious creed, color,
11 national origin, ancestry, physical disability, mental disability, medical
12 condition, genetic information, marital status, sex, gender, gender identity,
13 gender expression, age, sexual orientation, military and veteran status, or
14 any other protected group, in accordance with the requirements of all
15 applicable federal or State laws. Notices describing the provisions of the
16 equal opportunity clause shall be posted in a conspicuous place for
17 employees and job applicants.
18

19 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
20 formal discrimination complaint to:
21

22 ~~_____~~ California Department of Fair Employment
23

24 ~~_____~~ 2218 Kausen Drive, Suite 100
25

26 ~~_____~~ Elk Grove, CA 95758
27

28 Telephone: ~~_____~~ (800) 884-1684

(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 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)

1 Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC
 2 Section 7290-7299.8); Section 1808 of the Removal of Barriers to
 3 Interethnic Adoption Act of 1996; and other applicable federal and State
 4 laws, as well as their implementing regulations (including Title 45 CFR
 5 Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and
 6 any other law pertaining to Equal Employment Opportunity, Affirmative
 7 Action, and Nondiscrimination, as each may now exist or be hereafter
 8 amended. CONTRACTOR shall not implement any administrative
 9 methods or procedures which would have a discriminatory effect or which
 10 would violate the ~~CDSS~~ California Department of Social Services (CDSS)
 11 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If
 12 there are any violations of this Paragraph, CDSS shall have the right to
 13 invoke fiscal sanctions or other legal remedies in accordance with WIC
 14 Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
 15 issue may be referred to the appropriate federal agency for further
 16 compliance action and enforcement of Subparagraph 9.49.4 et seq.
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25 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
 26 complaint any and all information as appropriate:
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9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
 (PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 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-15 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

~~Office of Civil Rights~~

~~50 U.N. Plaza, Room 322~~

90 7th Street, Suite 4-100

San Francisco, CA 941023

Customer Response Center: (800) 368-1019

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

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

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

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

10. NOTICES

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

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

CONTRACTOR: Mercy House [Living Centers](#)

PO Box 1905
Santa Ana, CA 92702

10.2 All notices shall be deemed effective when in writing and ~~deposited~~when:

10.2.1 Deposited in the United States mail, first class, postage prepaid and addressed as shown in Subparagraph 10.1 above. ~~Any communications, including notices, requests, claims, correspondence, reports, and/;~~

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or ~~statements authorized~~

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or ~~required by this Agreement addressed in any other fashion shall be deemed not given.~~ expedited delivery service.

~~10.2~~10.3 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.

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 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 ~~Agreement~~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.

13. INSURANCE

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

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this ~~Agreement~~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 ~~Agreement~~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 ~~Agreement~~Contract for inspection by COUNTY representative(s) at any reasonable time.

13.3 All self-insured retentions (~~SIRs~~SIR)'s shall be clearly stated on the Certificate of Insurance. Any ~~self insured retention (SIR) in an amount~~SIR in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, ~~upon review of CONTRACTOR's~~. COUNTY reserves the right to require current audited financial ~~report. If CONTRACTOR's SIR is approved,~~reports from CONTRACTOR, ~~in addition to, and without limitation of,~~ If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any ~~other~~ and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision(s) stated in ~~the Agreement, agrees to all of~~

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~~the following:~~this Contract.

~~1.1.3 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~

~~1.1.4 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and~~

~~1.1.5 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.~~

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

13.5 Qualified Insurer

13.5.1 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). ~~It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).~~

~~1.2~~—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.

13.5.2 ##

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

Coverage

Minimum Limits

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, 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

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

13.6 Required Coverage Forms

13.6.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

13.6.2 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.

13.7 Required Endorsements

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

13.7.1.1 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, ~~agents and employees;~~ and ~~agents~~ as Additional Insureds or provide blanket coverage, which

will state AS REQUIRED BY WRITTEN CONTRACT.

13.7.1.2A primary non-contributing 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 of Orange shall be excess and non-contributing.

~~1.1.1 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.~~

~~1.2.1.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.~~

~~1.2.1.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~

13.7.2 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, ~~agents and~~ employees and agents or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

13.7.3.1 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.

13.7.3.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR’s insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.8 All insurance policies required by this ~~Agreement~~Contract shall waive all rights of

subrogation against the County of Orange, its elected and appointed officials, officers, ~~agents and~~ employees and agents when acting within the scope of their appointment or employment.

13.9 CONTRACTOR shall ~~notify COUNTY in writing within~~ provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days ~~for~~ 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 ~~e~~Contract, upon which the COUNTY may suspend or terminate this ~~Agreement~~Contract.

13.10 If CONTRACTOR's Network Security & Privacy Liability policy is a "~~claims made~~Claims-Made" policy, CONTRACTOR shall agree to ~~maintain Network Security & Privacy Liability coverage for two (2) years~~ the following completion:

~~13.9.1~~13.10.1 The retroactive date must be shown and must be before the date of ~~this Agreement~~ the Contract or the beginning of the Contract services.

13.10.2 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.

13.10.3 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.

~~13.10~~13.11 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).

~~13.11~~13.12 Insurance certificates should be ~~mailed~~forwarded to COUNTY at the address indicated in Paragraph 10 of this ~~Agreement~~Contract.

~~13.12~~13.13 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.

~~13.13~~13.14 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 ~~Agreement~~Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~13.14~~13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not ~~deposit copies of~~ provide acceptable eCertificates of iInsurance and endorsements ~~with~~to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this ~~Agreement~~Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~13.15~~13.16 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 ~~Agreement~~Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

14.1 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 ~~Agreement~~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.

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

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

relating to services performed by CONTRACTOR under this ~~Agreement~~Contract.

14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

14.5 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 ~~Agreement~~Contract.

14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written ~~agreement~~contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

15.1 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 ~~Agreement~~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.

15.2 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, ~~Agreement~~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.

16. 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.

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17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this ~~Agreement~~Contract with any funds made available under this ~~Agreement~~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 ~~Agreement~~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.

18. EQUIPMENT

18.1 All items purchased with funds provided under this ~~Agreement~~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 ~~Agreement~~Contract. Upon the termination of this ~~Agreement~~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:

18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

18.1.2 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 ~~therefore~~.

18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,

1 the loss or theft of any items of Capital Equipment. For stolen items, the
 2 local law enforcement agency must be contacted and a copy of the police
 3 report submitted to ADMINISTRATOR.
 4

5 18.1.4 To purchase a policy or policies of insurance covering loss or damage to any
 6 and all Capital Equipment purchased under this ~~Agreement~~Contract, in the
 7 amount of the full replacement value thereof, providing protection against
 8 the classification of fire, extended coverage, vandalism, malicious mischief,
 9 and special extended perils (all risks) covering the parties' interests as they
 10 appear.
 11

12 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
 13 writing, shall require the prior written approval of ADMINISTRATOR, and shall
 14 fulfill the provisions of this ~~Agreement~~Contract which are appropriate and directly
 15 related to CONTRACTOR's service or activity under the terms of this
 16 ~~Agreement~~Contract. COUNTY may refuse reimbursement for any costs resulting
 17 from Capital Equipment purchased which are incurred by CONTRACTOR, if prior
 18 written approval has not been obtained from ADMINISTRATOR.
 19

20 18.3 Computer Equipment

21 No computers and/or personal electronic devices, such as tablets and laptop
 22 computers, or any component thereof, may be purchased with funds provided under
 23 this ~~Agreement~~Contract, regardless of purchase price, without prior written approval
 24 of ADMINISTRATOR. Any such purchase shall be in accordance with
 25 specifications provided by ADMINISTRATOR, be subject to the same inventory
 26 control conditions specified above in Subparagraphs ~~18.1.1~~18.1.1 to ~~18.1.4~~18.1.4,
 27 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
 28 upon termination of this ~~Agreement~~Contract.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
 conditions of this ~~Agreement~~Contract shall be a material breach of this
~~Agreement~~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 ~~Agreement~~Contract:

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

19.1.2 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

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this ~~Agreement~~Contract shall ~~not exceed the amount of~~ be \$4,866,870,981,538, or actual allowable costs, whichever is less:

~~1.2.2 The estimated annual amount for each twelve (12) month period is as follows:~~

~~1.2.2.1 \$633,435 for the term of July 1, 2020³, through June 30, 2021;~~

~~1.2.2.2 \$633,435 for July 1, 2021 through June 30, 2022; and~~

~~1.2.2.3 \$1,800,000 for July 1, 2022, through June 30, 2023.~~

~~The estimated annual amount for Adult Protective Services Clients is \$1,800,000 for the period of July 1, 2022, through June 30, 2023~~2025.

20.2 Allowable Costs

During the term of this ~~Agreement~~Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this ~~Agreement~~Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, ~~in~~at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for ~~June 2021, June 2022, and June 2023~~the month of June during the term of the contract, during the month of such anticipated expenditure.

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20.3 Claims

20.3.1 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 20.3.4**. 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.

20.3.2 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 26 of this **AgreementContract**.

20.3.3 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.

20.3.4 Year-End and Final Claims

20.3.4.1-CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this **AgreementContract**, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received,

upon written notice to CONTRACTOR.

20.3.4.2 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 ~~Agreement~~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.

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this ~~Agreement~~Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this ~~Agreement~~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.

22. 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 ~~Agreement.~~Contract.

23. PROGRAM INCOME

It is mutually understood that the State or federal agency responsible for providing the funding for this ~~Agreement~~Contract may designate certain revenue of CONTRACTOR

1 as Program Income. To be designated as Program Income and, therefore, as other than a cost
 2 off-set, CONTRACTOR shall do all of the following:
 3

4 23.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program
 5 Income~~;~~.
 6

7 23.2 Set up and maintain a separate bank account for any proposed Program Income and
 8 account for any and all such income received~~;~~ ~~and~~.
 9

10 23.3 Report to ADMINISTRATOR any and all Program Income received no later than
 11 thirty (30) days from the date of receipt, record the amount received on internal
 12 financial records, and indicate the amount received on the monthly claim submitted
 13 to ADMINISTRATOR.
 14

15 23.4 ADMINISTRATOR will then forward the plan for the requested use of the proposed
 16 Program Income to the appropriate State and/or federal agencies for approval.
 17

18 23.5 CONTRACTOR shall not spend any of the proposed Program Income unless or until
 19 such time as ADMINISTRATOR obtains authorization for the use of the Program
 20 Income from the responsible State and/or federal agency and provides
 21 CONTRACTOR with prior written approval for the use of the funds.
 22

23 23.6 ADMINISTRATOR may issue future policy statements and/or instructions with
 24 respect to Program Income. CONTRACTOR shall immediately comply with such
 25 policy statements and/or instructions.
 26

27 24. FINAL REPORT
 28

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this ~~Agreement~~Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this ~~Agreement~~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.

25. INDEPENDENT AUDIT

25.1 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 ~~Agreement~~Contract in compliance with

1 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
 2 Uniform Administrative Requirements, Cost Principles and Audit Requirements for
 3 Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations
 4 for any year covered during the term of this ~~Agreement~~Contract, CONTRACTOR
 5 shall provide ADMINISTRATOR an Independent Auditor's Report of
 6 CONTRACTOR's financial statements. The audit must be performed in accordance
 7 with generally accepted government auditing standards. CONTRACTOR shall
 8 cooperate with COUNTY, State, and/or federal agencies to ensure that corrective
 9 action is taken within six (6) months after issuance of all audit reports with regard to
 10 audit exceptions.

