

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this ~~Contract Agreement~~ shall commence on July 1, ~~2023~~2020, and terminate on June 30, ~~2025~~2023, unless earlier terminated pursuant to the provisions of Paragraph ~~43~~42 of this ~~Contract Agreement~~; 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, and accounting.

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2. ALTERATION OF TERMS

~~1.12.1~~ This ~~Contract Agreement~~, including any ~~Attachment(s) Exhibit~~ attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total ~~agreement Agreement~~ between the parties as to the subject matter of this ~~Contract Agreement~~. No addition to, or alteration of, the terms of this ~~Contract Agreement~~, whether written or verbal, are valid or binding unless made in the form of a written amendment to this ~~Contract Agreement~~ which is formally approved and executed by both parties.

~~1.22.2~~ -The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the ~~Contract Agreement~~.

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3. STATUS OF CONTRACTOR

~~1.33.1~~ -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 Agreement~~. 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.

~~1.43.2~~ 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

~~1.54.1~~ CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in ~~Attachment~~the Exhibit A to the ~~Contract Agreement~~ between County of Orange and Mercy House Living Centers, for the Provision of Home Safe~~Housing Support Program~~ Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this ~~Contract Agreement~~ with the number and type of staff described and as required for provision of services hereunder.

~~1.64.2~~ 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 Agreement~~, is not exceeded.

~~1.74.3~~ 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

~~1.85.1~~ CONTRACTOR warrants that it and its personnel, described in Paragraph ~~28~~27 of this ~~Contract Agreement~~, 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 Agreement~~, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this ~~Contract Agreement~~. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

~~1.95.2~~ In the performance of this ~~Contract Agreement~~, CONTRACTOR shall comply with all applicable provisions of the California ~~Welfare and Institutions Code (WIC)~~; Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 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.

~~5.1.1~~ ~~5.3~~ For federally funded ~~Contracts Agreements~~ 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.

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6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

~~1.106.1~~ Delegation and Assignment

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6.1.1 In the performance of this ~~Contract Agreement~~, 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 Agreement](#) requiring COUNTY approval.

- 6.1.2 COUNTY reserves the right to immediately terminate the [Contract Agreement](#) in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the [Contract Agreement](#).

~~1.11~~ 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 Agreement](#), and COUNTY agrees to an assignment of the [Contract Agreement](#), 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 Agreement](#) and complete them to the satisfaction of COUNTY.

7. ~~-~~ SUBCONTRACTS

- ~~1.12~~ 7.1 CONTRACTOR shall not subcontract for services under this [Contract Agreement](#) without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

~~1.12.1 Subcontracts of \$50,000 or less~~

~~1.12.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000)~~

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~~or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.~~

~~1.12.2 Subcontracts in excess of \$50,000~~

~~1.12.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.~~

~~1.12.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.~~

~~1.12.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such~~

~~records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.~~

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

~~1.13~~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 Agreement.

~~1.14~~8.2 Change in Form of Business Organization

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

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Contract Agreement.

1.158.3 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 Agreement. 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.

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9. NON-DISCRIMINATION

1.169.1 In the performance of this Contract Agreement, 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.

1.179.2 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 99 et seq.

1.189.3 Non-Discrimination in Employment

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9.1.19.3.1 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).

9.1.29.3.2 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.

~~9.1.3~~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)

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~~1.199.4~~9.4 Non-Discrimination in Service Delivery

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~~9.1.4~~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 \(CDSS\)](#) ~~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 ~~9.4.4~~ et seq.

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~~9.1.5~~[9.4.2](#) CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~1.19.1.1~~[9.4.2.1](#) Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

~~1.19.1.2~~[9.4.2.2](#) Discrimination Complaint Form

~~1.19.1.3~~[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 ~~8-16-15~~ 70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

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Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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

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

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

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

10. NOTICES

1.2010.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Contract Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency

Contracts and Procurement Services

500 N. State College Blvd, Suite 100

Orange, CA 92868

CONTRACTOR: Mercy House Living Centers

PO Box 1905

Santa Ana, CA 92702

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

10.2.1 ~~Deposited~~ ~~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;~~ ~~Any communications, including notices, requests, claims, correspondence, reports, and/or~~

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, ~~statements authorized~~ or ~~required by this Agreement~~ ~~addressed in~~ any other expedited delivery service.

10.3 ~~fashion shall be deemed not given.~~ 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.

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11. NOTICE OF DELAYS

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

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12. INDEMNIFICATION

~~1.2.1~~ 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 ~~Agreement~~. 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

~~1.22~~ 13.1 Prior to the provision of services under this ~~Contract~~Agreement, CONTRACTOR agrees to ~~carry~~purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this ~~Contract~~Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage ~~current and provide~~; Certificates of Insurance and endorsements ~~to the COUNTY on deposit with ADMINISTRATOR~~ during the entire term of this ~~Contract~~Agreement. ~~In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

~~1.23~~ 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this ~~Contract~~Agreement 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~~Agreement. 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~~Agreement for inspection by COUNTY representative(s) at any reasonable time.

~~1.24~~ 13.3 All self-insured retentions (~~SIR~~)'s ~~SIRs~~) shall be clearly stated on the Certificate of Insurance. Any ~~SIR~~self-insured retention (SIR) in an amount 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, ~~upon review of CONTRACTOR's current audited financial reports from~~ report. If CONTRACTOR's SIR is approved, CONTRACTOR,
If CONTRACTOR is self-insured, CONTRACTOR will indemnify
COUNTY for, ~~in addition to, and without limitation of,~~ any and all claims
resulting or arising from CONTRACTOR's services in accordance with the
~~other indemnity provision stated(s) in this contract. the Agreement, agrees to~~
~~all of the following:~~

- ~~13.1.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~
- ~~13.1.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and~~
- ~~13.1.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.~~

~~1.25~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract Agreement, COUNTY may terminate this Contract Agreement.

~~1.26~~13.5 Qualified Insurer

~~13.1.4~~13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). ~~It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).~~

~~1.27~~ If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the

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CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

~~13.5.2~~ ~~##~~

~~1.28~~ ~~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 <u>or scheduled</u> , non-owned and hired vehicles	\$1,000,000 <u>combined single limit each accident</u> per occurrence
Workers' Compensation	Statutory
Employers Employer's Liability Insurance	\$1,000,000 per <u>accident or disease</u> occurrence
Network Security & Privacy Liability	\$1,000,000 per claims--made
<u>Sexual Misconduct Liability</u>	<u>\$1,000,000 per occurrence</u>
<u>Employee Dishonesty (Client Coverage)</u>	<u>\$512,961</u>

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

~~1.29~~ ~~13.6~~ Required Coverage Forms

~~13.1.5~~ ~~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.

~~13.1.6~~ ~~13.6.2~~ Business Auto Liability coverage shall be written on ISO form CA

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00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

~~1.30~~13.7 Required Endorsements

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~~13.1.7~~13.7.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~1.30.1.1~~13.7.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, ~~agents and~~ employees, and agents as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~1.30.1.2~~13.7.1.2 A primary non-~~contributory~~contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County ~~of Orange~~ shall be excess and non-contributing.

13.7.1 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.

~~13.1.8~~13.7.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

~~1.30.1.3~~13.7.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, ~~agents and~~ employees, and agents as Additional Insureds for its vicarious liability.

