

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
MERCY HOUSE LIVING CENTERS
FOR THE PROVISION OF HOME SAFE SERVICES

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

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 Home Safe Services;

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

WHEREAS, such services are authorized and provided for pursuant to Assembly Bill 135 (Chapter 85, statues of 2021) and Welfare Institutions Code (WIC) Sections 15770 – 15771; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

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

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

be COUNTY employees.

3.3 CONTRACTOR certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

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

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and Mercy House Living Centers, for the Provision of Home Safe Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.

4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

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

limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California WIC; Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.3 For federally funded Contracts in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

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

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of

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

7. SUBCONTRACTS

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

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

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

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

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when

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

8.3 Name Change

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

9. NON-DISCRIMINATION

9.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

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 compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

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

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

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

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

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) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part

15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

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 Contract, and/or other communications shall be addressed as follows:

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

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

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

10.2.1 Deposited in the United States mail, first class postage prepaid and

addressed as shown in Subparagraph 10.1 above;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or

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

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

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 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 Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance

provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current and provide Certificates of Insurance and endorsements to the COUNTY during the entire term of this Contract.

- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this contract.
- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this 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).
- 13.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a

carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	\$512,961

- 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 occurrence basis utilizing 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, employees, and agents as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 13.7.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- 13.7.2 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents or provide blanket coverage, which will state As Required by Written Contract.
- 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-contributory endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- 13.8 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.
- 13.9 The County of Orange shall be the loss payee on the Employee Dishonesty

coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

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

ADMINISTRATOR, award may be made to the next qualified proponent.

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

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

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

14. 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 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 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 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 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 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 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, 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.

17. SUPPLANTING GOVERNMENT FUNDS

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

18. EQUIPMENT

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

CONTRACTOR further agrees to the following:

- 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.
- 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

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

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

18.3 Computer Equipment

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

19. BREACH SANCTIONS

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

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 Contract shall be \$6,158,000, or actual allowable costs, whichever is less for the term of July 1, 2023, through June 30, 2025.

20.2 Allowable Costs

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

20.3 Advance Payment

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

this Contract, there is a balance owing COUNTY, CONTRACTOR shall immediately refund said monies to COUNTY.

20.4 Claims

20.4.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.4.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

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

20.4.4 Year-End and Final Claims

20.4.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, 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.

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

21. OVERPAYMENTS

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

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 Contract.

23. REVENUE

23.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended. The procedure for designating money as Program Income is set forth in Paragraph 24 of this Contract.

24. PROGRAM INCOME

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

- 24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program Income.
- 24.2 Set up and maintain a separate bank account for any proposed Program Income and account for any and all such income received.
- 24.3 Report to ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt, record the amount received on internal financial records, and indicate the amount received on the monthly claim submitted to ADMINISTRATOR.
- 24.4 ADMINISTRATOR will then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or federal agencies for approval.
- 24.5 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or federal agency and provides

CONTRACTOR with prior written approval for the use of the funds.

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

25. FINAL REPORT

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

26. INDEPENDENT AUDIT

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

26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Contract. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny

payment under this or any subsequent Contract with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

27. RECORDS, INSPECTIONS, AND AUDITS

27.1 Financial Records

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

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

27.2 Client Records

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

27.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 43.2 of this Contract.

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

27.3 Public Records

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

27.4 Inspections and Audits

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

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

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

27.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof

resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Contract.

27.5 Evaluation Studies

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

28. PERSONNEL DISCLOSURE

28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 16 of Attachment A.

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

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

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

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

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

28.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination

from the performance of services under this Contract.

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

completed, whichever is later, in compliance with all applicable laws.

- 28.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 19 above.
- 28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 28.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 28.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 28 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
29. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

32. CONFIDENTIALITY

32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 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.

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

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

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

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

33. SECURITY

33.1 Security Requirements

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

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

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

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

33.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

33.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

34. COPYRIGHT ACCESS

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

35. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

36. SERVICES DURING EMERGENCY AND/OR DISASTER

36.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

37.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use

and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

37.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

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

37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through State funds;

37.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

37.2.3.1 Any commercial product or service; and

37.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

38. REPORTS

38.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services

provided under this Contract.

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

39. ENERGY EFFICIENCY STANDARDS

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

40. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in

Subparagraphs 41.1.1 - 41.1.1.4.

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

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

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

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

41.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

42. POLITICAL ACTIVITY

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

43. TERMINATION PROVISIONS

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

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

43.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if

requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Contract.

43.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

43.5 If any term, covenant, condition, or provision of this Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

44. COOPERATIVE CONTRACT

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

44.2 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for

obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

44.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

44.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

45. GOVERNING LAW AND VENUE

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

46. SIGNATURE IN COUNTERPARTS

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

46.2 CONTRACTOR represents and warrants that the person executing this Contract on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this

Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

ATTACHMENT A
SCOPE OF WORK
FOR THE PROVISION OF HOME SAFE SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to clients referred by SSA, hereafter referred to as “Client(s).” The Home Safe program is comprised of eligible Client(s) in the Adult Protective Services (APS) Program who are referred by APS staff. CONTRACTOR shall work with and motivate Client(s) with multiple barriers that may impede access to housing (such as credit history, rental and/or utility arrears), including tailoring to the unique needs of the Client(s), as well as responding to the varied and changing needs of the Client(s).