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 16 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
 17 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of
 18 organization-wide audits for each of the fiscal cycles corresponding with the term of
 19 this ~~Agreement~~Contract. CONTRACTOR shall provide each audit within fourteen
 20 (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
 21 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
 22 payment under this or any subsequent ~~Agreement~~Contract with CONTRACTOR
 23 until such time as the required audit(s) are provided to ADMINISTRATOR.
 24 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon
 25 notice to CONTRACTOR.
 26
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26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

26.1.1 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 ~~Agreement~~Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

26.1.2 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.

26.2 Client Records

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

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this ~~Agreement~~Contract for a minimum of five (5) years from the date of final payment under this ~~Agreement~~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 ~~Agreement~~Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph ~~42.2.~~42.2 of this contract.

26.2.3 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 ~~Agreement~~Contract.

26.3 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 ~~Agreement~~Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

26.4 Inspections and Audits

26.4.1 ~~The U.S. Department of Health and Human Services, Comptroller General of the United States,~~The 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

1 CONTRACTOR which any of them may determine to be pertinent to this
 2 ~~Agreement~~Contract. Further, all the above mentioned persons have the right
 3 at all reasonable times to inspect or otherwise evaluate the work performed
 4 or being performed under this ~~Agreement~~Contract and the premises in
 5 which it is being performed.
 6

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 8 26.4.2 CONTRACTOR shall make its books and records available within the
 9 borders of Orange County within ten (10) days of receipt of written demand
 10 by ADMINISTRATOR.
 11

12 26.4.3 In the event CONTRACTOR does not make available its books and
 13 financial records within the borders of Orange County, CONTRACTOR
 14 agrees to pay all necessary and reasonable expenses incurred by COUNTY,
 15 or COUNTY's designee, necessary to obtain CONTRACTOR's books and
 16 records.
 17

18 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
 19 liability to the State or Federal Government or any agency thereof resulting
 20 from any disallowances or other audit exceptions to the extent that such
 21 liability is attributable to CONTRACTOR's failure to perform under this
 22 ~~Agreement~~Contract.
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26.5 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.

27. PERSONNEL DISCLOSURE

27.1 This Paragraph ~~2727~~ applies to all of CONTRACTOR's personnel providing services
 through this ~~Agreement~~Contract, paid and unpaid, including those identified in
 Paragraph 15 of ~~Exhibit~~Attachment A (hereinafter referred to as "Personnel").

27.2 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:

27.2.1 Names and dates of birth of all Personnel by title, whose direct services are

required to provide the programs described herein;

27.2.2 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;

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

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

27.3 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 ~~Agreement~~Contract.

27.4 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 ~~Agreement~~Contract: U.S. Department of Justice National Sex Offender Website (~~www.nsopw.gov~~)(www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

27.5 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 ~~Agreement~~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 ~~Agreement~~Contract.

27.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs ~~27.4~~27.4 and ~~27.5~~27.5 are completed prior to CONTRACTOR's Personnel providing services under this ~~Agreement~~Contract.

27.7 In the event a record is revealed through the processes described in above

1 Subparagraphs ~~27.4~~27.4 and ~~27.5~~27.5, COUNTY will be available to consult with
2 CONTRACTOR on appropriateness of Personnel providing services through this
3 ~~Agreement~~Contract.
4

5
6 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide
7 services under this ~~Agreement~~Contract have satisfactory past work records and/or
8 reference checks indicating their ability to perform the required duties and accept the
9 kind of responsibility anticipated under this ~~Agreement~~Contract. CONTRACTOR
10 shall maintain records of background investigations and reference checks undertaken
11 and coordinated by CONTRACTOR for Personnel assigned to provide services under
12 this ~~Agreement~~Contract, for a minimum of five (5) years from the date of final
13 payment under this ~~Agreement~~Contract, or until all pending COUNTY, State, and
14 federal audits are completed, whichever is later, in compliance with all applicable
15 laws.
16

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18 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest
19 and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
20 Personnel performing services under this ~~Agreement~~Contract, when such
21 information becomes known to CONTRACTOR. ADMINISTRATOR may
22 determine whether such Personnel may continue to provide services under this
23 ~~Agreement~~Contract and shall provide notice of such determination to
24 CONTRACTOR in writing. CONTRACTOR's failure to comply with
25 ADMINISTRATOR's decision shall be deemed a material breach of this
26 ~~Agreement~~Contract, pursuant to Paragraph 19 above.
27

28
27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel
performing work hereunder, and any proposed changes in CONTRACTOR's
Personnel.

27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
from the performance of services under this ~~Agreement~~Contract. At the request of
COUNTY, CONTRACTOR shall immediately replace said Personnel.

27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated

for cause from working on this ~~Agreement~~Contract.

27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph ~~27.27~~ shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this ~~Agreement~~Contract.

28. 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 ~~Agreement~~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 ~~Agreement~~Contract.

29. 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 ~~Agreement~~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 ~~Agreement~~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.

30. 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 for printing purposes. The information shall be posted in all reception areas where clients are served.

31. CONFIDENTIALITY

31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, 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.

31.2 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 ~~Agreement~~Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this ~~Agreement~~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 ~~Agreement~~Contract.

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

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

31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to

Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

31.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

32. SECURITY

32.1 Security Requirements

32.1.1 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 ~~Agreement~~Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this ~~Agreement~~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:

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

32.1.1.2 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.

1 32.1.1.3 Control to prevent unauthorized access and to prevent
 2 CONTRACTOR employees from providing COUNTY data to
 3 unauthorized individuals.
 4

5 32.1.1.4 Firewall protection.
 6

7 32.1.1.5 Use of encryption methods of electronic COUNTY data while in
 8 transit from CONTRACTOR networks to external networks, when
 9 applicable.
 10

11 32.1.1.6 Measures to securely store all COUNTY data, including, but not
 12 be limited to, encryption at rest and multiple levels of
 13 authentication and measures to ensure COUNTY data shall not be
 14 altered or corrupted without COUNTY's prior written consent.
 15 CONTRACTOR further represents and warrants that it has
 16 implemented and will maintain during the term of this
 17 ~~Agreement~~Contract administrative, technical, and physical
 18 safeguards and controls consistent with State and federal security
 19 requirements.
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25 32.2 Security Breach Notification

26 32.2.1 CONTRACTOR shall have policies and procedures in place for the
 27 effective management of Security Breaches, as defined below. In the event
 28 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:

32.2.1.1 Investigate to determine the nature and extent of the Security
 Breach.

32.2.1.2 Contain the incident by taking necessary action, including, but not
 limited to, attempting to recover records, revoking access, and/or
 correcting weaknesses in security.

1 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
 2 COUNTY data used or disclosed, the person who made the
 3 unauthorized use or received the unauthorized disclosure, what
 4 CONTRACTOR has done or will do to mitigate any harmful effect
 5 of the unauthorized use or disclosure, and the corrective action
 6 CONTRACTOR has taken or will take to prevent future similar
 7 unauthorized use or disclosure.
 8
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10
 11 32.2.2 The COUNTY, ~~in~~at its sole discretion and on a case-by-case basis, will
 12 determine what actions are necessary in response to the Security Breach and
 13 who will perform these actions. Actions may include, but are not limited to:
 14 notifications; investigation and remediation costs, including notification of
 15 all whose personal information was disclosed; outside investigation;
 16 forensics; counsel; crisis management; and credit monitoring. In the event
 17 COUNTY determines CONTRACTOR will conduct additional action(s),
 18 CONTRACTOR shall bear the costs. In the event COUNTY conducts
 19 additional actions(s) arising out of or in connection with a Security Breach,
 20 CONTRACTOR shall reimburse COUNTY for costs associated to legally
 21 required actions.
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33. 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 ~~Agreement~~Contract, including those covered by copyright.

34. 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 ~~Agreement~~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.

35. SERVICES DURING EMERGENCY AND/OR DISASTER

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35.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this ~~Agreement~~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.

35.2 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.

35.3 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.

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

36.1 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,

1 displays, or press releases, without COUNTY's prior written consent is expressly
 2 prohibited.
 3

4 36.2 CONTRACTOR may develop and publish information related to this
 5 ~~Agreement~~Contract where all of the following conditions are satisfied:
 6

7 36.2.1 ADMINISTRATOR provides its written approval of the content and
 8 publication of the information at least thirty (30) days prior to
 9 CONTRACTOR publishing the information, unless a different timeframe
 10 for approval is agreed upon by the ADMINISTRATOR;
 11

12 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
 13 a statement that the program, wholly or in part, is funded through County,
 14 State, and Federal Government funds;
 15

16 36.2.3 The information does not give the appearance that the COUNTY, its
 17 officers, employees, or agencies endorse:
 18

19 36.2.3.1 Any commercial product or service; and
 20

21 36.2.3.2 Any product or service provided by CONTRACTOR, unless
 22 approved in writing by ADMINISTRATOR; and
 23

24 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
 25 or other publicly available social media sites) to publish information related
 26 to this ~~Agreement~~Contract, CONTRACTOR shall develop social media
 27 policies and procedures and have them available to the ADMINISTRATOR.
 28 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 ~~Agreement~~Contract. The policy is available
 on the Internet at [http://www.oegov.com/gov/ceo/cio/govpolicies-
 https://cio.oegov.com/egovernment-policies](http://www.oegov.com/gov/ceo/cio/govpolicies-https://cio.oegov.com/egovernment-policies).

37. REPORTS

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

37.2 CONTRACTOR shall maintain records and submit reports containing such data and
 information regarding the performance of CONTRACTOR's services, costs, or other

1 data relating to this ~~Agreement~~Contract, as may be requested by
 2 ADMINISTRATOR, upon a form approved by ADMINISTRATOR.
 3 ADMINISTRATOR may modify the provisions of this Paragraph upon written
 4 notice to CONTRACTOR.
 5

6
 7 38. ENERGY EFFICIENCY STANDARDS

8 As applicable, CONTRACTOR shall comply with the mandatory standards and
 9 policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).
 10

11 ##

12 39. ENVIRONMENTAL PROTECTION STANDARDS

13 CONTRACTOR shall be in compliance with the Clean Air Act ~~(Title 42 USC~~
 14 Section 7401 et seq.~~.)~~, the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive
 15 Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA,"
 16 regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws
 17 and regulations, CONTRACTOR assures that:
 18

19 39.1 No facility to be utilized in the performance of the proposed grant has been listed on
 20 the EPA List of Violating Facilities;
 21

22 39.2 It will notify COUNTY prior to award of the receipt of any communication from the
 23 Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be
 24 utilized for the grant is under consideration to be listed on the EPA List of Violating
 25 Facilities; and
 26

27 39.3 It will notify COUNTY and EPA about any known violation of the above laws and
 28 regulations.