~~1.30.1.4~~13.7.2.2 A primary and non-~~contributory~~contributing endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the

County ~~of Orange~~ shall be excess and non-contributing.

~~1.31 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.~~

~~1.32~~13.8 All insurance policies required by this ~~Contract Agreement~~ shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, ~~agents and~~ employees, and agents when acting within the scope of their appointment or employment.

13.1 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.

~~1.33~~13.2 CONTRACTOR shall ~~provide~~notify COUNTY in writing within 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 ~~for~~ 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~~contract, upon which the COUNTY may suspend or terminate this ~~Contract~~Agreement.

13.3 If CONTRACTOR's Professional Liability and/or~~Network Security & Privacy Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain~~ Network Security & Privacy Liability policy are a "Claims-Made" policy(ies). CONTRACTOR shall agree to the ~~coverage for two (2) years~~ following:

13.3.1 The retroactive date must be shown and must be before the date ~~completion~~ of the Contract or the beginning of the Contract services.

13.3.2 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.

~~1.34~~13.3.3 If coverage is canceled or non-renewed, and not replaced with

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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. ~~this Agreement.~~

~~1.35~~13.4 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).

~~1.36~~13.5 Insurance certificates should be ~~forwarded~~mailed to COUNTY at the address indicated in Paragraph ~~10~~10 of this ~~Contract~~Agreement.

~~1.37~~13.6 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.

~~1.38~~13.7 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~~Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~1.39~~13.8 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~~Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~1.40~~13.9 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~~Agreement, 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:

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~~1.41~~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 Agreement. 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.

~~1.42~~14.2 Any accident or incident relating to services performed under this Contract Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

~~1.43~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract Agreement.

~~1.44~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

~~1.45~~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 Agreement.

~~1.46~~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 agreement, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

~~1.47~~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 Agreement](#). 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.

~~14.8~~[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 Agreement](#) performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

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

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17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this [Contract Agreement](#) with any funds made available under this [Contract Agreement](#). 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 Agreement](#), either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds

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under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

18. EQUIPMENT

~~1.49~~18.1 All items purchased with funds provided under this ~~Contract~~Agreement, 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~~Agreement. Upon the termination of this ~~Contract~~Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

- 18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 18.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request ~~therefore~~.
- 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, 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~~Agreement, 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'

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interests as they appear.

~~1.50~~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 Agreement~~ which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this ~~Contract Agreement~~. 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.

~~1.51~~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 Agreement~~, 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~~18.1.1 to ~~18.1.4~~18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this ~~Contract Agreement~~.

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19. BREACH SANCTIONS

~~1.52~~19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this ~~Contract Agreement~~ shall be a material breach of this ~~Contract Agreement~~. 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 Agreement~~:

- 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.

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~~1.53~~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

~~1.54~~20.1 Maximum Contractual Funding Obligation

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The maximum funding obligation of COUNTY under this Contract Agreement shall be \$6,158,000 ~~not exceed the amount of \$4,866,870~~, or actual allowable costs, whichever is less.

~~20.1.1 The estimated annual amount for the term of each twelve (12) month period is as follows:~~

~~1.54.1.1 \$633,435 for July 1, 2023, 2020 through June 30, 2025, 2021;~~

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~~1.54.1.2 \$633,435 for July 1, 2021 through June 30, 2022; and~~

~~1.54.1.3 \$1,800,000 for July 1, 2022, through June 30, 2023.~~

~~20.1.2 The estimated annual amount for Adult Protective Services Clients is \$1,800,000 for the period of July 1, 2022, through June 30, 2023.~~

~~1.55~~20.2 Allowable Costs

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

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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.

~~1.56~~20.4 Claims

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~~20.1.3~~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.

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~~20.1.4~~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~~26 of this Contract Agreement.

~~20.1.5~~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.

~~1.56~~20.4.4 Year-End and Final Claims

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~~1.56.1.1~~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 Agreement~~, as stated in Paragraph ~~1.1~~, 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.

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~~1.56.1.2~~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 Agreement~~; 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 Agreement~~ shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this ~~Contract Agreement~~, 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

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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~~Agreement~~.

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1. REVENUE

1.1 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.

~~23.2.~~ PROGRAM INCOME

It is mutually understood that the State or federal agency responsible for providing the funding for this Contract~~Agreement~~ 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:

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~~1.572.1~~ 1.572.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program Income.

~~1.582.2~~ 1.582.2 Set up and maintain a separate bank account for any proposed Program Income and account for any and all such income received. ~~and~~

~~1.592.3~~ 1.592.3 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.

~~1.602.4~~ 1.602.4 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.

~~1-61~~2.5 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.

~~1-62~~2.6 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.

~~24.3.~~ FINAL REPORT

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

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~~25.4.~~ INDEPENDENT AUDIT

~~1-63~~4.1 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 Agreement~~ 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 Agreement~~, 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

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issuance of all audit reports with regard to audit exceptions.

~~1.64~~4.2 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 Agreement. 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 Agreement 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.

26.5. RECORDS, INSPECTIONS, AND AUDITS

~~1.65~~5.1 Financial Records

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~~26.1.15~~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 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

~~26.1.25~~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.

~~1.66~~5.2 Client Records

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~~26.1.35~~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 Agreement in a form acceptable to ADMINISTRATOR.

~~26.1.45~~2.2 CONTRACTOR shall keep all COUNTY data provided to

CONTRACTOR during the term(s) of this ~~Contract Agreement~~ for a minimum of five (5) years from the date of final payment under this ~~Contract Agreement~~, 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 Agreement~~, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 43.2 of this Contract. 42.2.

~~26.1.55.2.3~~ 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 Agreement~~.

~~1.67~~5.3 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 Agreement~~, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

~~1.68~~5.4 Inspections and Audits

~~26.1.65.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States,~~ Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this ~~Contract Agreement~~. 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

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Contract Agreement and the premises in which it is being performed.

~~26.1.75.4.2~~ 26.1.85.4.2 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.

~~26.1.85.4.3~~ 26.1.95.4.3 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.

~~26.1.95.4.4~~ 26.1.95.4.4 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 Agreement.

~~1.69~~5.5 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.

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~~27.6.~~ PERSONNEL DISCLOSURE

~~1.70~~6.1 This Paragraph ~~28~~27 applies to all of CONTRACTOR's personnel providing services through this Contract Agreement, paid and unpaid, including those identified in Paragraph ~~16~~15 of Attachment Exhibit A, ~~(hereinafter referred to as "Personnel")~~.

~~1.71~~6.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

~~27.1.16.2.1~~ 27.1.16.2.1 Names and dates of birth of all Personnel by title, whose direct

services are required to provide the programs described herein;

~~27.1.26.2.2~~ 26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

~~27.1.36.2.3~~ 36.2.3 The professional degree, if applicable, and experience required for each position; and

~~27.1.46.2.4~~ 46.2.4 The language skill, if applicable, for all Personnel.

~~1.72~~6.3 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~~Agreement~~.

~~1.73~~6.4 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~~Agreement~~: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov)~~(www.nsopw.gov)~~ and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

~~1.74~~6.5 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~~Agreement~~. 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~~Agreement~~.

~~1.75~~6.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs ~~28.4~~27.4 and ~~28.5~~27.5 are

completed prior to CONTRACTOR's Personnel providing services under this Contract Agreement.