1.2 Client(s) eligible to receive services pursuant to State regulations and County policies that are referred to Home Safe services by SSA and serviced by the CONTRACTOR shall meet all of the following criteria:

1.2.1 Is an APS Client or is in the process of intake to APS;

1.2.2 Is homeless or at imminent risk of homelessness as a result of elder or dependent abuse, neglect, self-neglect, or financial exploitation, as determined by the APS agency; and

1.2.3 Voluntarily agrees to participate in the program.

2. DEFINITIONS

2.1 Adult Protective Services (APS): County agency to help elder adults (sixty (60) years and older) and dependent adults (18-59 years who are disabled), when these adults are unable to meet their own needs or are the victim of abuse, neglect, or exploitation. County APS agencies investigate reports of abuse of elders and dependent adults who live in private homes, apartments, hotels or hospitals.

2.2 Client-Centered Practice: Practice includes: 1) Assisting Clients in clarifying their key values, challenges, and strengths; 2) Allowing Clients to drive the process of identifying goals; 3) Asking motivating questions to prompt Clients to determine

the best course of action and to take action when ready; 4) Informing Clients of resources and opportunities in the community based on the assessment and expressed interests and desires of the Client; 5) Helping Clients understand the pros and cons of different approaches; 6) Making referrals to services in partnership with Clients' motivation and timeline, on the assumption that the Clients are the expert.

- 2.3 Continuum of Care (CoC): The Continuum of Care 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.
- 2.5 County Prioritization Plan: A framework to help prioritize eligible Clients if all eligible Clients cannot be accommodated. Among eligible individuals who are at risk of homelessness, Home Safe must prioritize those who are most likely to fall into homelessness if not for Home Safe intervention. Prioritization must be driven by assessment tools and strategies which may include a combination of housing assessment and APS assessment tools.
- 2.6 Critical Time Intervention (CTI): A case management model designed to prevent recurrent homelessness by connecting individuals with support in their community. It provides flexible, individualized, and focused support after a person transition from shelter to housing.
- 2.7 Harm Reduction: The model serves to reduce the impact of risky behaviors over time, as opposed to immediately eliminating those behaviors altogether. The use of harm reduction assists in building safety and identifying supportive people and services the Client can rely on when they are ready or able to leave the exploitative

situation.

2.8 Homeless and Imminent Risk of Homelessness: A Client described by one (1) or more of the following criteria:

2.8.1 A person who lacks a fixed or regular nighttime residence and either of the following apply:

2.8.1.1 The person has a primary nighttime residence that is a supervised publicly or privately operated shelter, hotel, or motel, designed to provide temporary living accommodations.

2.8.1.2 The person resides in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

2.8.2 A person who is in receipt of a judgment for eviction, as ordered by the court.

2.8.3 A person who has received a pay rent or quit notice or who will otherwise imminently lose their primary nighttime residence, which may include individuals who have not yet received an eviction notice, if all of the following are true:

2.8.3.1 The right of permission to occupy their current housing or living situation will be, or there is credible evidence that it will be, terminated within twenty-one (21) days after the date of application for assistance.

2.8.3.2 A subsequent residence has not been identified or secured, including but not limited to, an individual exiting a medical facility, long-term care facility, prison, or jail.

2.8.3.3 The individual lacks the resources or support network, including, but not limited to, family, friends, or faith-based or other social network, needed to obtain other permanent housing.

2.8.4 A person who has a primary nighttime residence or living situation that is either directly associated with a substantiated report of abuse, neglect, or financial exploitation or that poses an imminent health and safety risk, and the person lacks the resources or support network needed to obtain other

- permanent housing.
- 2.8.5 A person who resides in a living situation which poses an imminent health or safety risk and the individual lacks the resources to obtain other permanent housing.
- 2.9 Homeless Management Information System (HMIS): The Orange County Homeless Management Information System (HMIS) tracks Client demographic and service information on homeless and at risk Clients served by participating Orange County service providers.
- 2.10 Housing First: This is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry. Supportive services are voluntarily offered to maximize housing stability and prevent an individual's return to homelessness as opposed to addressing predetermined treatment goals as eligibility for permanent housing referrals.
- 2.11 Housing Focused Case Management: Case management services focused on resolving homelessness or any crisis of housing as quickly as possible.
- 2.12 Individualized Housing Stabilization Plan: A plan designed to assist the Client to identify and achieve attainable housing focused goals. The Housing Stabilization Plan addresses barriers to obtaining and retaining housing by developing goals, actions steps and targeted completion dates.
- 2.13 Service Plan: A documented outline that is based on an assessment of the Client's needs and defines the Client's individual goals, action steps, and time frames for meeting their desired goals.
- 2.14 Motivational Interviewing: A collaborative, goal-oriented style of communication encouraging motivation to change in Clients that are currently either unwilling or ambivalent to change and can be deployed even with limited time resources. It is designed to strengthen personal motivation for and commitment to a specific goal by eliciting and exploring the person's own reasons for change within an

atmosphere of acceptance and compassion.

- 2.15 **Multi-Disciplinary Team (MDT):** A team of individuals with diverse training and expertise that meet to review case elements to support housing stabilization for Clients. MDT members may consist of the following: APS staff including Social Workers, Supervisors, and Case Managers; CONTRACTOR's staff, Case Managers, Behavioral Health Services staff, Continuum of Care representatives, Public Health Nurses, legal aid, community partners and any other relevant individuals.
- 2.16 **Olmstead Principle:** A guiding legal principle that states are required to provide community-based services for people with disabilities who would otherwise be entitled to institutional services when a) such placement is appropriate, b) the affected person does not oppose such treatment, and c) the placement can be reasonably accommodated, taking into account resources available and the needs of other individuals with disabilities.
- 2.17 **Permanent Housing:** Community-based housing without a designated length of stay in which formerly homeless individuals live as independently as possible. A Client must be the tenant on a lease (or sublease) that is renewable and is terminable only for cause. Permanent housing can also include health care placement with intensive supportive services, Adult Residential Facilities (ARFs), Residential Care Facilities for the Elderly (RCFEs), and Skilled Nursing Facilities (SNFs).
- 2.18 **Progressive Engagement:** An approach to helping Clients end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. Assistance is provided on an "as-needed basis" to keep a participant housed and, within funding constraints, programs offer more intensive support, additional rental assistance, or step-up referrals and help to access community-based assistance.
- 2.19 **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.