40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
 CERTAIN FEDERAL TRANSACTIONS

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
 pursuant to ~~Title 31 USC Section 1352 and the guidelines with respect to those~~
~~provisions set down by the Office of Management and Budget (OMB) and published~~
~~in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-~~
~~52332.~~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

1 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a
 2 form provided by ADMINISTRATOR that ~~cites~~includes the following text below in
 3 Subparagraphs 1.1.1 - 40.1.1.4.
 4

5 ~~1.1.2~~—The definitions and prohibitions contained in the clause at Federal
 6 Acquisition Regulation 52.203-12, Limitation on Payments to Influence
 7 Certain Federal Transactions, included in this solicitation, are hereby
 8 incorporated by reference in Subparagraph B of this certification.
 9

10 40.1.1 ~~The offeror, by signing its offer, hereby~~undersigned certifies to the best of
 11 his or her knowledge and belief ~~as of December 23, 1989,~~ that-:
 12

13 40.1.1.1 No federal appropriated funds have been paid or will be paid, by
 14 or on behalf of the undersigned, to any person for influencing or
 15 attempting to influence an officer or employee of any agency, a
 16 Member of Congress, an officer or employee of Congress, or an
 17 employee of a Member of Congress ~~on his or her behalf~~ in
 18 connection with the awarding of any federal contract, the making
 19 of any federal grant, the making of any federal loan, the entering
 20 into of any cooperative agreementcontract, and the extension,
 21 continuation, renewal, amendment, or modification of any federal
 22 contract, grant, loan or cooperative agreement;contract.
 23

24 40.1.1.2 If any funds other than federal appropriated funds (~~including profit~~
 25 ~~or fee received under a covered federal transaction~~) have been paid,
 26 or will be paid, to any person for influencing or attempting to
 27 influence an officer or employee of any agency, a Member of
 28 Congress, an officer or employee of Congress, or an employee of
 a Member of Congress ~~on his or her behalf~~ in connection with this
 solicitationContract, grant, loan, or cooperative contract, the
 offerorundersigned shall complete and submit ~~with its offer, OMB~~
 standard formStandard Form-LLL, “Disclosure ofForm to Report
 Lobbying Activities, to the Contracting Officer; and,” in
 accordance with its instructions.

40.1.1.3~~He or she will include~~The undersigned shall require that the
 language of this certification be included in the award documents

for all ~~subcontract awards~~subawards at ~~any tier~~all tiers (including subcontracts, subgrants, and ~~require that all recipients of subcontract awards in excess of \$100,000~~contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

40.1.1.4This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification ~~and disclosure~~is a prerequisite for making or entering into this ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC~~ U.S. Code. Any person who ~~makes an expenditure prohibited under this provision or who~~ fails to file ~~or amend the disclosure form to be filed or amended by this provision,~~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.

41. 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.

42. TERMINATION PROVISIONS

42.1 ADMINISTRATOR may terminate this ~~Agreement~~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 ~~Agreement~~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 ~~Agreement~~Contract shall relieve COUNTY of all further obligations under this

~~Agreement~~Contract.

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- 42.2 For ninety (90) calendar days prior to the expiration date of this ~~Agreement~~Contract, or upon notice of termination of this ~~Agreement~~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.
- 42.3 In the event of termination of this ~~Agreement~~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 ~~Agreement~~Contract.
- 42.4 The obligations of COUNTY under this ~~Agreement~~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 ~~Agreement~~Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this ~~Agreement~~Contract, reduce COUNTY’s maximum ~~funding~~ obligation, or modify this ~~Agreement~~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.
- 42.5 If any term, covenant, condition, or provision of this ~~Agreement~~Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this ~~Agreement~~Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43. COOPERATIVE CONTRACT

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43.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.

43.2 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.

43.3 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.

43.4 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.

43.44. GOVERNING LAW AND VENUE

This ~~Agreement~~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 ~~Agreement~~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.

44.45. SIGNATURE IN COUNTERPARTS

44.145.1 The parties agree that separate copies of this AgreementContract may be signed by each of the parties, and this AgreementContract will have the same force and effect as if the original had been signed by all the parties.

44.245.2 CONTRACTOR represents and warrants that the person executing this AgreementContract 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 AgreementContract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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~~WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.~~

~~SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~
ATTEST:

~~ROBIN STIELER
Clerk of the Board
Orange County, California~~

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: MERCY HOUSE LIVING CENTERS

_____	_____
_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Deputized Designee Signature:

_____	_____
_____	<u>Deputy Purchasing Agent</u>
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
_____ **DEPUTY**

Dated: _____

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EXHIBIT

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ATTACHMENT A
TO
AGREEMENT
BETWEEN
COUNTYSCOPE OF ORANGEWORK
AND
MERCY HOUSE LIVING CENTERS
FOR THE PROVISION OF
BRINGING FAMILIES HOME SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide **Bringing Families Home (BFH)** services to child welfare-involved Families ~~and Adult Protective Services (APS) Clients~~ experiencing homelessness or at imminent risk of homelessness referred by Social Services Agency (SSA).

2. DEFINITIONS

2.1 Children and Family Services (CFS): The division in SSA that provides services to protect children from abuse and neglect, and ~~provides services to~~ at-risk ~~F~~families.

2.2 Child Family Team (CFT) meetings: A meeting of a group of individuals convened by SSA, who are engaged through a variety of team-based processes to identify the strengths and needs of the child/youth and his or her family to help achieve positive outcomes for safety, permanency, and well-being.

~~1.2 Continuum of Care (CoC): A community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency, which includes action steps to end homelessness and prevent a return to homelessness.~~

~~1.3 Coordinated Entry (CE) Process: Coordination and management of resources for a crisis response system that allows users to make consistent decisions utilizing available information to efficiently and effectively connect people to housing and service interventions to~~

~~end their homelessness. Through coordinated entry, a CoC ensures the highest need, most vulnerable households in the community are prioritized for housing and services first.~~

2.3 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.

2.4 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.

~~2.3.2.5~~ Family(ies): Families eligible to receive services from CFS pursuant to State regulations and County policies that are referred by SSA and accepted by CONTRACTOR, and that meet **all of** the following criteria:

~~2.3.12.5.1~~ Receive child welfare services at the time eligibility is determined;

~~2.3.22.5.2~~ Are currently homeless, at risk of homelessness, or in a living situation that cannot accommodate the child or multiple children in the home, including individuals who have not received an eviction notice;

~~2.3.32.5.3~~ Voluntarily agree to participate in the program; and

~~2.3.42.5.4~~ Have either of the following:

~~2.3.4.12.5.4.1~~ Has been determined appropriate for reunification of a child to a biological parent or guardian by the county human services agency handling the case, the court with jurisdiction over the child, or both.

~~2.3.4.22.5.4.2~~ A child in the family is at risk of foster care placement, and the county human services agency determines that safe and stable housing for the family will prevent the need for the child's removal from the parent or guardian.

~~2.4.2.6~~ Homeless: An individual or family described in one (1) or more of Subparagraphs

~~2.6.1 through 2.6.8~~ 2.6.1 through 2.6.9.

~~2.4.12~~ 2.6.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence.

~~2.4.22~~ 2.6.2 An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.

~~2.4.32~~ 2.6.3 An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.

~~2.4.42~~ 2.6.4 An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.

~~2.4.52~~ 2.6.5 An individual or family who will imminently lose their housing, including, but not limited to, housing they own, rent, or live in without paying rent, are sharing with others, or rooms in hotels or motels not paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, as evidenced by any of the following:

~~2.4.5.12~~ 2.6.5.1 A court order resulting from an eviction action that notifies the individual or family that they must leave within fourteen (14) days.

~~2.4.5.22~~ 2.6.5.2 The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than fourteen (14) days.

~~2.4.5.32~~ 2.6.5.3 Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for

more than fourteen (14) days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause.

~~2.4.62.6.6~~ An individual or family who has no subsequent residence identified.

~~2.4.72.6.7~~ An individual or family who lacks the resources or support networks needed to obtain other permanent housing.

~~2.4.82.6.8~~ Unaccompanied youth and homeless families with children and youth defined as homeless under any other federal statute, as of the effective date of this program, who meet all of the following:

~~2.4.8.12.6.8.1~~ Have experienced a long-term period without living independently in permanent housing.

~~2.4.8.22.6.8.2~~ Have experienced persistent instability as measured by frequent moves over that long-term period.

~~2.4.8.32.6.8.3~~ Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

~~2.4.92.6.9~~ Families at risk of homelessness including families that have not yet received an eviction notice as well as families where the living situation cannot accommodate a child or multiple children.

~~2.52.7~~ Homeless Management Information System (HMIS): ~~A local information technology system used to collect client level demographics and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.~~ The Orange County HMIS tracks client demographic and service information on homeless and at risk clients served by participating Orange County service providers.

~~2.62.8~~ Housing First: ~~A homeless assistance approach required by Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016)~~ This is an approach to quickly and successfully
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connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, ~~such as sobriety, treatment, or service participation requirements~~. Supportive services are voluntarily offered and to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals as eligibility for permanent housing referrals.

~~2.7~~2.9 Permanent Housing: A place to live without a limit on the length of stay in the housing that exceeds the duration of funding for the program, subject to landlord-tenant laws pursuant to Chapter 2 (commencing with Section 1940) of Title 5 of Part 4 of Division 3 of the Civil Code.

~~2.8~~2.10 Rapid Re-housing (RRH): An intervention designed to help individuals and families quickly exit homelessness, return to housing in the community, and not become homeless again in the near term.

~~2.9~~2.11 Supportive Housing:- Housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

2.12 Targeted Prevention Services: Preventive services and assistance that include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location.

2.13 Trauma-informed Care: An approach recognizes that trauma has a profound impact on the individual that can impact their ability to function. Trauma informed care seeks to avoid retraumatizing the individual while promotion a sense of safety, power, and self -worth through six (6) guiding principles: 1) Safety, 2) Choices, 3) Collaboration, 4) Empowerment, 5) Trustworthiness, and 6) Predictability.

3. REFERRALS

CONTRACTOR shall:

3.1 Accept, and evaluate the appropriateness and availability of ~~Bringing Families Home~~ (BFH) services for all prospective Families ~~and APS Clients~~ referred by SSA

within the available funding, regardless of the number of referrals.

~~1.3 — Verify receipt of referrals sent by SSA within ten (10) business days.~~

3.2 Assign referrals within three (3) business days from the date of receipt the referral is received.

~~1.4 — Schedule a face-to-face intake meeting with referred:~~

~~1.3.1 — Child welfare involved Families to assess Families' needs and eligibility for services within thirty (30) business days from the date the referral received.~~

3.3 ~~APS Clients within two (2) business~~calendar days from the date the referral was received.

3.4 Provide a disposition (e.g., acceptance or rejection) ~~within thirty (30) business~~to ADMINISTRATOR in writing within forty-five (45) calendar days from the date the referral is received.

3.5 Discuss and obtain concurrence from ADMINISTRATOR prior to refusing BFH services to a prospective eligible Family.

4. WORKLOAD STANDARDS

~~1.5 — CONTRACTOR shall provide financial assistance, housing counseling and case management to:~~

~~1.3.2 — A a minimum of fifty three (53)one hundred and twenty (120) new familiesFAMILIES per Fiscal Year for the period of July 1, 2020, through June 30, 2022;~~

~~1.3.3 — A minimum of ninety five (95) new child welfare involved Families for the period of July 1, 2022, through June 30, 2023; and~~

4.1 ~~A minimum of seventy (70) new APS Clients for the period of July 1, 2022, through June 30, 2023~~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.

~~2. SERVICE LOCATIONS~~

5. FACILITIES

4.35.1 CONTRACTOR shall provide BFH services in facilities and locations throughout Orange County, including, but not limited to, site(s) mutually agreed upon by CONTRACTOR and each ~~Family~~FAMILY.

4.45.2 Administrative services under this ~~Agreement~~Contract shall be provided at:

Mercy House

- 203 N. Golden Circle
Santa Ana, CA ~~97~~2705

4.55.3 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.

~~2. SERVICES~~

~~2.1 General Requirements:~~

6. GENERAL REQUIREMENTS

CONTRACTOR shall:

4.66.1 Utilize a service delivery model that includes the following four (4) phases:

4.6.16.1.1 Phase One – Assessment and development of a 30-Day Permanent Housing ~~P~~plan.

4.6.26.1.2 Phase Two – Development of an ~~Individualized Housing Stabilization Plan~~individualized housing stabilization plan.