1.766.7 In the event a record is revealed through the processes described above in Subparagraphs 28.427.4 and 28.527.5, -COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract Agreement.

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1.776.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract Agreement 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 Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract Agreement, for a minimum of five (5) years from the date of final payment under this Contract Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

1.786.9 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 Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract Agreement 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 Agreement, pursuant to Paragraph 19 above.

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1.796.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed

changes in CONTRACTOR's Personnel.

~~1.80~~6.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

~~1.81~~6.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract Agreement.

~~1.82~~6.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph ~~28.27~~ shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract Agreement.

~~28.7.~~ 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 Agreement 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 Agreement.

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~~29.8.~~ 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

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services under this ~~Contract Agreement~~ 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 Agreement~~ to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

~~30.9.~~ 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 ~~www.babysafe.ca.gov~~ for printing purposes. The information shall be posted in all reception areas where clients are served.

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~~31.10.~~ CONFIDENTIALITY

~~1.83~~10.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections ~~827 and~~ 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~1.84~~10.2 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 Agreement~~. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this ~~Contract Agreement~~ 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~~Agreement.

~~1.85~~10.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this ~~Contract~~Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

~~1.86~~10.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this ~~Contract~~Agreement.

~~1.87~~ CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~31.1.1~~ No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

~~31.1.2~~ CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

~~32.11.~~ SECURITY

~~1.88~~11.1 Security Requirements

~~32.1.1~~11.1.1 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~~Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this ~~Contract~~Agreement administrative, physical, and technical safeguards to reasonably protect private and

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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:

~~1.88.1.1~~ 11.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

~~1.88.1.2~~ 11.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

~~1.88.1.3~~ 11.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

~~1.88.1.4~~ 11.1.1.4 Firewall protection.

~~1.88.1.5~~ 11.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

~~1.88.1.6~~ 11.1.1.6 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 Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

~~1.89~~ 11.2 Security Breach Notification

~~32.1.2~~ 11.2.1 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

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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:

~~1.89.1.1~~ 11.2.1.1 Investigate to determine the nature and extent of the Security Breach.

~~1.89.1.2~~ 11.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

~~1.89.1.3~~ 11.2.1.3 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.

~~32.1.3~~ 11.2.2 The COUNTY, ~~at its~~ 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.

~~33.12.~~ COPYRIGHT ACCESS

The ~~U.S. Department of Health and Human Services, the~~ CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now

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and hereafter, all material developed under this ~~Contract~~Agreement, including those covered by copyright.

~~34.~~13. 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~~Agreement 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.

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~~35.~~14. SERVICES DURING EMERGENCY AND/OR DISASTER

~~1-90~~14.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this ~~Contract~~Agreement, 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.

~~1-91~~14.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested

by COUNTY.

~~1.92~~14.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. ~~With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions.~~ Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

~~36.15.~~ PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

~~1.93~~15.1 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.

~~1.94~~15.2 CONTRACTOR may develop and publish information related to this ~~Contract Agreement~~ where all of the following conditions are satisfied:

~~36.1.1~~15.2.1 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;

~~36.1.2~~15.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through ~~County, State, and Federal Government~~ funds;

~~36.1.3~~15.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

~~1.94.1.1~~15.2.3.1 Any commercial product or service; and

~~1.94.1.2~~15.2.3.2 Any product or service provided by

CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

~~36.1.4~~15.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this ~~Contract Agreement~~, 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 Agreement~~. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>. ~~http://www.ocgov.com/gov/ceo/cio/govpolicies~~.

~~37.16.~~ REPORTS

~~1.95~~16.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this ~~Contract Agreement~~.

~~1.96~~16.2 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 Agreement~~, 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.

~~38.17.~~ 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).

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~~39.18.~~ ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act (~~f~~Title 42 USC Section 7401 et seq.), ~~the~~ the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA,"

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regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

~~1.97~~18.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

~~1.98~~18.2 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

~~1.99~~18.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

~~40.19.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

~~1.100~~19.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. ~~Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.~~ 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 ~~sites~~ the text below in Subparagraphs 41.1.1 - 41.1.1.4, following:

~~40.1.1—The undersigned definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.~~

~~40.1.2~~19.1.1 ~~The offeror, by signing its offer, hereby~~ certifies to the best of his or her knowledge and belief ~~as of December 23, 1989, that:~~

~~1.100.1.1~~19.1.1.1 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~~any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her behalf~~ 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~~agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative ~~contract~~agreement;

~~1.100.1.2~~19.1.1.2 If any funds other than federal appropriated funds ~~(including profit or fee received under a covered federal transaction)~~ 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 ~~on his or her behalf~~ in connection with this Contract, grant, loan, or cooperative contract~~solicitation~~, the ~~undersigned~~offeror shall complete and submit Standard Form with its offer, OMB standard form-LLL~~“-Disclosure Form to Report of Lobbying,” in accordance with its instructions. Activities, to the Contracting Officer; and~~

~~1.100.1.3~~19.1.1.3 The undersigned shall require that ~~He or she will include~~ the language of this certification be included in the award documents for all subawards~~subcontract awards~~ at all tiers ~~(including subcontracts, subgrants, any tier and contracts under grants loans and cooperative contracts) and that subrecipients require that all recipients of subcontract awards in excess of \$100,000~~ shall certify and disclose accordingly.

~~40.1.3~~19.1.1.4 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 ~~and disclosure~~ is

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a prerequisite for making or entering into this ~~transaction~~Agreement imposed by Section 1352, Title 31 U.S. Code, ~~USC~~. Any person who ~~makes an expenditure prohibited under this provision or who~~ fails to file the required certification~~or amend the disclosure form to be filed or amended by this provision~~, shall be subject to a civil penalty of not less than \$10,000~~;~~ and not more than \$100,000~~;~~ for each such failure.

41.20. 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.

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42.21. TERMINATION PROVISIONS

~~1.101~~21.1 ADMINISTRATOR may terminate this ~~Contract~~Agreement 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~~Agreement 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~~Agreement shall relieve COUNTY of all further obligations under this Contract~~Agreement~~.

~~1.102~~21.2 For ninety (90) calendar days prior to the expiration date of this ~~Contract~~Agreement, or upon notice of termination of this ~~Contract~~Agreement ("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.

~~1-103~~21.3 In the event of termination of this Contract Agreement, 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 Agreement.

~~1-104~~21.4 The obligations of COUNTY under this Contract Agreement 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 Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract Agreement, reduce COUNTY's maximum funding obligation, or modify this Contract Agreement, 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.

~~1-105~~21.5 If any term, covenant, condition, or provision of this Contract Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

1. COOPERATIVE CONTRACT

1.1 This Contract is a cooperative contract and may be utilized by all County of Orange

departments.

1.2 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.

1.3 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.

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

43.2. GOVERNING LAW AND VENUE

This Contract Agreement 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 Agreement, the sole and exclusive venue shall be a court of competent

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jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

~~44.3.~~ SIGNATURE IN COUNTERPARTS

~~1-106~~3.1 The parties agree that separate copies of this ~~Contract Agreement~~ may be signed by each of the parties, and this ~~Contract Agreement~~ will have the same force and effect as if the original had been signed by all the parties.