2.20 Supportive Housing: Housing with no limit on length of stay, that is occupied by the population to be served 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 and, when possible, work in the community.

2.21 Trauma Informed Principle: Trauma informed care 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 promoting 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. WORKLOAD STANDARD

3.1 CONTRACTOR shall provide financial assistance, housing counseling and case management to a minimum of one hundred twenty (120) new Clients per Fiscal Year.

3.2 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.

4. PROGRAM GOAL

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

4.1 A minimum of seventy percent (70%) of Clients served in the Home Safe program will be successfully stabilized in Permanent Housing.

5. OUTCOME OBJECTIVES

CONTRACTOR shall meet the following outcome objectives during each fiscal year of this contract:

5.1 One hundred percent (100%) of Home Safe referrals shall be assigned to a worker within ten (10) business days from the date of receipt.

5.2 A minimum of ninety percent (90%) of Clients who complete an intake meeting

shall be provided a disposition (e.g., acceptance or rejection) within three (3) business days.

- 5.3 A minimum of eighty percent (80%) of all referrals accepted will receive Home Safe services.

6. HOURS OF OPERATION

6.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

6.2 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 6.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 20, and shall not be reimbursed.

7. GENERAL REQUIREMENTS

7.1 Utilize evidence-based models and approaches, such as RRH, Housing First, Progressive Engagement, Housing Focused Case Management, Client-Centered Practice and Motivational Interviewing, Critical Time Intervention, Harm Reduction and Trauma Informed Principles, to assist Clients in quickly obtaining permanent housing.

7.2 Adopt a racial equity lens and framework to address racial disproportionality for people of color who are disproportionately impacted by homelessness and to ensure

an equitable provision of services.

- 7.3 Provide services in a manner sensitive to literacy, language, and sociocultural issues that may impact Clients, and in a manner that addresses barriers to obtaining housing.
- 7.4 Ensure staff directly serving Client(s) and first line supervisors are thoroughly familiar with COUNTY policies and related instructions as it pertains to Home Safe services.
- 7.5 Comply, utilize, and transcribe client-level data to HMIS.
- 7.6 Provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to Clients served and services provided.
- 7.7 Consult with ADMINISTRATOR prior to termination of Home Safe services.

8. REFERRALS

CONTRACTOR shall:

- 8.1 Accept and evaluate the appropriateness and availability of Home Safe services to all prospective Clients referred by APS regardless of the number of Home Safe referrals pending or already received.
 - 8.1.1 Verify receipt of Home Safe referrals sent by APS within three (3) business days.
 - 8.1.2 Home Safe referrals will be reviewed, assessed, and assigned to a designated staff by CONTRACTOR within ten (10) business days of receipt Assessment.
 - 8.1.3 CONTRACTOR will notify APS in writing of the assignment on the day of assignment.
- 8.2 If prioritization of Home Safe referrals is needed, priority will be given in accordance with the approved County Prioritization Plan provided by ADMINISTRATOR.
- 8.3 After case assignment, CONTRACTOR shall contact Client(s), in accordance with State and County public safety guidelines, within three (3) business days utilizing

Client(s) preferred communication (phone call, email, text, and/or in person).

8.3.1 CONTRACTOR shall make a minimum of three (3) contact attempts (e.g., phone call, email, and/or in person) within three (3) business days of receiving a referral from the ADMINISTRATOR.

8.3.2 If CONTRACTOR is unable to contact Client(s), CONTRACTOR shall contact the assigned APS Social Worker to verify Client's contact information and preferred method of communication.

8.3.3 CONTRACTOR shall contact and work with ADMINISTRATOR to determine if the case needs to be closed due to the inability of contact.

8.4 Schedule a face-to-face or virtual intake meeting with Client(s) within five (5) business days from the date referral contact is made with the Client(s).

8.5 Provide a disposition (e.g., acceptance or declination) in writing to ADMINISTRATOR based on criteria established by COUNTY within three (3) business days from the intake meeting.

9. ASSESSMENT

CONTRACTOR shall:

9.1 Use appropriate housing assessment tools for each Client at risk of homelessness and for Clients experiencing homelessness to assess their housing needs.

9.2 Complete a housing risk assessment with the Client to identify steps to secure housing and/or reduce housing insecurity.

9.2.1 If the housing risk assessment or other facts reveal the Client is not eligible for Home Safe, CONTRACTOR shall take reasonable steps to connect the Client to other available resources in the community.

9.2.2 CONTRACTOR will be responsible for communicating any and all dispositions of Home Safe referrals in writing to the ADMINISTRATOR including when Clients refuse or are ineligible for services or services are no longer needed.

9.3 Evaluate Client's housing needs and barriers to obtaining and maintaining housing. Key indicators for housing support will include:

9.3.1 Employment history and ability to obtain employment income.

- 9.3.2 History of housing evictions.
- 9.3.3 Family, friend, community, and other support resources.
- 9.3.4 Credit history.
- 9.3.5 Income to debt ratio.
- 9.3.6 Criminal history.
- 9.3.7 Number of homeless episodes.
- 9.3.8 Mental health condition.
- 9.3.9 Disabilities.

10. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services to Client(s) until housing stability is reached or a connection to a longer-term permanent housing is made which may require short, medium, or long term supports depending on Client's individual needs:

10.1 Intensive Case Management

Client participation in CONTRACTOR case management is voluntary and Clients should not be penalized, sanctioned, or disenrolled from services due to failure to attend appointments or their inability to meet with CONTRACTOR.

- 10.1.1 Provide case management services consistent with Housing First principles that includes motivational interviewing, with the goal of achieving housing stability.
- 10.1.2 Coordinate all components of Client's housing service plan.
- 10.1.3 Assist Client in identifying and selecting permanent housing options based on their unique needs, preferences, and financial resources.
- 10.1.4 Assist Client in resolving issues that may impede access to housing such as credit history, legal issues, multiple evictions, and rental and utility in arrears.
- 10.1.5 Assist Client in applying for public assistance and benefits to support housing stability, including assistance in accessing rent relief programs such as the emergency Rental Assistance Program and the Housing and Disability Advocacy Program.
- 10.1.6 Work with the Client, their family, and the community to identify any and all available supports relating to housing stability.

- 10.1.7 Coordinate with APS staff to minimize duplication of services.
- 10.1.8 Provide follow-up case management at six (6) and twelve (12) months from the date when the client exits the Home Safe Program.
 - 10.1.8.1 CONTRACTOR shall make a minimum of three (3) attempts at each interval.
 - 10.1.8.2 Follow-ups may consist of HMIS data reports, phone calls and/or emails or in combination of those listed.
 - 10.1.8.3 If CONTRACTOR is unable to contact Client(s), CONTRACTOR shall inform ADMINISTRATOR in writing and work with ADMINISTRATOR to determine further contact.

10.2 Housing Stabilization

- 10.2.1 Provide housing stabilization services that are safe, sustainable, promote community integration, and allows Client to age in place in the least restrictive setting consistent with Olmstead principles.
- 10.2.2 Provide housing stabilization services to Client based on their own unique needs.
- 10.2.3 Provide assistance to Client at risk of becoming homeless to stabilize their current housing situation and avoid homelessness.
- 10.2.4 Provide housing stabilization services including, but not limited to, the following:
 - 10.2.4.1 Linkages to legal aid services, housing authorities, food pantries, and meal delivery services.
 - 10.2.4.2 Eviction prevention, rental applications, tenant advocacy, and ongoing landlord engagement.
 - 10.2.4.3 Tenant education.
 - 10.2.4.4 Credit repair.
 - 10.2.4.5 Cleaning services including deep cleaning and hoarding assistance.
 - 10.2.4.6 Home repairs and modifications to ensure Clients are able to safely remain in their homes.
 - 10.2.4.7 Assistance in accessing physical and behavioral health services

to support housing stability.

10.2.4.8 Transportation assistance (e.g., Vouchers, bus passes, etc.) to landlord meetings and other services as needed to stabilize Client's housing.

10.2.5 Collaborate with APS staff to identify housing solutions and stabilization services.

10.2.6 Monitor Clients' housing stability and be available to resolve issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors, while also helping Clients develop and employ skills they will use to retain housing once they exit services.

10.2.7 Refer Clients to, and work in close coordination with, long term housing supports, as needed, through the local CoC to promote housing stability.

10.3 Housing Navigation

10.3.1 Develop an understanding of the County's housing market.

10.3.2 Develop strong business relationships in the private housing market (real estate owners, developers, brokers, and property managers) and the supportive housing community.

10.3.3 Develop and maintain a list of potential housing opportunities to assist Clients with effective housing searches.

10.3.4 Develop relationships with new landlords and/or property managers, as well as leverage existing relationships with local landlords and property management companies, to increase awareness of available housing placements for Clients.

10.3.5 Actively recruit and retain landlords and housing managers willing to rent to Clients who may otherwise fail typical tenant criteria.

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

10.3.7 Employ staff to manage landlord recruitment and engagement and serve as a liaison between tenants and landlords to help manage the challenges

- and barriers to locating affordable housing for homeless Clients.
- 10.3.8 Ensure that habitability and safety standards are assessed (including lead-based paint assessments) before Clients are placed in housing units.
 - 10.3.9 Assist Clients in navigating housing search and placement process, including accompanying Clients to housing appointments and facility tours and arranging for transportation when needed.
 - 10.3.10 Coordinate with local housing authorities and advocate for availability of affordable housing vouchers for Clients.
 - 10.3.11 Assist Clients in negotiating manageable and appropriate lease agreements with landlords.
 - 10.3.12 Assist Clients in securing transitional housing, such as emergency shelter placement or hotel/motel vouchers or payment, while searching for permanent housing.
- 10.4 Housing Direct Financial Assistance
- Financial assistance shall be provided to address barriers and needs related to reducing or alleviating housing insecurity.
- 10.4.1 Develop and implement a process to pay for housing-related needs for Clients, with payments being issued within forty-eight (48) hours.
 - 10.4.1.1 Payments shall be issued directly to vendors, with no direct payments being issued to Client.
 - 10.4.2 Collect documentation, such as invoices or receipts, from vendors/service providers as confirmation of direct financial assistance provided and in order to provide COUNTY with this data when requested.
 - 10.4.3 Maximize direct financial assistance as quickly as possible to ensure Clients are provided housing or prevented from becoming at risk of homelessness.
 - 10.4.4 Provide short-term financial assistance for full or partial rent, mortgage or utilities, either current or in arrears, to avoid Client loss of housing and/or utility services.
 - 10.4.5 Provide hotel/motel vouchers for temporary housing assistance to prevent the risk of homelessness.

10.4.5.1 Length of stay shall not exceed twenty-nine (29) days.

10.4.5.2 CONTRACTOR shall obtain written approval from ADMINISTRATOR, at minimum, one (1) week prior to the allocated time for any extensions of stay.