4.6.36.1.3 Phase Three – Monitoring and strengthening of support networks and working with Families to develop long term goals for housing stability.

4.6.46.1.4 Phase Four – Exit planning.

4.76.2 Provide housing search and placement services to assist Families in securing decent and affordable housing.

4.86.3 Provide services in a manner sensitive to literacy, language, and sociocultural issues

that may impact Families, and in a manner that addresses barriers to obtaining housing.

4.96.4 Utilize RRH and Housing First principles to assist Families in quickly obtaining ~~permanent housing~~ Permanent Housing and to provide wrap-around support to Families to foster ~~permanent housing~~ Permanent Housing retention.

4.106.5 Utilize ~~Vulnerability Index—Service Prioritization Decision Assistance Tool (VI-SPDAT), Strengths Assessment, and Gap Analysis~~ assessment ~~tools~~ instrument as approved by ADMINISTRATOR, to determine a Family's housing and service needs, including development of a plan to help Families meet their identified needs.

4.116.6 Establish connections to existing local CoC and CES resources to ensure that Families will be linked to appropriate local homeless support services and resources.

4.126.7 Collaborate with CoC's HMIS lead to ensure proper set up for BFH services in HMIS. Collect and enter required Family-level data ~~standards and ensure quality data entry to~~ into HMIS.

4.136.8 Ensure CONTRACTOR's staff directly serving Families and first line supervisors are thoroughly familiar with the Orange County BFH Program service delivery model contained in the current Orange County BFH Program statement.

4.146.9 Provide information deemed necessary by SSA to complete any State-required reports related to services provided.

~~2.2~~ Housing Identification

7. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

~~2.2.1—Develop an understanding of the County's housing market, and develop strong business relationships in the private housing market (real estate owners, developers, brokers, and property managers) and the supportive housing community.~~

~~2.2.2—Utilize marketing tools and rental subsidies as incentives for engaging landlords to rent to Families with barriers to housing stability.~~

~~2.2.3 — Develop, maintain, and provide a list of potential housing opportunities for Families to assist with effective housing search.~~

~~4.14.11.1.1 — Develop relationships with new landlords and/or property managers, as well as leverage existing relationships with local landlords and property management companies to seek housing placements for Families.~~

~~2.2.4 — Maintain effective relationships with landlords and/or property managers by resolving conflicts and problems quickly and impartially.~~

~~4.14.21.1.1 — Provide landlords with direct access to a support phone line and a dedicated point person who can respond to landlords’ concerns and promptly address issues that may jeopardize tenancy (e.g. hoarding, cleanliness, rental violations, etc.) when requested.~~

~~4.14.31.1.1 — Oversee and/or perform housing and safety inspections. Ensure that habitability and safety standards are assessed (including lead-based paint assessments) before Families are placed in housing units.~~

~~2.3 — Rental and Move-In Assistance~~

~~CONTRACTOR shall:~~

~~2.3.1 — Determine and provide financial assistance services based on an as needed basis for each Family that may include Short Term (up to three (3) months) to medium term (up to six (6) months) rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and items necessary to make the home habitable.~~

~~2.4 — RRH Case Management~~

~~CONTRACTOR shall:~~

~~7.1 Housing-Related Case Management~~

~~Family’s participation in case management is voluntary and should not be penalized or disenrolled from BFH services due to failure to attend appointments or inability to meet with CONTRACTOR’s case manager.~~

~~7.1.1 Offer housing-related case management services, consistent with Housing First principles and evidence-based models (e.g., RRH, Supportive~~

Housing, Targeted Prevention Services) to assist with achieving housing stability.

7.1.2 Provide housing-related case management services that are strength-based, family friendly and family centered.

~~4.14.47.1.3~~ Hold case management sessions at Families' place of residence or at a mutually agreeable location on a weekly basis or as often as needed.

7.1.4 -Incorporate motivational interviewing and Trauma-informed Care to build relationships with Families.

~~4.14.57.1.5~~ Develop and coordinate flexible and tailored service plan(s) for Families Family's housing service plan that includes:

~~4.14.5.17.1.5.1~~ Housing search and placement services;

~~4.14.5.27.1.5.2~~ Short to medium term financial assistance; and

~~4.14.5.37.1.5.3~~ Housing stabilization case management and connections to resources.

~~2.1.1 Provide RRH case management services that are strength-based, family friendly, and Family Centered.~~

~~4.14.67.1.6~~ Provide successful linkage(s) to appropriate community-based resources to address Families' identified barriers and needs such as employment support, legal support, child care, benefits acquisition, housing authorities, credit repair, food pantry, etc.

~~2.1.2 Assist Families with 3-day pay rent or quit notices and related legal issues.~~

~~2.4.1 Assist with the collection of documentation and support of Families when necessary.~~

7.1.7 Assist Families in applying for public assistance benefits to support housing stability, including assistance in accessing rent relief programs such as Emergency Rental Assistance Program.

~~4.14.77.1.8~~ Immediately address reports of problems, including attendance issues, achievements, or other BFH services concerns with affected Families and CONTRACTOR's staff. CONTRACTOR shall inform CFS staff in writing within twenty-four (24) hours of attendance issues or other BFH services concerns.

4.14.87.1.9 After three (3) months of rental assistance, reassess Families to determine if further financial assistance is needed. Factors for continued assistance may include:

4.14.8.17.1.9.1 Whether or not the Families still meet ~~Child Welfare Services—program—eligibility~~ child welfare services program eligibility as defined in Subparagraph 2.5.4 of this Attachment A;

4.14.8.27.1.9.2 Determination of continuing need;

4.14.8.37.1.9.3 Anticipation of employment opportunity or increased income in the prospective future;

4.14.8.47.1.9.4 Program compliance; and

4.14.8.57.1.9.5 Active participation in case management and progress toward housing goals.

4.14.97.1.10 Provide Families with on-going case management to help Families meet their employment, budgeting, financial, and overall life skills goals, as well as to ensure their housing stabilization and self-sufficiency after financial assistance is expended.

4.14.107.1.11 Provide follow-up case management, at ~~thirty (30), sixty (60), the request of Families and ninety (90) day intervals~~/or ADMINISTRATOR, for up to one (1) year from the date ~~of original intervention after~~ financial assistance is expended. The duration, intervals, and intensity of case management sessions will be based on the individual needs of the Families and may include either phone call, face-to-face meetings, or a combination of both.

7.2 Housing Navigation

7.2.1 Develop an understanding of the COUNTY's housing market, and develop strong business relationships in the private housing market (real estate owners, developers, brokers, and property managers) and the supportive housing community.

7.2.2 Actively recruit and retain landlords and/or property managers willing to rent to Families who may otherwise fail typical tenant screening criteria.

7.2.3 Develop, maintain, and provide a resource list of potential housing

opportunities, both interim and permanent options, to assist Families with effective housing searches.

7.2.4 Develop relationships with new landlords and/or property managers, as well as leverage existing relationships with local landlords and property management companies to seek housing placements for Families.

7.2.5 Maintain effective relationships with landlords and/or property managers by resolving tenant/landlord conflicts and problems quickly and impartially.

7.2.6 Provide landlords with direct access to a support phone line and a dedicated point person who can respond to landlords' concerns and promptly address issues that may jeopardize tenancy (e.g., hoarding, cleanliness, rental violations, etc.) when requested.

7.2.7 Assist Families through housing search and placement process as needed, but not limited to:

7.2.7.1 Assist with completing housing applications;

7.2.7.2 Assist with the collection of documentation;

7.2.7.3 Accompany Families to housing appointments, and arrange for transportation when necessary;

7.2.7.4 Ensure Families understanding of tenant's requirements and rights; and

7.2.7.5 Accompany Families and provide support with lease signing process.

7.2.8 Oversee and/or perform housing and safety inspections. Ensure that habitability and safety standards are assessed (including lead-based paint assessments) before Families are placed in housing units.

7.3 Housing-Related Direct Financial Assistance

7.3.1 Determine and provide housing-related financial assistance based on an as needed basis for each Family that may include short-term (up to three (3) months) to medium-term (up to six (6) months) rental assistance.

7.3.1.1 Utilize a Gap Analysis Tool to assess the number of months Family may need financial assistance, determine household's

monthly progress toward decreasing budget gaps, and increase Family's monthly contribution toward rent payments.

7.3.1.2 Perform recertification analysis at three (3) months' intervals to assess Family's ability to pay rent and/or whether additional financial housing assistance is required.

7.3.2 Maximize direct financial assistance to ensure Families are quickly provided housing or prevented from entering homelessness.

7.3.2.1 Provide direct financial assistance to cover all housing related costs paid out on behalf of Families, including but not limited to, rental assistance, application fees, landlord incentives, security and utility deposits, first and last month's rent, housing rehabilitation and modification costs, move-in costs, moving or relocating costs including storage fees for a reasonable period of time, Supportive Housing costs, and items necessary to make the home habitable.

7.3.2.2 Provide direct financial assistance as preventative measure to homelessness, including but not limited to, rental or utility arrears, late fee payments, first month's rent and or security deposits, ongoing rental assistance, repairs, habitability/accessibility improvements, housing navigation, and diversion and problem-solving services as needed.

7.3.3 Assist Family in securing interim housing such as emergency shelter, hotel, motel or bridge housing while actively seeking permanent housing options for the Family.

7.3.4 Include housing navigation services to ensure Families' transition from interim housing to Permanent Housing as quickly as possible.

7.4 Housing Stabilization

7.4.1 Provide housing stabilization services for up to one (1) year from the date financial assistance is expended to ensure, once housed, the Family's housing is safe, sustainable, and supports the safety and well-being of children.

7.4.2 Provide housing stabilization services including, but not limited to, the following:

7.4.2.1 Referral to legal assistance, life skills training, and public system assistance;

7.4.2.2 Referral to employment services or benefits advocacy;

7.4.2.3 Referral to cultural and linguistic supports and services;

7.4.2.4 Eviction prevention;

7.4.2.5 Tenant education and engagement;

7.4.2.6 Conflict mediation with landlords and neighbors; and

7.4.2.7 Credit repair.

5.8. MEETINGS

CONTRACTOR shall:

5.18.1 Participate in meetings to address service delivery issues on a quarterly basis or as requested by ADMINISTRATOR.

5.28.2 Attend other meetings as requested by ADMINISTRATOR.

5.38.3 Attend CFT meetings to engage Families. The CFTs will be attended by the youth, the Family members, professionals, a meeting facilitator, SSA’s staff, CONTRACTOR’s staff, and/or additional individuals identified by the Family.

6.9. TRAINING

6.19.1 CONTRACTOR’s staff shall attend SSA training, ~~and~~ conferences, and meetings as required by ~~ADMINISTRATOR.~~ SSA.

6.29.2 CONTRACTOR shall provide CONTRACTOR’s staff with onboarding, ongoing training and assistance to ensure that service deliverables are met.

6.39.3 CONTRACTOR shall ensure that CONTRACTOR’s staff receives cultural awareness and responsiveness training within one hundred eighty (180) days of employment. The topic of such training must be approved by ADMINISTRATOR.

6.49.4 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR’s staff that attend trainings including the subject, date, hours, and

location of the courses. This log shall be made available to SSA, upon request.

7.10. HOURS OF OPERATION

~~7.1~~10.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the ~~target~~—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.

~~7.2~~10.2 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 ~~9.1~~10.1 of this ~~Exhibit~~Attachment A.- Any unauthorized closure shall be deemed a material breach of this ~~Agreement~~Contract, pursuant to Paragraph 19, and shall not be reimbursed.