~~1-107~~3.2 CONTRACTOR represents and warrants that the person executing this ~~Contract Agreement~~ 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 Agreement~~ and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

Contractor: ##

##

##

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

By: _____

~~LARRY HAYNES
EXECUTIVE DIRECTOR
MERCY HOUSE LIVING CENTERS~~

By: _____

~~CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA~~

Dated: _____

Dated: _____

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

~~ROBIN STIELER
Clerk of the Board
Orange County, California
Mercy House Living Centers~~

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Print Name Title

Signature Date

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

Deputized Designee Signature:

Print Name Deputy Purchasing Agent Title

Signature Date



APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Print Name Title

Signature Date

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ATTACHMENT

By: _____
DEPUTY

Dated: _____

~~EXHIBIT A~~
~~SCOPE TO~~
~~AGREEMENT~~
~~BETWEEN~~
~~COUNTY OF WORK ORANGE~~
~~AND~~
~~MERCY HOUSE LIVING CENTERS~~
FOR THE PROVISION OF
~~BRINGING FAMILIES 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 ~~child welfare involved Families and~~ 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 ~~Clients experiencing homelessness~~ 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 ~~referred by Social Services Agency (SSA).~~

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

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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.

~~1.108 Coordinated Entry System (CES): A project~~Children and Family Services (CFS): The division in SSA that provides services to protect children from abuse and neglect, and provides services to at-risk Families.

~~1.109 Child Family Team (CFT) meetings: A meeting of a group of individuals convened by SSA, who are engaged through a variety of team-based processes to identify the strengths and needs of the child/youth and his or her family to help achieve positive outcomes for safety, permanency, and well-being.~~

~~1.110 Continuum of Care (CoC): A community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency, which includes~~

~~action steps to end homelessness and prevent a return to homelessness.~~

~~1.111 Coordinated Entry (CE) Process: Coordination and management of resources for a crisis response system that allows users to make consistent decisions utilizing available information to efficiently and effectively connect people to housing and service interventions to end their homelessness. Through coordinated entry, a CoC ensures the highest need, most vulnerable households in the community are prioritized for housing and services first.~~

~~2.1 Family(ies): Families eligible to receive services from CFS pursuant to State regulations and County policies that~~ administers the continuum's centralized or coordinated process to coordinate assessment~~are referred by SSA and referral of individuals accepted by CONTRACTOR,~~ and families seeking housing or services, including the use of a comprehensive and standardized assessment tool.

2.2 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.

2.3 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.

2.4 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.

~~1.112~~2.5 Homeless and Imminent Risk of Homelessness: A Client described

by one (1) or more of ~~that meet~~ the following criteria:

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

~~2.1.1 The person has Receive child welfare services at the time eligibility is determined;~~

2.5.1.1 ~~Are currently homeless, at risk of homelessness, or in a~~ primary nighttime residence that is a supervised publicly or privately operated shelter, hotel, or motel, designed to provide temporary living accommodations.

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

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

~~2.1.2~~ 2.5.3 A person who has received a pay rent or quit notice or who will otherwise imminently lose their primary nighttime residence, which may include situation that cannot accommodate the child or multiple children in the home, including individuals who have not yet received an eviction notice, ~~if all of the following are true:~~

2.5.3.1 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.

2.5.3.2 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.

~~2.1.3 The~~ Voluntarily agree to participate in the program; and

~~2.1.4 Have either of the following:~~

~~1.112.1.1 Has been determined appropriate for reunification of a child to a biological parent or guardian by the county human services agency handling the case, the court with jurisdiction over the~~

child, or both.

~~1.112.1.2 A child in the family is at risk of foster care placement, and the county human services agency determines that safe and stable housing for the family will prevent the need for the child's removal from the parent or guardian.~~

~~1.113 Homeless: An individual or family described in one (1) or more of Subparagraphs 2.6.1 through 2.6.8.~~

~~2.1.5 An individual lacks the resources or support network or family who lacks a fixed, regular, and adequate nighttime residence.~~

~~2.1.6 An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.~~

~~2.1.7 An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels paid for by federal, state, or local government programs for low income individuals or by charitable organizations, congregate shelters, or transitional housing.~~

~~2.1.8 An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.~~

~~2.1.9 An individual or family who will imminently lose their housing, including, but not limited to, family, friends, or faith-based or other social network, housing they own, rent, or live in without paying rent, are sharing with others, or rooms in hotels or motels not paid for by federal, state, or local government programs for low income individuals or by charitable organizations, as evidenced by any of the following:~~

~~1.113.1.1 A court order resulting from an eviction action that notifies the individual or family that they must leave within fourteen (14) days.~~

~~1.113.1.2 The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than fourteen (14) days:~~

~~1.113.1.3 Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than fourteen (14) days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause.~~

~~2.1.10 An individual or family who has no subsequent residence identified.~~

~~2.1.11~~ 2.5.3.3 ~~An individual or family who lacks the resources or support networks needed to obtain other permanent housing.~~

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2.5.1 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.

2.5.2 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.

~~2.1.12 Unaccompanied youth and homeless families with children and youth defined as homeless under any other federal statute, as of the effective date of this program, who meet all of the following:~~

~~1.113.1.4 Have experienced a long term period without living independently in permanent housing.~~

~~1.113.1.5 Have experienced persistent instability as measured by frequent moves over that long term period.~~

~~1.113.1.6 Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of~~

~~domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.~~

~~2.1.13 Families at risk of homelessness including families that have not yet received an eviction notice as well as families where the living situation cannot accommodate a child or multiple children.~~

~~1.114~~2.6 Homeless Management Information System (HMIS): A local information technology system used to collect client level demographics and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. The Orange County HMIS;
The Orange County Homeless Management Information System (HMIS) tracks Client~~client~~ demographic and service information on homeless and at risk Clients~~clients~~ served by participating Orange County service providers.

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~~1.115~~2.7 Housing First: This is an A homeless assistance approach required by Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016) 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, such as sobriety, treatment, or service participation requirements.

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2.1 Housing Focused Case Management: Case management services focused on resolving homelessness or any crisis of housing as quickly as possible.

2.2 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.

2.3 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.

- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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).
- 2.8 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.

~~1.116 Permanent Housing: A place to live without a limit on the length of stay in the housing that exceeds the duration of funding for the program, subject to landlord-tenant laws pursuant to Chapter 2 (commencing with Section 1940) of Title 5 of Part 4 of Division 3 of the Civil Code.~~

~~1.117~~ 2.9 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.

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~~1.118~~ 2.10 Supportive Housing: -Housing with no limit on length of stay, that is occupied by the target 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 to live and, when possible, work in the community.

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3.1 REFERRALS

CONTRACTOR shall:

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2.1 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.