10.4.6 Provide financial assistance to cover application fees, move-in costs, security deposits, and the rental and/or utility assistance necessary to allow Client to move into Permanent Housing.

10.4.7 Ensure rental and move-in assistance is flexible and tailored to the changing needs of Client.

10.5 Connections to Longer-Term Support

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

10.5.2 Refer Client who needs longer-term support to promote housing stability to the CES.

11. COMPLAINTS

11.1 CONTRACTOR shall develop, operate and maintain procedures for receiving, investigating, and responding to complaints.

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

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

11.4 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by COUNTY, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint. CONTRACTOR shall provide a summary of all complaints as prescribed and on a format approved by ADMINISTRATOR. Complaints include,

but are not limited to, complaints from Clients, other contract service providers, community organizations, and the public.

12. FACILITIES

Administrative services under this Contract shall be provided at:

Mercy House Living Centers
203 N. Golden Circle
Santa Ana, CA 92705

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

13. REPORTING REQUIREMENTS

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:

- 13.1 Total number of Home Safe referrals received from SSA and outcomes.
- 13.2 Caseload movement: total number of active cases, total number of cases discontinued, case status, and duration of services at end of the month.
- 13.3 Financial assistance expenditures.
- 13.4 Total number of housing services provided, such as, but not limited to:
 - 13.4.1 Case management
 - 13.4.2 Landlord engagement
 - 13.4.3 Housing search and placement
 - 13.4.4 Legal service
 - 13.4.5 Credit repair
 - 13.4.6 Temporary Shelter Assistance
 - 13.4.7 Client(s) newly entered into HMIS

- 13.5 Status of Outcome Objectives stated in Paragraph 5 above.
- 13.6 Develop and maintain a secure method for tracking Client's case notes, Client's and collateral contacts, outcomes, and demographic data.
- 13.7 Collect and enter Client's data into HMIS in accordance with the HMIS Policy and Procedure Manual set forth by Orange County CoC and available online at <http://ochmis.org/wp-content/uploads/2018/08/2018-HMIS-Policies-and-Procedures-7-5-18-2.pdf>.
- 13.8 Housing status at six (6) and twelve (12) months after termination of services when applicable.
14. MEETINGS
- 14.1 Participate in meetings to address service delivery issues on a monthly basis or as requested by ADMINISTRATOR. ADMINISTRATOR has the discretion to modify the frequency of meetings.
- 14.2 Attend MDT meetings to engage community partners in addressing Client(s) identified needs.
- 14.3 Advisory Board Meeting
ADMINISTRATOR and APS representative(s) shall meet monthly with CONTRACTOR to provide consultation and assistance in monitoring, and determining the programmatic services provided under this Contract. The assigned social worker of the particular case(s) to be discussed during the meeting shall be notified by CONTRACTOR and given an opportunity to participate.
- 14.4 Attend other meetings as requested by ADMINISTRATOR.
15. UTILIZATION REVIEW
- 15.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of Client case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Client cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed

cases.

15.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 15 of Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

15.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's APS 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 Deputy Division Director of Adult Services and then to COUNTY's Division Director of Family Self-Sufficiency & Adult Services for final resolution. Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 43 of this Contract.

16. BUDGET

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

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

STAFFING AND BENEFITS:

<u>DIRECT SERVICES POSITIONS⁽¹⁾</u>	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
Housing Solutions Supervisor	D	26.00	3.00	
Housing Solutions Case Manager	D	23.00	8.00	
Housing Solutions Case Manager Bilingual	D	23.00	2.00	
Leasing Agent	D	23.00	4.00	
Housing Solutions Administrative Manager	D	28.00	0.15	
Housing Solutions Regional Director	D	36.06	0.20	
Housing Solutions Program Manager	D	29.00	0.30	
Subtotal Direct Service Salaries				\$873,832
<u>ADMINISTRATIVE POSITIONS⁽¹⁾</u>				
Housing Solutions Director	A	38.46	0.10	

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	
Accounting Specialist	A	27.00	0.50	
IT Specialist	A	22.00	0.20	
Data Specialist	A	21.00	0.20	
Human Resource Manager	A	33.00	0.20	
Human Resource Specialist	A	22.00	0.20	
Subtotal Administrative Salaries				\$109,910
TOTAL STAFFING SALARIES				\$983,742
EMPLOYEE BENEFITS⁽⁴⁾ (28%)				<u>\$275,448</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$1,259,190
TOTAL SERVICES AND SUPPLIES⁽⁵⁾				\$30,275
TOTAL OPERATING EXPENSES⁽⁶⁾⁽⁷⁾				\$83,181
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$1,372,645
TOTAL DIRECT FINANCIAL ASSISTANCE⁽⁸⁾				\$1,706,354
TOTAL ANNUAL BUDGET⁽⁹⁾				\$3,079,000

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

STAFFING AND BENEFITS:

<u>DIRECT SERVICES POSITIONS⁽¹⁾</u>	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
Housing Solutions Supervisor	D	26.78	3.00	
Housing Solutions Case Manager	D	23.69	8.00	
Housing Solutions Case Manager Bilingual	D	23.69	2.00	
Leasing Agent	D	23.69	4.00	
Housing Solutions Administrative Manager	D	28.84	0.15	
Housing Solutions Regional Director	D	37.14	0.20	
Housing Solutions Program Manager	D	29.87	0.30	
Subtotal Direct Service Salaries				\$900,047