8.11. PROGRAM GOAL

CONTRACTOR shall meet the following goal during each fiscal year of this ~~Agreement~~Contract:

~~8.1~~11.1 Seventy-five percent (75%) of Families served in the BFH program will remain housed after one (1) year from the date of ~~original intervention~~service completion.

9.12. PERFORMANCE OUTCOME OBJECTIVES

CONTRACTOR shall meet the following outcome objectives during each fiscal year of this ~~Agreement~~Contract:

~~2.2~~—CONTRACTOR shall verify receipt of one hundred percent (100%) of referrals sent by SSA within ten (10) business days.

12.1 One hundred percent (100%) of referrals sent by SSA shall be assigned to a worker within three (3) business days from date of receipt.

12.2 Ninety percent (90%) of Families referred will be provided a disposition (e.g.,

acceptance or rejection) within ~~thirty (30) business~~forty-five (45) calendar days from date of receipt.

12.3 A minimum of fifty percent (50%) of Families referred to the ~~date the referral is received~~program will receive BFH services.

~~9.1~~12.4A minimum of fifty percent (50%) of enrolled Families will move into permanent housing within one hundred twenty (120) calendar days of approval of services.

~~10.13.~~ REPORTING REQUIREMENTS

~~10.1~~13.1 CONTRACTOR shall provide, by the tenth (10th) calendar day of each month, a status report for the preceding month, in a format approved by SSA. Data elements shall include, but not limited to, the following:

~~10.1.1~~13.1.1 Total number of BFH referrals received from SSA and referral outcomes.

~~10.1.2~~13.1.2 Caseload movement.

~~10.1.3~~13.1.3 Financial assistance expenditures.

~~10.1.4~~13.1.4 Total number of housing services provided.

~~10.1.5~~13.1.5 Status of performance outcome objectives stated in Paragraph ~~12.1~~ of this ~~Exhibit~~Attachment A.

13.1.6 Housing status of Families served in BFH program one (1) year from the date of service completion.

13.2 CONTRACTOR shall provide HMIS report of Families served in BFH program upon the request of ADMINISTRATOR.

14. UTILIZATION REVIEWS

~~11.1.~~CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of family case records. The review may~~QUALITY ASSURANCE/QUALITY CONTROL~~

~~2.3~~ ~~CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective on the effective date of this Agreement and submitted within thirty (30) days of the effective date of this Agreement. The Quality Control Plan shall be updated and resubmitted for ADMINISTRATOR~~

~~approval when changes occur.~~

~~2.4 The Quality Control Plan will include, but is not be limited to, the following:~~

~~2.4.2 The method for assuring that the professional staff rendering an evaluation of the necessity and appropriateness of services under the Agreement has the necessary qualifications.~~

~~2.4.3 The method for ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the level of quality per this Agreement.~~

~~11.14.1 The method for providing and length of services. FAMILY cases to be reviewed shall be randomly selected by ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken to resolve identified deficiencies and may include both open and closed cases.~~

~~2.4.4 The method for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable.~~

~~2.4.5 The method for collecting all required data standards and steps taken to ensure quality data entry in community's HMIS.~~

~~2.4.6 The method to measure the effectiveness of services provided.~~

~~2.4.7 The method for continuing services in the event of a strike by CONTRACTOR's employees or a natural disaster.~~

14.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 5 of this 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.

14.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's CFS staff representatives and/or ADMINISTRATOR's designee 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 CFS Director for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Contract.

~~12.15.~~ **BUDGET**

~~12.15.1~~ The estimated annual budget for services provided pursuant to ~~Exhibit~~ Attachment A of this ~~Agreement~~ Contract is set forth as follows:

BUDGET FOR PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024
STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS</u> ⁽¹⁾	<u>Position Type</u> ⁽²⁾	<u>Maximum Hourly Rate</u> ⁽³⁾	<u>FTEs</u> ⁽⁴⁾	<u>Amount</u>
Housing Solutions Supervisor	D	\$26.00	1.29	
Housing Solutions Case Manager	D	\$23.00	3.00	
Housing Solutions Case Manager - Bilingual	D	\$23.00	3.00	
Leasing Agent	D	\$23.00	3.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$500,091
 <u>ADMINISTRATIVE POSITIONS</u> ⁽¹⁾				
Housing Solutions Director	A	\$38.46	0.10	
Housing Solutions Regional Director	A	\$36.06	0.10	
Housing Solutions Program Manager	A	\$29.00	0.30	
Chief Executive Officer	A	\$108.17	0.03	
Chief Operations Officer	A	\$72.12	0.03	
Accounting Manager	A	\$40.87	0.10	
Accounting Supervisor	A	\$32.00	0.20	
AR Accounting Specialist	A	\$27.00	0.15	
AP Accounting Specialist	A	\$27.00	0.15	
IT Specialist	A	\$22.00	0.15	
Human Resource Manager	A	\$33.00	0.25	
Human Resource Specialist	A	\$22.00	0.30	
Data Specialist	A	\$21.00	0.30	
HS Administrative Manager	A	\$28.00	0.15	
SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				\$143,099

TOTAL STAFFING SALARIES	\$643,190
EMPLOYEE BENEFITS ⁽⁵⁾ (28.18%)	<u>\$181,251</u>
SUBTOTAL SALARIES & BENEFITS	\$824,441
TOTAL SERVICES AND SUPPLIES ⁽⁶⁾	\$20,500
TOTAL OPERATING EXPENSES ⁽⁷⁾⁽⁸⁾	<u>\$73,298</u>
SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$93,798
<u>DIRECT FINANCIAL ASSISTANCE⁽¹⁾</u>	
TOTAL DIRECT FINANCIAL ASSISTANCE	<u>\$1,563,299</u>
TOTAL ALLOWABLE COSTS JULY 1, 2023 THROUGH JUNE 30, 2024⁽⁹⁾	\$2,481,538

BUDGET FOR PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025
STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS⁽¹⁾</u>	<u>Position Type⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>	<u>FTEs⁽⁴⁾</u>	<u>Amount</u>
Housing Solutions Supervisor	D	\$26.78	1.29	
Housing Solutions Case Manager	D	\$23.69	3.00	
Housing Solutions Case Manager - Bilingual	D	\$23.69	3.00	
Leasing Agent	D	\$23.69	3.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$515,095

ADMINISTRATIVE
POSITIONS⁽¹⁾

Housing Solutions Director	A	\$39.61	0.10	
Housing Solutions Regional Director	A	\$37.14	0.10	
Housing Solutions Program Manager	A	\$29.87	0.30	
Chief Executive Officer	A	\$111.42	0.03	

Chief Operations Officer	A	\$74.28	0.03	
Accounting Manager	A	\$42.10	0.10	
Accounting Supervisor	A	\$32.96	0.20	
AR Accounting Specialist	A	\$27.81	0.15	
AP Accounting Specialist	A	\$27.81	0.15	
IT Specialist	A	\$22.66	0.15	
Human Resource Manager	A	\$33.99	0.25	
Human Resource Specialist	A	\$22.66	0.30	
Data Specialist	A	\$21.63	0.30	
HS Administrative Manager	A	\$28.84	0.15	
SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				<u>\$147,393</u>
TOTAL STAFFING SALARIES				\$662,488
EMPLOYEE BENEFITS⁽⁵⁾ (28.18%)				<u>\$186,689</u>
SUBTOTAL SALARIES & BENEFITS				\$849,177
TOTAL SERVICES AND SUPPLIES⁽⁶⁾				\$18,725
TOTAL OPERATING EXPENSES⁽⁷⁾⁽⁸⁾				<u>\$75,495</u>
SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$94,220
<u>DIRECT FINANCIAL ASSISTANCE⁽¹⁾</u>				<u>\$1,556,603</u>
TOTAL DIRECT FINANCIAL ASSISTANCE				
TOTAL ALLOWABLE COSTS JULY 1, 2024 THROUGH JUNE 30, 2025⁽⁹⁾				\$2,500,000

(H)

- (1) Administrative costs should be held no more than forty-five percent (45%) of the proposed budget year. The cost of direct services staff (e.g. ~~Housing Stability Specialist, Housing Stability Specialist Bilingual, Leasing Agent.~~, case management staff, housing navigation staff) is to be included in the forty-five percent (45%) administrative cost limit, and at a minimum of twenty-five percent

(25%) of the proposed annual budget. Budget shall reflect a minimum of fifty-five percent (55%) of total costs for direct financial assistance to support housing, which ~~includes~~ represents all housing related costs paid out on behalf of Families, including costs associated with homeless prevention, rental assistance, interim housing options, rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, first and making the home habitable last months' rent, housing rehabilitation and modification costs, interim shelter assistance, move-in costs, landlord incentives, etc.

~~(2)–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.~~

~~(3)–Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.~~

~~(4)–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 Agreement. 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 Agreement, regardless of the number of hours actually worked.~~

~~(5)–Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers’ Compensation Tax, based on the currently prevailing rates; 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. Direct Service staff benefit rate shall not exceed thirty percent (30%) of the actual salary expense claimed, and Administrative staff benefit rate shall not exceed thirty percent (30%) of the actual salary expense claimed.~~

~~(6)–Services and Supplies include costs related to independent audit, computer consultant (IT), office expenses, telephone/internet, and mileage as limited to the amount allowed by IRS.~~

~~(7)–Operating Expenses include costs related to facility lease/rental and equipment lease/rental.~~

~~(8) Transportation Expenses include costs related to client need for transport to housing location activities that are necessary to obtain or maintain housing stability. These activities may include work, childcare, healthcare appointments, and visits with case managers.~~

- (2) ~~(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.
- (3) ~~(2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than the maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.~~
- (4) ~~(3) 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.~~
- (5) ~~(4) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long term disability insurance; Medical Insurance, Workers Compensation Insurance, 401(k) Contributions, payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates;~~ 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.~~
- (6) ~~(5) Services and supplies expenses shall include costs related to independent audit, translation services, office expenses and Mileage program supplies.~~

~~(7)(1) (6) Mileage is limited to the amount allowed by IRS.~~

~~(7) Operating expenses shall include costs related to facility office lease/rental, maintenance, IT, equipment and lease, utilities, communications, mileage, insurance, and human resources expenses, insurance, telephone/cellphone, translation services, professional fees such as payroll and audits, DocuSign expenses, and postage.~~

~~(8) Direct Financial Assistance shall include payments (rent/mortgage and utility), payments in arrears (rent/mortgage and utility), deposits (rent/mortgage and utility), and any fees related to client services (i.e.g. application, document processing fees, etc.)~~

~~(7) (9) Homeless Prevention Flex Fund shall include costs for housing modifications for habitability and other accommodations such as, but not limited to mobility ramps and grab bars,, non-staffing costs of services related to housing associated with the recruitment and retention such, but of employees associated with the program).~~

~~(8) Mileage is limited to the amount allowed by IRS.~~

~~not limited to, pest control, hoarding mitigation, cleaning services and credit repair, furnishings, move in items such as, but not limited to, pots, pans and bedding, clothing, and other expenses connected to keeping clients in housing.~~

~~(9) The annual budgets are estimated and subject to modification per Subparagraph 15.3 of this Attachment A, providing that such modifications do not change the COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract.~~

~~12.2~~15.2 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 ~~Agreement~~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.