~~1.119 Accept, and evaluate the appropriateness and availability of Bringing Families Home (BFH) services for all prospective Families and APS Clients referred by SSA within the available funding, regardless of the number of referrals.~~

~~1.120 Verify receipt of referrals sent by SSA within ten (10) business days.~~

~~1.121 Assign referrals within three (3) business days from date of receipt.~~

~~1.122 Schedule a face-to-face intake meeting with referred:~~

~~3.1.1 Child welfare involved Families to assess Families' needs and eligibility~~

~~for services within thirty (30) business days from the date the referral received.~~

~~3.1.2 APS Clients within two (2) business days from the date the referral was received.~~

~~1.123 Provide a disposition (e.g. acceptance or rejection) within thirty (30) business days from the date the referral is received.~~

~~1.124 Discuss and obtain concurrence from ADMINISTRATOR prior to refusing BFH services to a prospective eligible Family.~~

~~4.3.~~ WORKLOAD STANDARD~~STANDARDS~~

~~1.125~~ CONTRACTOR shall provide financial assistance, housing counseling and case management to ~~a:~~

~~4.1.1~~ A minimum of one hundred twenty (120)~~fifty three (53)~~ new Clients~~families~~ per Fiscal Year ~~for the period of July 1, 2020, through June 30, 2022;~~

~~4.1.2~~ A minimum of ninety five (95) new child welfare involved Families for the period of July 1, 2022, through June 30, 2023; and

~~4.1.3.1~~ A minimum of seventy (70) new APS Clients for the period of July 1, 2022, through June 30, 2023.

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~~1.126~~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

~~5. SERVICE LOCATIONS~~

~~1.127~~ CONTRACTOR shall ~~provide BFH services in facilities and locations throughout Orange County, including, but not limited to, site(s) mutually agreed upon by CONTRACTOR and each Family.~~

~~1.128~~ Administrative services under this Agreement shall be provided at:

~~Mersey House~~

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~~203 N. Golden Circle~~

~~Santa Ana, CA meet 97205~~

~~1.129 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.~~

6. SERVICES

1.130 General Requirements:

CONTRACTOR shall:

~~6.1.1 Utilize a service delivery model that includes the following goal during each fiscal year four (4) phases:~~

~~1.130.1.1 Phase One Assessment and development of this Contract: a 30-Day Permanent Housing Plan.~~

~~1.130.1.2 A minimum Phase Two Development of seventy percent (70%) an Individualized Housing Stabilization Plan.~~

~~1.130.1.3 Phase Three Monitoring and strengthening of Clients served support networks and working with Families to develop long term goals for housing stability.~~

~~1.130.1.4 Phase Four Exit planning.~~

~~6.1.2 Provide housing search and placement services to assist Families in the Home Safe program securing decent and affordable housing.~~

~~6.1.3 Provide services in a manner sensitive to literacy, language, and socioeconomic issues that may impact Families, and in a manner that addresses barriers to obtaining housing.~~

~~6.1.4 Utilize RRH and Housing First principles to assist Families in quickly obtaining permanent housing and to provide wrap around support to Families to foster permanent housing retention.~~

~~6.1.5 Utilize Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT), Strengths Assessment, and Gap Analysis assessment tools to determine a Family's housing and service needs, including a plan to help Families meet their identified needs.~~

~~6.1.6 4.1 Establish connections to existing local CoC and CE resources to ensure that Families will be successfully stabilized in Permanent~~

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Housing, linked to appropriate local homeless support services and resources.

5. OUTCOME OBJECTIVES

- ~~6.1.7 — Collect required Family level data standards and ensure quality data entry to HMIS.~~
- ~~6.1.8 — Ensure CONTRACTOR's staff directly serving Families and first line supervisors are thoroughly familiar with the Orange County BFH Program service delivery model contained in the current Orange County BFH Program statement.~~
- ~~6.1.9 — Provide information deemed necessary by SSA to complete any State required reports related to services provided.~~

1.131 Housing Identification

CONTRACTOR shall:

- ~~6.1.10 — Develop an understanding of the County's housing market, and develop strong business relationships in the private housing market (real estate owners, developers, brokers, and property managers) and the supportive housing community.~~
- ~~6.1.11 — Utilize marketing tools and rental subsidies as incentives for engaging landlords to rent to Families with barriers to housing stability.~~
- ~~6.1.12 — Develop, maintain, and provide a list of potential housing opportunities for Families to assist with effective housing search.~~
- ~~6.1.13 — Develop relationships with new landlords and/or property managers, as well as leverage existing relationships with local landlords and property management companies to seek housing placements for Families.~~
- ~~6.1.14 — Maintain effective relationships with landlords and/or property managers by resolving conflicts and problems quickly and impartially.~~
- ~~6.1.15 — Provide landlords with direct access to a support phone line and a dedicated point person who can respond to landlords' concerns and promptly address issues that may jeopardize tenancy (e.g. hoarding, cleanliness, rental violations, etc.) when requested.~~ meet the following outcome objectives during each fiscal
- ~~6.1.16 — Oversee and/or perform housing and safety inspections. Ensure that~~

~~habitability and safety standards are assessed (including lead-based paint assessments) before Families are placed in housing units.~~

~~1.132 Rental and Move-In Assistance~~

~~CONTRACTOR shall:~~

~~6.1.17 Determine and provide financial assistance services based on an as needed basis for each Family that may include Short Term (up to three (3) months) to medium term (up to six (6) months) rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and items necessary to make the home habitable.~~

~~1.133 RRH Case Management~~

~~CONTRACTOR shall:~~

~~6.1.18 Hold case management sessions at Families' place of residence or at a mutually agreeable location on a weekly basis or as needed.~~

~~6.1.19 Develop flexible and tailored service plan(s) for Families that includes:~~

~~1.133.1.1 Housing search and placement services;~~

~~1.133.1.2 Short to medium term financial assistance; and~~

~~1.133.1.3 Housing stabilization case management and connections to resources.~~

~~6.1.20 Provide RRH case management services that are strength based, family friendly, and Family Centered.~~

~~6.1.21 Provide successful linkage(s) to appropriate community based resources to address Families' identified barriers and needs such as employment support, legal support, child care, benefits acquisition, housing authorities, credit repair, food pantry, etc.~~

~~6.1.22 Assist Families with 3-day pay rent or quit notices and related legal issues.~~

~~6.1.23 Assist with the collection of documentation and support of Families when necessary.~~

~~6.1.24 Immediately address reports of problems, including attendance issues, achievements, or other BFH services concerns with affected Families and CONTRACTOR's staff. CONTRACTOR shall inform CFS staff within twenty-four (24) hours of attendance issues or other BFH services~~

concerns:

~~6.1.25 After three (3) months of rental assistance, reassess Families to determine if further financial assistance is needed. Factors for continued assistance may include:~~

~~1.133.1.4 Whether or not the Families still meet Child Welfare Services program eligibility;~~

~~1.133.1.5 Determination of continuing need;~~

~~1.133.1.6 Anticipation of employment opportunity or increased income in the prospective future;~~

~~1.133.1.7 Program compliance; and~~

~~1.133.1.8 Active participation in case management and progress toward housing goals.~~

~~6.1.26 Provide Families with on-going case management to help Families meet their employment, budgeting, financial, and overall life skills goals, as well as to ensure their housing stabilization and self sufficiency after financial assistance is expended.~~

~~6.1.27 Provide follow up case management at thirty (30), sixty (60), and ninety (90) day intervals for up to one (1) year of this contract from the date of original intervention after financial assistance is expended.~~

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7.1 MEETINGS

~~CONTRACTOR shall:~~

~~1.134 Participate in meetings to address service delivery issues on a quarterly basis or as requested by ADMINISTRATOR.~~

~~1.135.1 Attend other meetings as requested by ADMINISTRATOR.~~

~~1.136 Attend CFT meetings to engage Families. The CFTs will be attended by the youth, the Family members, professionals, a meeting facilitator, SSA's staff, CONTRACTOR's staff, and/or additional individuals identified by the Family.~~

8.1 TRAINING

~~1.137 CONTRACTOR's staff shall attend SSA training, and conferences as~~

~~required by ADMINISTRATOR.~~

~~1.1381.1 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.~~

~~1.139 CONTRACTOR shall ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.~~

5.1 ~~CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to~~ 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.