ADMINISTRATIVE POSITIONS⁽¹⁾

Housing Solutions Director	A	39.62	0.10	
Chief Executive Officer	A	111.42	0.03	
Chief Operations Officer	A	74.28	0.03	
Accounting Manager	A	42.09	0.10	
Accounting Supervisor	A	32.96	0.20	
Accounting Specialist	A	27.81	0.50	
IT Specialist	A	22.66	0.20	
Data Specialist	A	21.63	0.20	
Human Resource Manager	A	33.99	0.20	
Human Resource Specialist	A	22.66	0.20	
Subtotal Administrative Salaries				\$113,208
TOTAL STAFFING SALARIES				\$1,013,255
EMPLOYEE BENEFITS⁽⁴⁾ (28%)				<u>\$283,711</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$1,296,966
TOTAL SERVICES AND SUPPLIES⁽⁵⁾				\$31,183
TOTAL OPERATING EXPENSES⁽⁶⁾⁽⁷⁾				\$85,676
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$1,413,825
TOTAL DIRECT FINANCIAL ASSISTANCE⁽⁸⁾				\$1,665,175
TOTAL ANNUAL BUDGET⁽⁹⁾				\$3,079,000

- (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. Administration costs shall be held to no more than twenty percent (20%) of the annual budget.

- (2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (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.
- (4) Employee Benefits include Medical Insurance, Workers Compensation Insurance, 401(k) Contributions, payroll taxes, and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed twenty-eight percent (28%) of the actual salary expense claimed.
- (5) Services and supplies shall include costs related to independent audit, translation services, office supplies, and program supplies.
- (6) Operating expenses shall include costs related to equipment, utilities, telephone, mileage, insurance, human resources related expenses (recruitment and retention), equipment lease/rental, and facility lease/rental, mortgages, and property tax, as applicable.
- (7) Mileage is limited to the amount allowed by IRS.
- (8) Budget shall reflect a minimum of seventy percent (70%) for direct services which includes direct financial assistance. Direct financial assistance shall include costs associated with rental assistance or mortgage payments (including shallow subsidies and enriched services funding to residential adult and senior care facilities), rental backpay and arrearages, application fees, security and utility deposits, utility assistance, first and last months' rent, housing rehabilitation and modification costs, interim shelter assistance (including hotel/motel), move-in costs, provision of basic housing items and resources, furniture, transportation vouchers/costs related to housing needs, landlord incentives, etc.

- (9) The annual budgets are estimated and subject to modification per Subparagraph 16.3 of this Attachment A, providing that such modifications do not change the COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract.
- 16.2 Expenses for extra pay, including but not limited to, routine overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR. During unforeseen circumstances, overtime must be approved in writing by ADMINISTRATOR no more than three (3) business days after the event. Approval of overtime is at the sole discretion of ADMINISTRATOR.
- 16.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions, and/or estimated annual budgets without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 16.4 In the event the budget shown in Subparagraph 16.1 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2023, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing.

17. STAFFING REQUIREMENTS

- 17.1 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. If Client contact is required to obtain the required documentation or provide services, CONTRACTOR shall provide translation services for languages needed so that all Clients are provided services in their primary language.
- 17.2 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 diversity of cultures which can be found among the Client population identified in the Attachments. CONTRACTOR shall employ staff with the background, training, and experience to provide Home Safe services.
- 17.3 CONTRACTOR shall provide, at a minimum, the following described staff positions:
- 17.3.1 Housing Solutions Supervisor
- Duties
- 17.3.1.1 Supports and motivates Housing Solutions Case Managers and maintains a small caseload.
- 17.3.1.2 Train and direct new Case Managers, assisting with the day-to-day questions relating to the completion of their job assignments.
- 17.3.1.3 Responsible for the ongoing needs assessment, personal housing stability and service plans, implementation, support, information, referral, and advocacy for individuals who are in Mercy House Housing Solutions Program.
- 17.3.1.4 Oversee quality control of case files to ensure accurate, up-to-date documentation on all Clients, including but not limited to, stabilization plans, case notes, etc.
- 17.3.1.5 Coordinate staff trainings and orientations when needed.
- 17.3.1.6 Meet with identified staff individually and meet with the team monthly at a minimum.
- 17.3.1.7 Approve Absence from Work requests, time keeping

submissions for staff, and monthly mileage claims, ensuring accuracy and punctuality.

Qualifications

17.3.1.8 Bachelor's degree from an accredited college or university in human services or related field; or

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

17.3.2 Housing Solutions Case Manager

Duties

17.3.2.1 Provide comprehensive case management services, including initial needs assessment, benefit assessment, housing objectives, tenant education, tenant advocacy, and referrals to resources.

17.3.2.2 Develop, with recipient Clients, an individual case management plan that includes financial planning and housing goals.

17.3.2.3 Assess and develop a 30-Day Permanent Housing Plan and an Individualized Housing Stabilization Plan.

17.3.2.4 Track progress towards Clients' goals through case files with charts, monthly progress notes, and outcome evaluation.

17.3.2.5 Assist Clients in searching for housing leads and facilitate relationships between Clients and landlords.

17.3.2.6 Visit and inspect Clients' apartments to ensure they are properly maintained.

17.3.2.7 Participate in CES and follow CES policies and procedures to request Client matches, submit updates, and attend Client match meetings.

17.3.2.8 Make appropriate community resources referrals for Clients.

Qualifications

17.3.2.9 Bachelor's degree from an accredited college or university in a human services-related field; or

17.3.2.10 A minimum of two (2) years of experience working in a case management role.

17.3.2.11 Ability to communicate effectively.

17.3.3 Housing Solutions Case Manager – Bilingual

Duties

17.3.3.1 Provide comprehensive case management services including initial needs assessment, benefit assessment, housing objectives, tenant education, tenant advocacy, and referrals to resources.