~~12.3~~15.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts, and/or the

number and type of FTE positions, and/or estimated annual budget without changing COUNTY's maximum funding obligation as stated in Subparagraph ~~20.1~~20.1 of this ~~Agreement~~Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph ~~42.4~~42.4 of this ~~Agreement~~Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph ~~20.1~~20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this ~~Exhibit~~Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

~~12.4~~15.4 In the event ~~one of the annual budgets~~budget shown in ~~Subparagraph~~ ~~14.1~~15.1 of this ~~Exhibit~~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~~term of July 1, 202~~0~~3, through June 30, 202~~1~~4 is modified, the modification will be effective until June 30, 202~~4~~4.- Beginning July 1, 202~~4~~4, the budget will revert to the budget included in Subparagraph ~~14.1~~15.1 of this ~~Exhibit~~Attachment until it is modified, if applicable.

~~3~~ ~~STAFF~~

16. STAFFING REQUIREMENTS

~~12.5~~16.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. ~~CONTRACTOR will be~~If Family contact is required to obtain the required documentation or provide services, CONTRACTOR shall provide translation services for languages needed so that all Families are provided services in their primary language.

16.2 ~~In addition~~CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the ~~above requirements~~, diversity of cultures which can be found among the client

population identified in the Paragraph 1 of Attachment A. CONTRACTOR shall employ staff with the background, training, and experience to provide BFH.

~~12.6~~16.3 CONTRACTOR shall provide the following described staff positions:

16.3.1 Housing Solutions Supervisor

~~12.6.1~~ Chief Program Officer

Duties:

~~3.1.1.1~~ ~~Oversee and monitor all aspects of quality assurance for the program including: program management, hiring staff, staff training, case management files, client services, and program evaluation.~~

16.3.1.1 Assist Provide oversight to the Housing Solutions Case Managers and maintains a small caseload.

16.3.1.2 Train, direct and assist new Housing Solutions Case Managers with day-to-day questions relating to the ~~development~~ completion of their job assignments.

~~12.6.1.1~~16.3.1.3 Responsible for the ongoing needs assessment, personal housing stability and service plans, implementation, ~~and tracking of program outcomes.~~ support, information, referral, and advocacy for individuals who are in Housing Solutions Program (e.g., BFH).

Qualifications

~~3.1.1.2~~ ~~Maintain strong community awareness and build relationships that strengthen collaboration among diverse stakeholders.~~

Qualifications

~~3.1.1.3~~ Bachelor's degree from an accredited college or university; preferably in the human services or related field.

~~12.6.1.2~~16.3.1.4 A, with a minimum of ~~four~~ (two (2) years of leadership experience in a non-profit, government, working with diverse and mental health populations preferred; or ~~philanthropy overseeing multiple programs or contracts, preferably at an organization working with homeless individuals.~~

~~3.1.1.4 Ability to multi-task and work independently using sound judgement, must have high level communication and strategic planning skills.~~

~~3.1.1.5 Possess an understanding~~ A minimum of national best practices in Homeless Services, budgets, fundraising, and relationship building.

~~2.4.8 Housing Solutions Director OC~~

~~two (2) years~~ Duties

~~3.1.1.6 Provide oversight and management to the RRH Program Manager. Ensure program is meeting its contractual outcomes and spending goals.~~

~~3.1.1.7 Develop new partnerships with other agencies in order to enhance services and oversee implementation of new services.~~

~~2.4.8.1 Oversee program's performance to ensure appropriate placement, effective services, and distribution of case files.~~

~~2.4.8.2 Assist with case management and provide Family conflict resolution services when necessary.~~

~~12.6.1.3~~ ~~1.1.1.1~~ Oversee property maintenance to ensure timely repairs and rental units are safe and habitable; coordination of shelter activities and distribution of services; and the regular monitoring of case files and data to ensure accuracy and compliance with program requirements.

Qualifications

~~3.1.1.8 Bachelor's degree from an accredited college or university in the human services or related field is preferred.~~

~~12.6.1.4~~ ~~16.3.1.5~~ Must have management experience working directly with long-term homeless population and ability to motivate and communicate effectively, low income, and diverse populations and have a working knowledge of mental health and crisis interventions is required.

16.3.1.6 Management experience preferred.

16.3.1.7 Possess excellent verbal and written communication skills.

16.3.1.8 Ability to perform crisis intervention as needed.

~~3.1.1.9 Fluency in Spanish is preferred.~~

~~2.4.9 Housing Solutions Manager~~

~~Duties~~

~~3.1.1.10 Provide oversight and management to Housing Solutions Supervisors and ensure program is meeting its contractual outcomes and spending goals.~~

~~2.4.9.1 — Oversee program’s performance to ensure appropriate placement, effective services, and distribution of case files.~~

~~2.4.9.2 — Provides approval on appropriate program expenses within budget constraints.~~

~~2.4.9.3 — Assist with case management and provide Family conflict resolution services when necessary.~~

~~2.4.9.4 — Oversee regular monitoring of case files and data to ensure accuracy and compliance with program requirements.~~

~~Qualifications~~

~~3.1.1.11 Bachelor’s degree from an accredited college or university in a human services related field or experience working with the homeless population in a case.~~

~~2.4.9.5 — Proficient in Microsoft Office programs.~~

~~2.4.9.6 — Experience in a leadership role.~~

~~12.6.1.5 16.3.1.9 Fluency in Spanish is preferred.~~

~~12.6.21.1.1 Senior Accounting Manager~~

~~Duties~~

~~2.4.9.7 — Manage financial aspects of the contract. Complete required financial reports and invoices, ensure expenditures are in compliance with contract requirements, and timely process payments to landlords and other vendors.~~

~~///~~

Qualifications

~~12.6.2.11.1.1.1 Bachelor's degree from an accredited college or university in a business administration related field preferred.~~

~~12.6.2.21.1.1.1 Must have experience working with non profit accounting concepts and ability to communicate effectively.~~

2.4.10 HMIS Data SpecialistDuties

~~2.4.10.1 Complete all HMIS data entry processes for the program, including input of all entries, exits and services rendered.~~

~~2.4.10.2 Review Family files for completeness and corroboration with data entered into the HMIS; uphold data quality management; inform staff of program performance; assist in generating regular reports from HMIS, including program outcomes reports; track housing outcomes and recidivism for clients in follow up.~~

Qualifications

~~2.4.10.3 Proficient in Microsoft Office programs, especially Microsoft Excel.~~

~~12.6.3~~16.3.2 Housing Solutions Case ManagerDuties

~~12.6.3.1~~16.3.2.1 Provide comprehensive case management services, including initial needs assessment, benefit assessment, housing objectives, tenant education, tenant advocacy, and referrals.

~~12.6.3.2~~16.3.2.2 Develop, with recipient Families, an individual case management plan that includes financial planning and housing goals.

~~12.6.3.3~~16.3.2.3 Assess and develop a 30-Day Permanent Housing Plan and an Individualized Housing Stabilization Plan.

~~3.1.1.12~~Track progress towards Families' goals through case files with charts, monthly progress notes, and outcome evaluation.

~~12.6.3.4~~16.3.2.4 Assist Families in searching for housing leads and facilitate relationships between Families and landlords.

~~12.6.3.5~~16.3.2.5 Visit and inspect Families' ~~apartments~~housing to ensure they are properly maintained.

~~12.6.3.6~~16.3.2.6 Participate in ~~Coordinated Entry System (CES)~~ and follow CES policies and procedures to request Family matches, submit updates, and attend Family match meetings.

~~12.6.3.7~~16.3.2.7 Make appropriate community resources referrals for Families.

Qualifications

~~12.6.3.8~~16.3.2.8 Bachelor's degree from an accredited college or university in ~~a~~ human services- ~~or~~ related field, and experience working with ~~the~~-homeless population ~~in a case management role~~preferred.

~~3.1.1.13 Proficient in Microsoft Office programs.~~

~~12.6.3.9~~16.3.2.9 –Ability to communicate effectively.

~~12.6.4~~16.3.3 Housing Solutions Case Manager – Bilingual Spanish

Duties

Duties

~~12.6.4.1~~16.3.3.1 Provide comprehensive case management services, including initial needs assessment, benefit assessment, housing objectives, tenant education, tenant advocacy, and referrals.

~~12.6.4.2~~16.3.3.2 Develop, with recipient Families, an individual case management plan that includes financial planning and housing goals.

~~12.6.4.3~~16.3.3.3 Assess and develop a 30-Day Permanent Housing Plan and an Individualized Housing Stabilization Plan.

~~3.1.1.14 Track progress towards Families' goals through case files with charts, monthly progress notes, and outcome evaluation.~~

~~12.6.4.4~~16.3.3.4 Assist Families in searching for housing leads and facilitate relationships between Families and landlords.

~~12.6.4.5~~16.3.3.5 Visit and inspect Families' ~~apartments~~housing to ensure they are properly maintained.

~~12.6.4.6~~16.3.3.6 Participate in CES and follow CES policies and procedures to request Family matches, submit updates, and attend Family match meetings.

~~12.6.4.7~~16.3.3.7 Make appropriate community resources referrals for Families.

Qualifications

Qualifications

~~12.6.4.8~~16.3.3.8 Bachelor's degree from an accredited college or university in a human services or related field ~~or~~, and experience working with homeless population ~~in a case management role~~ preferred.

~~3.1.1.15 Proficient in Microsoft Office programs.~~

~~16.3.3.9 Ability to communicate effectively.~~

~~12.6.4.9~~16.3.3.10 Fluency in Spanish is required.

~~12.6.5~~16.3.4 Leasing Agent

Duties

16.3.4.1 Develop an understanding of the County's housing market and establish strong business relationships in the profit and non-profit sectors (i.e., landlords, property managers, real estate owners/brokers, and developers).

16.3.4.2 Conduct initial and bi-annual housing inspections, and rent reasonability standards processes.

16.3.4.3 Assist at-risk households with maintaining their housing or relocating to more suitable housing.

16.3.4.4 Maintain effective relationships with landlords and/or property managers by resolving conflicts and providing necessary emergency support.

Qualifications

16.3.4.5 Ability to communicate effectively required.

16.3.4.6 Fluency in Spanish preferred.

16.3.5 Chief Executive Officer

Duties

16.3.5.1 Identify, create, and implement strategic plans to actualize business objectives.

16.3.5.2 Identify, recruit, train, and develop a talented team of employees who can lead critical departments and manage strategic business functions.

16.3.5.3 Monitor company operations and ensure employees and business practices comply with regulatory and legal requirements.

Qualifications

16.3.5.4 Possess experience in a senior managerial role, in-depth knowledge of the industry and leadership qualities.

16.3.5.5 Excellent understanding of finance-related performance standards.

16.3.5.6 Possess proven ability to develop and execute financial strategies.

16.3.5.7 Excellent written and verbal communication skills.

16.3.5.8 Possess demonstrated knowledge of corporate and regulatory best practices.

16.3.5.9 Possess organization, leadership, strategic thinking and analytical skills.

16.3.6 Chief Operations Officer

Duties

16.3.6.1 Responsible for guiding company's workflow strategy and organization of all essential business processes.

16.3.6.2 Reviewing the efficiency of current business functions.

16.3.6.3 Planning changes and updates to day-to-day operations.

16.3.6.4 Collaborating with other executive staff to set and meet business objectives.

Qualifications

16.3.6.5 Possess experience in a senior managerial role, in-depth

knowledge of the industry and leadership qualities.