~~1.140 SSA, upon request.~~

9.6.HOURS OF OPERATION

~~1.141~~6.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the ~~target~~ population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

~~1.142~~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

~~6.19.4~~ of this ~~Attachment~~~~Exhibit~~ A. - Any unauthorized closure shall be deemed a material breach of this ~~Contract~~~~Agreement~~, pursuant to Paragraph ~~20.19~~, and shall not be reimbursed.

~~10.1. PROGRAM GOAL~~

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

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referrals pending or already received.

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

~~1.143~~ ~~Seventy five percent (75%) of Families served in the BFH program will remain housed after one (1) year from the date of original intervention.~~

~~11. PERFORMANCE OUTCOME OBJECTIVES~~

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

~~8.1.1~~ ~~CONTRACTOR shall verify receipt of Home Safe one hundred percent (100%) of referrals sent by APS within three (3) business days.~~

~~1.144~~ ~~8.1.2~~ Home Safe referrals will be reviewed, assessed, and assigned to a designated staff by CONTRACTOR SSA within ten (10) business days of receipt Assessment. -

~~8.1.3~~ CONTRACTOR will notify APS in writing One hundred percent (100%) of the assignment on the day of assignment.

8.1 If prioritization of Home Safe referrals is needed, priority Families referred will be given in accordance with the approved County Prioritization Plan provided by ADMINISTRATOR.

8.2 After case assignment, CONTRACTOR shall contact Client(s), in accordance with State and County public safety guidelines, a disposition (e.g. acceptance or rejection) within three (3) business days utilizing Client(s) preferred communication (phone call, email, text, and/or in person).

8.2.1 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.

8.2.2 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.

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

~~1.145~~ 8.3 Schedule a face-to-face or virtual intake meeting with Client(s)

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within five (~~thirty~~ (30) business days from the date ~~the~~-referral contact is made with the Client(s). ~~received~~.

8.4 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 four (4) weeks.

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

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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.

~~12.13.~~ REPORTING REQUIREMENTS

~~1.146~~ 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:

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~~12.1.1~~ 13.1 Total number of Home Safe referrals received from SSA and ~~referral~~ 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.

~~12.1.2~~ ~~Caseload movement.~~

~~12.1.3~~ 13.3 Financial assistance expenditures.

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~~12.1.4~~ 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

~~12.1.5~~ 13.5 Status of Outcome Objectives ~~outcome objectives~~ stated in Paragraph 5 above ~~11 of this Exhibit A.~~

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~~13.1. QUALITY ASSURANCE/QUALITY CONTROL~~

~~1.147~~ CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective on the effective date

~~of this Agreement and submitted within thirty (30) days of the effective date of this Agreement. The Quality Control Plan shall be updated and resubmitted for ADMINISTRATOR approval when changes occur.~~

~~1.1481.1 The Quality Control Plan will include, but not be limited to, the following:~~

13.6 Develop and maintain a secure~~The~~ 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>.

~~13.1.1~~ 13.8 Housing status at six (6) and twelve (12) months after termination of assuring that the professional staff rendering services when applicable. under the Agreement has the necessary qualifications.

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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.

~~13.1.2 The method for ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the level of quality per this Agreement.~~

~~13.1.3 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken to resolve identified deficiencies.~~

~~13.1.4 The method for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable.~~

~~13.1.5 The method for collecting all required data standards and steps taken to ensure quality data entry in community's HMIS.~~

~~13.1.6 The method to measure the effectiveness of services provided.~~

~~13.1.7 The method for continuing services in the event of a strike by CONTRACTOR's employees or a natural disaster.~~

14.16. BUDGET

~~14.149~~16.1 The estimated annual budget for services provided pursuant to Attachment~~Exhibit~~ A of this Contract~~Agreement~~ is set forth as follows:

ESTIMATED BUDGET FOR PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024~~BUDGET FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021~~LINE ITEMSSTAFFING AND BENEFITS:

<u>DIRECT</u>	<u>Position</u>	<u>Maximum</u>		
<u>SERVICES</u>	<u>Type</u>	<u>Hourly</u>		
<u>POSITIONS</u> ⁽¹⁾	<u>(2)</u>	<u>Rate</u> ⁽²³⁾	<u>FTEs</u> ⁽³⁴⁾	<u>Amount</u>
Housing Stability Specialist	D	17.50	2.25	
Leasing Agent	D	17.50	0.20	
Housing Solutions Supervisor		17.50		
Stability Specialist Bilingual	D	50	3.00	
SUBTOTAL DIRECT				
SERVICE SALARIES				\$125,580
Employee Benefits (23.92%) ⁽⁵⁾				\$30,037
TOTAL DIRECT SERVICE SALARIES AND BENEFITS				\$155,617

ADMINISTRATIVE POSITIONS⁽⁴⁾

Director of Housing Strategies	A	27.88	0.05	
Chief Operations Director	A	40.87	0.03	
RRH Program Manager	A	24.04	0.07	
Senior Accounting Manager	A	24.04	0.30	
HMIS Data Specialist	A	16.00	0.25	
SUBTOTAL ADMINISTRATIVE				
SERVICE SALARIES				\$32,170
Employee Benefits (11.7%) ⁽⁵⁾				\$3,764
TOTAL ADMINISTRATIVE SALARIES AND BENEFITS				\$35,934

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SUBTOTAL SALARIES & BENEFITS	\$191,554
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SERVICES AND SUPPLIES⁽⁶⁾	
TOTAL SERVICES AND SUPPLIES	\$5,474

OPERATING EXPENSES⁽⁷⁾	
TOTAL OPERATING EXPENSES	\$4,424

SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$9,895
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DIRECT FINANCIAL ASSISTANCE⁽¹⁾	
Move-In Assistance	\$15,900
Rent Assistance	<u>416,089</u>
TOTAL DIRECT FINANCIAL ASSISTANCE	\$431,989

TOTAL ALLOWABLE COSTS JULY 1, 2020 THROUGH JUNE 30, 2021	\$633,435
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BUDGET FOR PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022

LINE ITEMS STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS⁽¹⁾</u>	<u>Position Type⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>	<u>FTEs⁽⁴⁾</u>	<u>Amount</u>
Housing Stability Specialist	D	48.20	2.25	
Leasing Agent	D	48.20	0.20	
Housing Stability Specialist Bilingual	D	48.20	1.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$130,603
Employee Benefits (23.92%)⁽⁵⁾				<u>\$31,238</u>

TOTAL DIRECT SERVICE SALARIES AND BENEFITS				\$161,841
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ADMINISTRATIVE
POSITIONS⁽⁴⁾

Director of Housing Strategies	A	29.00	0.05
Chief Operations Director	A	42.50	0.03
RRH Program Manager	A	26.00	0.07
Senior Accounting Manager	A	26.00	0.30
HMIS Data Specialist	A	16.64	0.25

SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				\$33,457
Employee Benefits (11.7%) ⁽⁵⁾				<u>\$3,914</u>

TOTAL ADMINISTRATIVE SERVICE SALARIES AND BENEFITS				\$37,371
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SUBTOTAL SALARIES & BENEFITS				\$199,212
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SERVICES AND
SUPPLIES⁽⁶⁾

TOTAL SERVICES AND SUPPLIES				\$5,471
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OPERATING
EXPENSES⁽⁷⁾

TOTAL OPERATING EXPENSES				\$4,424
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SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$9,895
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DIRECT FINANCIAL
ASSISTANCE⁽⁴⁾

Move-In Assistance				\$15,900
Rent Assistance				<u>408,428</u>

TOTAL ALLOWABLE COSTS JULY 1, 2021 THROUGH JUNE 30, 2022	\$633,435
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~~STAFFING AND BENEFITS:~~

<u>DIRECT SERVICE</u> <u>POSITIONS</u> ⁽⁴⁾	<u>Position</u> <u>Type</u> ⁽²⁾	<u>Maximum</u> <u>Hourly</u> <u>Rate</u> ⁽³⁾	<u>FTEs</u> ⁽⁴⁾	<u>Amount</u>
Housing Solutions Case Manager	D	23.00	0	83.00
Housing Solutions Case Manager - Bilingual	D	22.50	2.00	
Leasing Agent	D	23.00	0	2.20
Housing Solutions Administrative Manager Supervisor	D	28.00	0	1.25
Housing Solutions Regional Director				
TOTAL DIRECT SERVICE SALARIES		36.06	0.20	\$36,930
Housing Solutions Program Manager Employee Benefits (30%)	D	29.00	0.30	\$11,799
Subtotal Direct Service Salaries				
TOTAL DIRECT SERVICES SALARIES AND BENEFITS			\$480.12	\$873,832
ADMINISTRATIVE POSITIONS ⁽¹⁾				
Housing Solutions Director OC	A	33.33	0.10	\$5,005
Chief Executive Programs Officer	A	48.72	1.03	
Chief Operations Financial Officer	A	48.72	2	0.03

Housing Solutions Manager	A	27.00	0.25	
Senior Accounting Manager	A	44.00	40.87	0.10
Accounting Supervisor	A	0	0.20	
Accounting Specialist	A	0	0.50	0.25
IT Specialist	A	22.00	0.20	
HMIS Data Specialist	A	18.50	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 SUBTOTAL				\$983,742
ADMINISTRATIVE SERVICE SALARIES				032
EMPLOYEE BENEFITS⁽⁴⁾				\$275,448
(28%) Employee Benefits (30%)⁽⁵⁾				610
TOTAL STAFFING & EMPLOYEE ADMINISTRATIVE SERVICE SALARIES AND BENEFITS				\$1,259,190
TOTAL SERVICES AND SUPPLIES^{(5), (6)}				\$30,275
TRANSPORTATION⁽⁸⁾				\$7,329
TOTAL OPERATING EXPENSES^{(6), (7)}				\$83,181
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, TRANSPORTATION AND OPERATING EXPENSES				\$1,372,645
DIRECT FINANCIAL ASSISTANCE⁽⁴⁾				
Move-In Assistance				\$95,000
Rent Assistance				\$1,103,900
TOTAL DIRECT FINANCIAL ASSISTANCE⁽⁸⁾				\$1,706,354
TOTAL ANNUAL BUDGET⁽⁹⁾ TOTAL ALLOWABLE COSTS JULY 1, 2022 THROUGH JUNE 30, 2023				98,900

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

	<u>Position Type ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽²⁾</u>	<u>FTEs ⁽³⁾</u>	<u>Amount</u>
<u>DIRECT SERVICES POSITIONS ⁽¹⁾</u>				
<u>Housing Solutions Supervisor</u>	<u>D</u>	<u>26.78</u>	<u>3.00</u>	
<u>Housing Solutions Case Manager</u>	<u>D</u>	<u>23.69</u>	<u>8.00</u>	
<u>Housing Solutions Case Manager Bilingual</u>	<u>D</u>	<u>23.69</u>	<u>2.00</u>	
<u>Leasing Agent</u>	<u>D</u>	<u>23.69</u>	<u>4.00</u>	
<u>Housing Solutions Administrative Manager</u>	<u>D</u>	<u>28.84</u>	<u>0.15</u>	
<u>Housing Solutions Regional Director</u>	<u>D</u>	<u>37.14</u>	<u>0.20</u>	
<u>Housing Solutions Program Manager</u>	<u>D</u>	<u>29.87</u>	<u>0.30</u>	
<u>Subtotal Direct Service Salaries</u>				<u>\$900,047</u>
<u>ADMINISTRATIVE POSITIONS ⁽¹⁾</u>				
<u>Housing Solutions Director</u>	<u>A</u>	<u>39.62</u>	<u>0.10</u>	
<u>Chief Executive Officer</u>	<u>A</u>	<u>111.42</u>	<u>0.03</u>	
<u>Chief Operations Officer</u>	<u>A</u>	<u>74.28</u>	<u>0.03</u>	
<u>Accounting Manager</u>	<u>A</u>	<u>42.09</u>	<u>0.10</u>	
<u>Accounting Supervisor</u>	<u>A</u>	<u>32.96</u>	<u>0.20</u>	
<u>Accounting Specialist</u>	<u>A</u>	<u>27.81</u>	<u>0.50</u>	
<u>IT Specialist</u>	<u>A</u>	<u>22.66</u>	<u>0.20</u>	
<u>Data Specialist</u>	<u>A</u>	<u>21.63</u>	<u>0.20</u>	
<u>Human Resource Manager</u>	<u>A</u>	<u>33.99</u>	<u>0.20</u>	
<u>Human Resource Specialist</u>	<u>A</u>	<u>22.66</u>	<u>0.20</u>	
<u>Subtotal Administrative Salaries</u>				<u>\$113,208</u>
<u>TOTAL STAFFING SALARIES</u>				<u>\$1,013,255</u>
<u>EMPLOYEE BENEFITS ⁽⁴⁾ (28%)</u>				<u>\$283,711</u>
<u>TOTAL STAFFING & EMPLOYEE BENEFITS</u>				<u>\$1,296,966</u>
<u>TOTAL SERVICES AND SUPPLIES ⁽⁵⁾</u>				<u>\$31,183</u>
<u>TOTAL OPERATING EXPENSES ⁽⁶⁾⁽⁷⁾</u>				<u>\$85,676</u>
<u>SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u>				<u>\$1,413,825</u>
<u>TOTAL DIRECT FINANCIAL ASSISTANCE ⁽⁸⁾</u>				<u>\$1,665,175</u>

TOTAL ANNUAL BUDGET ⁽⁹⁾**\$3,079,000**

~~⁽⁴⁾ Administrative costs should be held no more than forty-five percent (45%) of the proposed budget year. The cost of direct services staff (e.g. Housing Stability Specialist, Housing Stability Specialist Bilingual, Leasing Agent) is to be included in the forty-five percent (45%) administrative cost limit, and at a minimum of twenty-five percent (25%) of the proposed annual budget. Budget shall reflect a minimum of fifty-five percent (55%) of total costs for direct financial assistance, which includes interim housing options, rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and making the home habitable.~~

- ⁽¹⁾ ~~⁽²⁾ Position Types are classified as "D" for Direct or "A" for Administrative. Direct~~
 services positions include staff who are integral to service delivery and may include staff who provide direct face--to-face service to Clients~~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.