17.3.3.2 Develop with recipient Clients, an individual case management plan that includes financial planning and housing goals.

17.3.3.3 Assess and develop a 30-Day Permanent Housing Plan and an Individualized Housing Stabilization Plan.

17.3.3.4 Track progress towards Families’ goals through case files with charts, monthly progress notes, and outcome evaluation.

17.3.3.5 Assist Families in searching for housing leads and facilitate relationships between Clients and landlords.

17.3.3.6 Visit and inspect Clients’ apartments to ensure they are properly maintained.

17.3.3.7 Participate in CES and follow CES policies and procedures to request Client matches, submit updates, and attend Client match meetings.

17.3.3.8 Make appropriate community resources referrals for Clients.

Qualifications

17.3.3.9 Bachelor’s degree from an accredited college or university in a human services-related field; or

17.3.3.10 A minimum of two (2) years of experience working in a case management role.

17.3.3.11 Ability to communicate effectively.

17.3.3.12 Fluent in Spanish is required.

17.3.4 Leasing Agent

Duties

- 17.3.4.1 Provide housing search and placement services.
- 17.3.4.2 Serve as an on-going liaison between tenants and landlords.
- 17.3.4.3 Maintain an understanding of Fair Housing Laws and keep abreast of legal issues and regulations.
- 17.3.4.4 Develop an understanding of the County's housing market and strong business relationships in the private and non-profit sectors (e.g., landlords, property managers, real estate owners/brokers, and developers).
- 17.3.4.5 Assemble marketing packets to local landlords and property managers. Maintain a list of potential housing opportunities for homeless and/or at risk of homelessness Clients.
- 17.3.4.6 Conduct housing inspections (i.e., initial and bi-annual) and implement rent reasonability standards processes.
- 17.3.4.7 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 Clients when necessary.
- 17.3.4.8 Assist at-risk households with maintaining their housing or relocating to more suitable housing.
- 17.3.4.9 Maintain effective relationships with landlords and/or property managers by resolving tenancy conflicts and providing necessary emergency support.

Qualifications

- 17.3.4.10 Proficient in Microsoft Office programs is required.
- 17.3.4.11 A minimum of two (2) years of experience working with homeless population and/or similar population.
- 17.3.4.12 Leasing license or certificate preferred.
- 17.3.4.13 Fluency in Spanish is preferred.
- 17.3.4.14 Be available to work a flexible schedule including morning and evening shifts and some weekends.

17.3.5 Data Specialist

Duties

17.3.5.1 Data collection and entry into the Homeless Management Information System (HMIS).

17.3.5.2 Entry of documents, case notes, and services into HMIS for assigned programs.

17.3.5.3 Adherence to Data Quality Standards established by the agency.

Qualifications

17.3.5.4 Strong analytical and problem-solving skills.

17.3.5.5 Proficiency in software related to job responsibilities.

17.3.5.6 Excellent attention to detail and adaptability to changing processes required.

17.3.6 Housing Solutions Director

Duties

17.3.6.1 Supports program teams in service delivery.

17.3.6.2 Ensure ongoing professional development of program staff.

17.3.6.3 Assists with high acuity client needs.

17.3.6.4 Ensure teams are practicing trauma informed and client focused strategies.

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

Qualifications

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

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

17.3.6.8 Fluency in Spanish is preferred.

17.3.7 Housing Solutions Regional Director

Duties

17.3.7.1 Oversee identified programs and facilities to ensure effective services and distribution of duties.

17.3.7.2 Oversee regular monitoring of files, data, and compliance with program requirements.

17.3.7.3 Assist with client conflict resolution when necessary.

17.3.7.4 Develop new partnerships with other agencies to enhance current services.

17.3.7.5 Oversee implementation of new services.

17.3.7.6 Manage identified staff facilitating optimal performance.

Qualifications

17.3.7.7 Bachelor's degree from an accredited college or university in human services or related field with a minimum of two (2) years of experience working with diverse populations, preferably in mental health; or

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

17.3.7.9 A minimum of two (2) years of experience in a management role.

17.3.7.10 Fluency in Spanish is preferred.

17.3.8 Housing Solutions Program Manager

Duties

17.3.8.1 Provide oversight and leadership to the Housing Solutions staff.

17.3.8.2 Ensures the quality control of all housing programs in the assigned region.

17.3.8.3 Provide program oversight which includes hiring, training, and assigning staff, monitoring performance toward spending and service goals, providing input and direction in managing high needs Client cases.

17.3.8.4 Provide community relations by providing presentations and community education.

17.3.8.5 Perform crisis interventions as needed.

Qualifications

17.3.8.6 Bachelor's degree or higher in human services or from an accredited college or university or four (4) years of experience working with diverse populations, preferably in mental health; or

17.3.8.7 A minimum of two (2) years of supervisory experience in social work or a related field and working with disadvantaged populations.

17.3.8.8 Bilingual is preferred.

17.3.9 Housing Solutions Administrative Manager

Duties

17.3.9.1 Oversee all housing intervention program budgets, expenditures, and outcomes.

17.3.9.2 Manage Housing intervention checking account, which includes issuing checks, tracking the check register, and submitting check backups.

17.3.9.3 Record expenditures and spend down of grants in accordance to grant contract dates.

17.3.9.4 Place Client supplies/needs orders, such as; furniture, beds, food, bus passes, etc.

17.3.9.5 Support implementation of new projects.

17.3.9.6 Serve as a liaison between Accounting and Housing Solutions Director and Managers.

Qualifications

17.3.9.7 Ability to communicate effectively and respectfully.

17.3.9.8 Reliable, attentive to detail, able to meet deadlines, able to work independently, able to multi-task and able to use sound judgment.