16.3.6.6 Excellent understanding of finance-related performance standards.

16.3.6.7 Possess proven ability to develop and execute financial strategies.

16.3.6.8 Excellent written and verbal communication skills.

16.3.6.9 Possess demonstrated knowledge of corporate and regulatory best practices.

16.3.6.10 Possess organization, leadership, strategic thinking and analytical skills.

16.3.7 Housing Solutions Director

Duties

16.3.7.1 Responsible for supporting program teams in service delivery.

16.3.7.2 Ensure ongoing professional development of program staff.

16.3.7.3 Assist with high acuity client needs.

16.3.7.4 Ensure service delivery teams are practicing trauma-informed and client-focused strategies.

16.3.7.5 Ensure programs are continuously modified and improved to achieve the highest possible effectiveness.

Qualification

16.3.7.6 Master's degree or higher from an accredited college or university in human services or related field with at least four (4) years of experience working with diverse and mental health populations is highly preferred; or

16.3.7.7 A minimum of four (4) years of experience working directly with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and crisis interventions is required.

16.3.7.8 Two (2) years of experience in a management role.

16.3.7.9 Fluency in Spanish preferred.

16.3.8 Housing Solutions Regional Director

Duties

16.3.8.1 Provide ~~housing search~~ program oversight, team management, and ~~placement services. Serve as an on-going liaison between tenants~~ community relations.

~~12.6.5.1~~ 16.3.8.2 Provide oversight and ~~landlords~~ management to Housing Solutions staff.

~~3.1.1.16~~ Maintain an understanding of Fair Housing Laws and keep abreast of legal issues and regulations.

16.3.8.3 Develop an understanding of the County's housing market and strong business relationships in the private and non-profit sectors (e.g. Ensure the quality control of all housing programs in the assigned region.

~~12.6.5.21.1.1.1~~ ~~landlords, property managers, real estate owners/brokers, and developers).~~

~~2.4.10.4 Assemble marketing packets to local landlords and property managers. Maintain a list of potential housing opportunities for homeless and/or at risk of homelessness Families.~~

~~2.4.10.5 Conduct housing inspections (i.e. initial and bi annual) and implement rent reasonability standards processes.~~

~~2.4.10.6 Implement master lease and sub-lease processes (i.e. negotiating and executing of master leases, preparing sub-lease documents, conducting move-in meeting with clients). Assist with the collection of documentation and provide coaching support to Families when necessary.~~

~~2.4.10.7 Assist at risk households with maintaining their housing or relocating to more suitable housing.~~

~~2.4.10.8 Maintain effective relationships with landlords and/or property managers by resolving tenancy conflicts and providing necessary emergency support.~~

Qualifications

~~3.1.1.17~~ Proficient Bachelor's degree from an accredited college or university in Microsoft Office programs is required.

~~12.6.5.3~~16.3.8.4 ~~–Experience~~ human services or related field, with a minimum of two (2) years of experience working with ~~homeless population~~diverse and/or ~~similar~~ mental health populations ~~is desired~~preferred; or

16.3.8.5–A minimum of two (2) years of experience working directly with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and crisis interventions is required.

16.3.8.6Possess excellent verbal and written communication skills.

16.3.8.7Ability to perform crisis intervention as needed.

~~12.6.5.4~~16.3.8.8 Fluency in Spanish ~~is~~preferred.

~~2.4.10.9—Be available to work a flexible schedule including morning and evening shifts and some weekends.~~

~~12.6.6.1.1—Housing Solutions Supervisor~~

16.3.9 Housing Solutions Program Manager

Duties

16.3.9.1~~Supervise approximately a team of five (5)~~Provide oversight to the Housing Solutions ~~Case Managers~~Supervisors.

~~12.6.6.1~~16.3.9.2 Train~~and~~, direct ~~the team~~and assist ~~them~~new Housing Solutions Supervisors with~~the~~ day-to-day questions relating to the completion of their job assignments.

16.3.9.3Provide intervention for program participants and serves as a point of contact for program grievances; provide leadership to staff in emergency situations.

~~12.6.6.2~~16.3.9.4 Oversee quality control of ~~Case Files~~case files on a regular basis to ensure accurate, up to date documentation on all clients, including but not limited to ~~stabilization plans, case notes~~Individual Service Plans, Emergency Plans and Case Notes, etc.

~~2.4.10.10Coordinate staff trainings and orientations when needed.~~

~~2.4.10.11 Meet with identified staff individually at least monthly and meet with team as a whole at least monthly.~~

~~2.4.10.12 Approve Absence from Work requests, time keeping submissions for staff, and monthly mileage claims, ensuring accuracy and punctuality.~~

Qualifications

Qualification

16.3.9.5 Bachelor's degree from an accredited college or university in a human services or related field-is, with 3-5 years of experience providing housing services to homeless individuals and/or individuals with mental health of substance abuse issues.

~~12.6.6.3~~ 16.3.9.6 Master's degree of Social Work and fluency in Spanish preferred.

16.3.9.7 Minimum of two (2) years of experience in program management and staff supervision.

16.3.10 Accounting Manager

~~2.4.10.13 Experience working with non profit accounting concepts and ability to communicate effectively.~~

~~2.4.10.14 Experience in a leadership role.~~

~~2.4.11 Chief Financial Officer~~

Duties

~~3.1.1.18 Supervises the Senior Accounting Manager~~ Organize and prepares monthly prepare the organization's accounting information to ensure financial statements, reports and records by collecting, analyzing and summarizing account information.

~~2.4.11.1 Responsible for the general ledger, fixed asset processing and reporting, maintains bank accounts by requesting disbursements, reviews bank statements, researches and reconciles discrepancies and audits and verifies documents.~~

~~2.4.11.2 Follows internal controls and helps accounting staff maintain and control grant, program and agency budgets.~~

Qualifications

~~2.4.11.3—Bachelor’s degree from an accredited college or university in a business administration related field and at least two (2) years of experience in an accounting-related position.~~

~~2.4.11.4—Ability to meet communicated schedules, deadlines, and adhere to policies, procedures and internal controls.~~

~~2.4.11.5—Ability to maintain good working relationships with vendors and other agency employees.~~

~~2.4.11.6—Must have knowledge of non-profit accounting (GAAP) rules and regulations.~~

~~12.6.71.1.1—Accounting Supervisor~~

~~Duties~~

~~3.1.1.19—Supervises Accounts Receivable staff, reviews reports and reconciles receipts with submitted invoices.~~

~~2.4.11.7—Assists in the development and implementation of goals, policies, priorities, and procedures related to grant invoicing.~~

~~2.4.11.8—Reviews grant contract requirements, ensures compliance, and communicates with grantors on a regular basis.~~

~~12.6.7.11.1.1.1—Reviews grant contract requirements, ensures compliance, and communicates with grantors on a regular basis.~~

~~Qualifications~~

~~12.6.7.21.1.1.1—Bachelor’s degree from an accredited college or university in a business administration related field preferred.~~

~~3.1.1.20—Experience working with non-profit accounting concepts and ability to communicate effectively.~~

~~2.4.11.9—Experience in leadership role.~~

~~12.6.81.1.1—Accounting Specialist~~

~~Duties~~

~~3.1.1.21—Ensure invoicing and reporting of expenses comply and adhere to grantor specific regulations, and assist to resolve any issues~~

~~surrounding grant invoices, including disallowed expenses or technical issues.~~

~~2.4.11.10 Gather support documents for charges.~~

~~2.4.11.11 Analyze assigned grants revenue and expense accounts to identify errors in posting or omissions by applying appropriate accounting standards. Prepare and record monthly journal entries and reconcile to general ledger.~~

~~2.4.11.12 Monitor spending variances to budgets and assist in budget modifications. Maintain updated projections for all assigned grants.~~

Qualifications

~~3.1.1.22 Associate degree in Accounting, or a minimum of three (3) years of professional experience in an accounting environment with basic knowledge or accrual and cash accounting.~~

~~2.4.11.13 Excellent working knowledge of Microsoft Excel and Word, and written and oral communication skills.~~

~~2.4.12 Chief Executive Officer~~

Duties

~~3.1.1.23 Generate revenues and manage expenses as targeted by the approved annual budget.~~

~~3.1.1.24 Prepare an annual budget for the following are accurate and fiscal year.~~

~~2.4.12.1 Motivate and support staff in all their duties.~~

~~2.4.12.2 Manage and supervise Chief Operations Officer.~~

~~2.4.12.3 Review, evaluate, hire and fire staff when appropriate.~~

~~2.4.12.4 Create and fill new and existing positions according to need and with the approved budget.~~

~~2.4.12.5 Develop and oversee all service programs with Chief Operations Officer.~~

~~2.4.12.6 Serve as communication liaison between Board and staff.~~

~~2.4.12.7 Act as primary spokesperson to press, agencies, client groups,~~

and volunteers.

~~2.4.12.8 Promote a positive image through extensive networking, writing, and oral presentations.~~

~~Actively participate in professional associations.~~

Qualifications

~~3.1.1.25 Bachelor's Degree, graduate degree preferred.~~

~~2.4.12.9 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.~~

~~2.4.12.10 High proficiency in verbal and written communication.~~

~~2.4.13 Chief Operations Officer~~

Duties

~~12.6.8.116.3.10.1 –Oversee all administrative activities ensuring that all reporting, record keeping, communications, etc. are responsibilities are fulfilled in a timely and accurate and ensure policies and practices that promote a healthy agency culture manner.~~

~~3.1.1.26 Manages the overall strategy, purpose, and vision of the human resource department.~~

~~2.4.13.1 Attracts, recruits, and retains required members of the executive team not currently in place.~~

~~2.4.13.2 Collaborates with the Executive team to develop and implement plans for the operational infrastructure of systems, processes, and personnel.~~

~~2.4.13.3 Determine staffing plans to achieve agency goals and objectives and participate in hiring decisions for new staff.~~

~~2.4.13.4 Assist Chief Financial Officer with financial management activities.~~

~~2.4.13.5 Oversee the preparation and development process of the annual~~

operating budget for presentation to the CEO.

~~2.4.13.6—Work closely with the finance department to budget and monitor programmatic operations to ensure sound fiscal management.~~

~~2.4.13.7—Act as approving agent for financial requests and expenditures.~~

~~2.4.13.8—Act as approving agent for monthly bank statements.~~

~~2.4.13.9—Act as staff liaison for the Board Legal Committee to ensure the agency is compliant with federal, state, funding, and city requirements.~~

~~2.4.13.10—Analyze the appropriate data to inform programmatic and operational decision-making.~~

~~2.4.13.11—Analyze and assess programs based on data.~~

~~2.4.13.12—Develop and implement service plans, budgets, and staffing structures for new projects.~~

~~2.4.13.13—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

~~3.1.1.27—Bachelor's degree from an accredited college or university in a human services related field and experience working with the homeless population in a case management role.~~

~~2.4.13.14—A minimum of two (2) years of experience in an executive leadership.~~

~~2.4.13.15—A minimum of three (3) years of experience overseeing department executives.~~

~~2.4.13.16—High proficiency in verbal and written communication.~~

~~2.4.13.17—Ability to effectively represent the agency.~~

~~2.4.13.18—Strategic Planning skills.~~

~~2.4.14—Housing Solutions Director~~

Duties

~~3.1.1.28 Provide oversight and management to the Housing Solutions Department agency wide including the Housing Solutions Director OC.~~

~~2.4.14.1 Ensure program is meeting its contractual outcomes and spending goals.~~

~~2.4.14.2 Develop new partnerships with other agencies to enhance services and oversee the implementation of new services.~~

~~2.4.14.3 Oversee program's performance to ensure appropriate placement, effective services, and distribution of case files.~~

~~2.4.14.4 Oversee regular monitoring of case files and data to ensure accuracy and compliance with program requirements.~~

Qualifications

~~3.1.1.29 Bachelor's degree from an accredited college or university in a human services-related field and experience working with the homeless population in a case management role.~~

~~2.4.14.5 A minimum of two (2) years of experience in an executive leadership role.~~

~~2.4.14.6 Proficient in Microsoft Office program.~~

~~2.4.14.7 Fluency in Spanish is preferred.~~

~~2.4.15 Accounting Manager~~

Duties

~~12.6.8.216.3.10.2~~ ~~Assists~~ Assist in the development and implementation of goals, policies, priorities, and procedures relating to financial management, budget, and accounting. Supervises and participates in the preparation of various financial statements and reports.