17.3.9.9 Detail-oriented and computer proficient in Microsoft Word and Excel required.

17.3.9.10 Identifies and resolves problems in a timely manner.

17.3.9.11 Gathers and analyzes information skillfully.

17.3.10 Chief Executive Officer

Duties

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

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

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

17.3.10.4 Develop and oversee all service programs with Chief Operations Officer.

17.3.10.5 Serve as communication liaison between Board and staff.

Qualifications

17.3.10.6 Bachelor's degree from an accredited college or university.

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

17.3.10.8 Understanding of finance-related performance standards.

17.3.10.9 Knowledge of corporate and regulatory best practices.

17.3.11 Chief Operations Officer

Duties

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

17.3.11.2 Manages the overall strategy, purpose, and vision of the human

resource department.

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

17.3.11.4 Collaborate with the Executive team to develop and implement plans for the operational infrastructure of systems, processes, and personnel.

17.3.11.5 Guide company workflow strategy and organize all essential business processes.

17.3.11.6 Review the efficiency of current business functions.

17.3.11.7 Plan change and update day-to-day operations.

17.3.11.8 Collaborate with other executive staff to set and meet business objectives.

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

17.3.11.10 Ensure the coordination, integration, and delivery of all programs, contracts, and related services, promoting collaborative relationships between program areas and ensuring that the expectations of funders, partners, clients, and other stakeholders are consistently met.

Qualifications

17.3.11.11 Bachelor's degree from an accredited college or university.

17.3.11.12 A minimum of three (3) years of executive experience, in depth knowledge of the industry and leadership qualities.

17.3.11.13 A minimum of three (3) years of experience overseeing department executives.

17.3.11.14 Excellent understanding of financial related performance standards.

17.3.11.15 Ability to develop and execute financial strategies.

17.3.11.16 Strategic thinking and analytical skills.

17.3.12 Accounting Manager

Duties

17.3.12.1 Organize and prepare agency's accounting information.

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

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

17.3.12.4 Supervises and participates in the preparation of various financial statements and reports.

17.3.12.5 Manage and supervises Accounting Supervisor.

Qualifications

17.3.12.6 Bachelor's Degree from an accredited college or university in business administration or related field, preferred.

17.3.12.7 Experience working with non-profit accounting concepts and ability to communicate effectively.

17.3.13 Accounting Supervisor

Duties

17.3.13.1 Supervises Accounts Receivable staff and reviews reports.

17.3.13.2 Supervises Accounting Specialist.

17.3.13.3 Assists in development and implementation of goals, policies, priorities, and procedures related to grant invoicing.

17.3.13.4 Reviews grant contract requirements and ensures compliance.

17.3.13.5 Supervises and participates in preparation of various grant invoices and reports.

17.3.13.6 Communicates with grantors on a regular basis.

17.3.13.7 Participates in monitoring procedures.

Qualifications

17.3.13.8 Bachelor's Degree from an accredited college or university in business administration or related field preferred.

17.3.13.9 Experience working with non-profit accounting concepts and ability to communicate effectively.

17.3.14 Accounting Specialist

Duties

17.3.14.1 Performs day-to-day processing of accounts payable transactions.

17.3.14.2 Prepares monthly, quarterly, and annual grant invoices.

17.3.14.3 Read and understand grant contracts.

17.3.14.4 Prepares and processes contract reimbursement requests.

Qualifications

17.3.14.5 High School Diploma or equivalent.

17.3.14.6 A minimum of two (2) years of accounts payable or bookkeeping work experience; or

17.3.14.7 Any satisfactory combination of experience and training which demonstrates the knowledge, skills, and abilities to perform tasks.

17.3.15 IT Specialist

Duties

17.3.15.1 Provide IT system support for the agency with a priority on ticketing and IT administrative office tasks.

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

Qualifications

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

17.3.15.4 Effective oral and written communication.

17.3.15.5 Ability to meet deadlines.

17.3.15.6 Ability to work co-operatively as part of a team and ability to work independently.

17.3.15.7 Basic understanding of general networking preferred.

17.3.15.8 Detail oriented with accurate data entry skills.

17.3.16 Human Resource Manager

Duties

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

17.3.16.2 Assures agency trains staff and meets and fulfills all mandated compliance.

17.3.16.3 Manage and Supervises Human Resource Specialist.

Qualifications

17.3.16.4 Strong interpersonal skills.

17.3.16.5 High level of reliability, responsibility, and attention to detail.

17.3.16.6 Effective with oral and written communication.

17.3.16.7 Ability to meet deadlines.

17.3.16.8 Ability to work co-operatively as part of a team and ability to work independently.

17.3.16.9 Some management experience preferred.

17.3.17 Human Resource Specialist

Duties

17.3.17.1 Supports Human Resource processes and assists with general administrative support.

17.3.17.2 Support in recruitment, employee relations, and maintains Human Resource records.

Qualifications

17.3.17.3 Strong interpersonal skills.

17.3.17.4 High level of reliability, responsibility and attention to detail.

17.3.17.5 Effective with oral and written communication.

17.3.17.6 Ability to meet deadlines.

17.3.17.7 Ability to work co-operatively as a part of a team and ability to work independently.

18. TRAINING

18.1 CONTRACTOR's staff shall attend APS training, conferences, and meetings as

required by ADMINISTRATOR.

18.2 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.

18.3 CONTRACTOR shall ensure that CONTRACTOR's staff receives trauma informed care, cultural awareness and responsiveness, and mandated reporter training.

18.4 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to ADMINISTRATOR, upon request.

19. QUALITY ASSURANCE/QUALITY CONTROL

19.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

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

19.3 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;

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

19.5 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.