~~3.1.1.30 Directs the installation~~ Manage and maintenance of accounting records to show receipts and expenditures.

~~2.4.15.1 Directs the maintenance of general and subsidiary ledgers, accounts receivable, revenue distribution, depreciation, cost, property, and operating expenses, and insurance records.~~

~~2.4.15.2 Directs and participates in cost analyses and rate studies.~~

~~2.4.15.3 Prepares statements and reports of estimated future costs and revenues.~~

~~2.4.15.4 Directs internal audits involving review of accounting and administrative controls.~~

~~2.4.15.5 Coordinates preparation of external audit materials and external financial reporting.~~

~~2.4.15.6 Reviews financial statements with the CEO and COO, interfaces with the organization's outside accountant, prepares and maintains program, grant, and agency annual budgets, and responds to additional tasks as needed.~~

~~12.6.8.3~~ ~~16.3.10.3~~ ~~Manages and Supervises~~ supervise Accounting Supervisors, oversees procurement process by collecting bid sheets and invoices, provides support and guidance when necessary, and coordinate trainings and orientations when needed.

Qualifications

~~16.3.10.4 Bachelor's degree from an accredited college or university in a business administration related field preferred.~~

Qualifications

~~2.4.15.7 Bachelor's degree from an accredited college or university in a business administration related field preferred.~~

16.3.10.5 Possess satisfactory combination of experience and training which demonstrate the knowledge, skills, and abilities to perform tasks.

~~12.6.8.4~~ 16.3.10.6 Must have experience working with non-profit accounting concepts and the ability to communicate effectively.

16.3.11 Accounting Supervisor

Duties

~~12.6.8.5~~ 16.3.11.1 ~~–Development~~ Supervise Accounting Specialist and Accounting Receivable staff.

Duties

~~3.1.1.31~~ ~~–Process volunteer applications.~~

~~12.6.8.6~~ 16.3.11.2 ~~–Assist within~~ the development and implementation and ~~maintenance of the volunteer platform~~ of goals, policies, priorities, and procedures relating to grant invoicing.

16.3.11.3 Reviews grant contract requirements, ensures compliance, and communicates with grantors on a regular basis.

16.3.11.4 Supervise and participate in the preparation of grant invoices, reports, and monitoring procedures.

Qualifications

16.3.11.5 Bachelor’s degree from an accredited college or university in a business administration related field preferred.

~~3.1.1.32~~ ~~Support in volunteer orientations~~ Possess satisfactory combination of experience and ~~other recruitment events.~~

~~3.1.1.33~~ ~~Track~~ training which demonstrate the ~~volunteer hours~~ knowledge, skills, and ~~donations~~ and ensure the health of the data.

~~12.6.8.7~~ 16.3.11.6 ~~–Manage the volunteer inquiry email pushing along the volunteer requests~~ abilities to the ~~relevant staff on the Community Engagement Team~~ perform tasks.

16.3.11.7 Must have experience working with non-profit accounting concepts and ability to communicate effectively.

16.3.12 Accounting SpecialistDuties

~~3.1.1.34~~ ~~Collaborate with the Community Engagement team to ensure that donations are being managed and volunteer hours are being accurately reflected in the system.~~

~~2.4.15.8~~ ~~Assist in the coordination of fundraising events.~~

~~2.4.15.9 Assist the Development Team with the planning and implementation of activities targeted to meet budgeted revenue goals.~~

~~2.4.15.10 Work alongside the business development, marketing and product teams to track key metrics for scalable growth.~~

16.3.12.1 Responsible to prepare monthly, quarterly, and annual grant invoices.

16.3.12.2 Prepare and process contract reimbursement requests.

Qualifications

~~12.6.8.8~~ 16.3.12.3 High school diploma or equivalent, and two (2) years of accounts payable/receivable or book keeping work experience is required; or

16.3.12.4 Satisfactory combination of experience and training which demonstrate the knowledge, skills, and abilities to perform tasks.

16.3.13 Data Specialist

Duties

16.3.13.1 Responsible for data collection and entry of documents, case notes, and services into the HMIS for assigned programs.

16.3.13.2 Adhere to data quality standards established by the agency.

Qualifications

16.3.13.3 Demonstration of proficiency in software related to professional responsibilities is required.

16.3.13.4 Excellent attention to details and adaptability to changing processes is required.

16.3.13.5 Possess computer, typing and data processing skills.

16.3.13.6 Possess strong analytical, problem solving, and effective communication skills.

16.3.14 IT Specialist

Duties

16.3.14.1 Provide IT system support to the agency.

16.3.14.2 Assist in technical tasks to ensure functionality and efficiency of computer and telecom systems.

Qualifications

16.3.14.3 Technologically savvy. Advanced IT knowledge not necessary, but the ability and desire to learn is required.

16.3.14.4 Proficient in effective oral and written communication.

16.3.14.5 Ability to meet deadlines, multi-task, work independently or cooperatively as part of a team.

~~12.6.8.9~~16.3.14.6 Must be detail-oriented, with accurate data entry skills; ~~intermediate computer literacy or Word and spreadsheet software.~~

16.3.14.7 ~~HR~~ Basic understanding of general networking preferred.

~~12.6.9~~16.3.15 Human Resource ManagerDuties

16.3.15.1 Oversee all Human Resources tasks for the agency including employee trainings, workers' compensation, and benefit packages.

16.3.15.2 Ensure agency's staff has been trained, met, and fulfilled all mandated compliance.

16.3.15.3 Supervise Human Resource Specialist.

Qualifications

16.3.15.4 Must have strong interpersonal skills.

16.3.15.5 Possess high level of reliability, responsibility, attention to details, and effective oral and written communication.

16.3.15.6 Ability to meet deadlines, work independently or cooperatively as part of a team.

16.3.15.7 Some management experience preferred.

16.3.16 Human Resource Specialist

DutiesDuties

~~2.4.15.11 Act as a liaison between employer and employee fielding questions, concerns, and complaints.~~

~~2.4.15.12 Conduct investigations, when appropriate, and submit~~

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recommendations to HR Director.

~~2.4.15.13 Ensure appropriate documentation of HR investigations.~~

16.3.16.1 ~~Resolve~~ Responsible for supporting HR processes and assisting with general administrative support.

~~3.1.1.35 Provide significant support in recruitment, employee relation issues by working with supervisors and managers.~~

~~2.4.15.14 Facilitate new hires, transfers, promotions, terminations, and~~

exit interviews.

~~12.6.9.1~~ 16.3.16.2 ~~Assist in the development of new measures to increase staff morale relations and overall employee satisfaction~~ maintaining HR records.

16.3.16.3 ~~Oversee~~ Responsible for processing payroll and maintaining employee database regarding salary and pay.

Qualifications

16.3.16.4 Must have strong interpersonal skills.

16.3.16.5 Possess high level of reliability, responsibility, attention to details, and effective oral and written communication.

16.3.16.6 Ability to meet deadlines, work independently or cooperatively as part of a team.

16.3.17 HS Administrative Manager

Duties

16.3.17.1 ~~process~~ Responsible for monitoring all Housing Solutions Program budgets, expenditures, and outcomes. Provide support to the Housing Solutions Director and Managers to ensure teams are effectively spending and maintaining program budgets.

16.3.17.2 Manage housing intervention checking account which includes issuing checks, tracking the check register, and submission of check back-ups.

16.3.17.3 Place client supplies/needs orders such as furniture, beds, food, bus passes, etc.

Qualifications

16.3.17.4 ~~that payroll goes out accurately and~~ Ability to communicate effectively and respectfully required.

16.3.17.5 Must be reliable and attentive to detail. Ability to meet deadlines, work independently, multi-tasking and use of sound judgement required.

16.3.17.6 Proficient in Microsoft Word and Excel required.

~~3.1.1.36~~ Ability to identify and resolve problems in a timely manner-

~~2.4.15.15~~ Conduct regular audits of payroll records.

~~2.4.15.16~~ Conduct employee file audits to ensure that all required documentation is collected and maintained.

~~2.4.15.17~~ Assist with interviews when necessary, perform employment verification and background checks, and assist with job offers.

~~2.4.15.18~~ This position requires some travel to the various regions in which Mercy House operates.

Qualifications

~~2.4.15.19~~ High School diploma

~~2.4.15.20~~ Must be detail-oriented, with strong note taking; intermediate computer literacy of Microsoft Office software.

~~2.4.15.21~~ Effective with both oral and written communication.

~~2.4.15.22~~ Experience in a leadership role.

~~2.4.16~~ HR Specialist

Duties

~~2.4.16.1~~ Setting appointments, arranging meetings, and travel arrangements.

~~2.4.16.2~~ Assist with the logistics for new hire orientation and training.

~~2.4.16.3~~ Participating in recruitment efforts such as posting job ads, organizing resumes and job applications, scheduling job interviews, and assisting in the interview process.

~~12.6.9.2~~ 16.3.17.7 ~~Collecting employment and tax~~ as well as gather and analyze information: skillfully.

17. QUALITY ASSURANCE/QUALITY CONTROL

~~2.4.16.4 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by SSA, to monitor the level of program service and quality. -Ensuring background and reference checks are completed.~~

~~2.4.16.5 Create, organizes and updates employee files.~~

~~2.4.16.6 Track employee progress, documenting promotions, recognitions, and violations.~~

~~2.4.16.7 Supporting the Human Resources Manager with employee investigations.~~

~~2.4.16.8 Assist with the completion of termination paperwork and assisting with exit interview.~~

~~2.4.16.9 Ensure that former employee files are maintained according to law.~~

Qualifications

~~2.4.16.10 High school diploma~~

~~2.4.16.11 Must be detailed oriented, with strong note taking; intermediate computer literacy of Microsoft Office software.~~

~~2.4.16.12 Effective with both oral and written communication.~~

17.1 -The Quality Control Plan will be effective upon contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

17.1.1 The method for ensuring the services, deliverables, and requirements defined in this Contract are being provided at or above the level of quality per this Attachment A, Scope of Work;

~~12.6.101.1.1~~ The method for assuring that the professional ~~IT Specialist~~

Duties

~~2.4.16.13 Maintain IT systems and functionality~~

~~2.4.16.14 Support IT projects including the set up of new workstations~~

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~~2.4.16.15 Perform troubleshooting of IT issues~~

~~2.4.16.16 Maintain an IT inventory log (desktops, laptop, air cards, phones, etc.)~~

~~2.4.16.17 Manage all new employee accounts, and cancellation (change passwords).~~

~~2.4.16.18 Set up IT connection for meetings~~

~~2.4.16.19 Update staff distribution list.~~

~~Qualifications~~

~~2.4.16.20 Advanced computer literacy~~

~~2.4.16.21 Reliable transportation to multiple sites on a regular basis.~~

17.1.2 staff rendering services under this Contract has the necessary qualifications;

17.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and

~~12.6.11~~ 17.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.