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

~~⁽⁴⁾ For hourly employees, Full Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work-week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.~~

~~⁽⁵⁾ Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. Direct Service staff benefit rate shall not exceed thirty percent (30%) of the actual salary expense claimed, and Administrative staff benefit rate shall not exceed thirty percent (30%) of the actual salary expense claimed.~~

~~⁽⁶⁾ Services and Supplies include costs related to independent audit, computer consultant~~

(IT), office expenses, telephone/internet, and mileage as limited to the amount allowed by IRS.

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

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

ADULT PROTECTIVE SERVICES CLIENTS BUDGET FOR PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023

STAFFING AND BENEFITS:

	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>				
Housing Solutions Case Manager	D	22.00	3.00	
Housing Solutions Case Manager—Bilingual	D	22.50	1.00	
Leasing Agent	D	22.00	2.00	
Housing Solutions Supervisor	D	24.00	1.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$305,175
Employee Benefits (30%) ⁽⁴⁾				\$91,553
TOTAL DIRECT SERVICES SALARIES AND BENEFITS				\$396,728

ADMINISTRATIVE POSITIONS

Chief Executive Officer	A	100.99	0.03	
Chief Operations Officer	A	71.79	0.03	
Housing Solutions Director	A	37.00	0.10	
Housing Solutions Manager	A	27.00	0.25	
Accounting Manager	A	45.00	0.10	
Accounting Supervisor	A	31.00	0.20	
Accounting Specialist	A	23.00	0.50	
IT Specialist	A	19.00	0.25	
Development Specialist	A	21.00	0.25	
HR Manager	A	27.00	0.20	
HR Specialist	A	21.00	0.25	
HMIS Data Specialist	A	18.50	0.50	

SUBTOTAL ADMINISTRATIVE SERVICE SALARIES	\$138,579
Employee Benefits (30%) ⁽⁴⁾	\$41,574
TOTAL ADMINISTRATIVE SERVICE SALARIES AND BENEFITS	\$180,153
TOTAL SERVICES AND SUPPLIES ⁽⁵⁾⁽⁶⁾	\$27,219
TOTAL OPERATING EXPENSES ⁽⁷⁾	\$65,000
SUBTOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES	\$92,219
TOTAL DIRECT FINANCIAL ASSISTANCE ⁽⁸⁾⁽⁹⁾	\$1,130,900
MAXIMUM OBLIGATION JULY 1, 2022 THROUGH JUNE 30, 2023	\$1,800,000

~~(+)—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.~~

~~(2) ⁽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 the maximum hourly rate.~~

~~(3) ⁽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) ⁽⁴⁾—Employee Benefits include Medical Insurance, Workers Compensation Insurance, 401(k) Contributions, ~~contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long term disability insurance; payroll taxes, such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers'~~~~

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~~Compensation Tax, based on the currently prevailing rates,~~ and expense for accrued vacation time payout, for a separated employee, limited to ~~the~~ actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed twenty-eight percent (28%) of the actual salary expense claimed.

(5) ~~(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 expenses and retention), equipment lease/rental, and facility lease/rental, mortgages, and property tax, as applicable. ~~Mileage.~~

(7) ~~(6)~~ 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.

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

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

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~~(9) — Homeless Prevention Flex Fund shall include costs for housing modifications for habitability and other accommodations such as, but not limited to mobility ramps and grab bars, costs of services related to housing retention such, but not limited to, pest control, hoarding mitigation, cleaning services and credit repair, furnishings, move in items such as, but not limited to, pots, pans and bedding, clothing, and other expenses connected to keeping clients in housing.~~

~~1.150~~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 Agreement 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.

~~1.151~~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 ~~20.120.1~~ of this Contract Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph ~~43.442.4~~ of this Contract Agreement, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph ~~20.120.1~~, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment Exhibit. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

~~1.152~~16.4 In the event ~~one of the budget annual budgets~~ shown in Subparagraph ~~16.114.1~~ of this Attachment Exhibit is modified, the modified budget modification shall remain in effect ~~until the end of the specific fiscal~~

~~period modified. For example, if the annual budget for the remainder of the contract term, unless superseded by subsequent period of July 1, 2020, through June 30, 2021, is modified, the modification will be effective until June 30, 2021. Beginning July 1, 2021, the budget will revert to the budget modification(s) that have been approved~~included ~~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~~Subparagraph 14.1 of this Exhibit until it is requested and approved in writing, modified, if applicable.

1. STAFFING REQUIREMENTS

~~15.~~CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. STAFF

~~1.153~~1.1 CONTRACTOR's staff shall be able to read, write, speak, and understand English. If Client contact is ~~CONTRACTOR will be~~ required to obtain the required documentation or provide services, CONTRACTOR shall provide ~~provide~~ translation services for languages needed so that all Clients~~Families~~ are provided services in their primary language.

1.1 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.

~~1.154~~1.2 CONTRACTOR shall provide, at a minimum, ~~In addition to the above requirements, CONTRACTOR shall provide~~ the following described staff positions:

1.154.1 Chief Program Officer

Duties

~~1.154.1.1~~ Oversee and monitor all aspects of quality assurance for the program including: program management, hiring staff, staff training, case management files, client services, and program evaluation.

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~~1.154.1.2 Assist with the development, implementation, and tracking of program outcomes.~~

~~1.154.1.3 Maintain strong community awareness and build relationships that strengthen collaboration among diverse stakeholders.~~

Qualifications

~~1.154.1.4 Bachelor's degree from an accredited college or university, preferably in the human services or related field.~~

~~1.154.1.5 A minimum of four (4) years of leadership experience in a non-profit, government, or philanthropy overseeing multiple programs or contracts, preferably at an organization working with homeless individuals.~~

~~1.154.1.6 Ability to multi-task and work independently using sound judgement, must have high level communication and strategic planning skills.~~

~~1.154.1.7 Possess an understanding of national best practices in Homeless Services, budgets, fundraising, and relationship building.~~

1.154.2 Housing Solutions Director OC

Duties

~~1.154.2.1 Provide oversight and management to the RRH Program Manager. Ensure program is meeting its contractual outcomes and spending goals.~~

~~1.154.2.2 Develop new partnerships with other agencies in order to enhance services and oversee implementation of new services.~~

~~1.154.2.3 Oversee program's performance to ensure appropriate placement, effective services, and distribution of case files.~~

~~1.154.2.4 Assist with case management and provide Family conflict resolution services when necessary.~~

~~1.154.2.5 Oversee property maintenance to ensure timely repairs and rental units are safe and habitable; coordination of shelter activities and distribution of services; and the regular monitoring of case files and data to ensure accuracy and compliance with~~

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program requirements:

Qualifications

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

1.154.2.7 Must have management experience working with homeless population and ability to motivate and communicate effectively.

1.154.2.8 Fluency in Spanish is preferred.

1.154.3 Housing Solutions Manager

1.1.1 Duties

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

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

1.154.3.3 Provides approval on appropriate program expenses within budget constraints.

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

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

Qualifications

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

1.154.3.7 Proficient in Microsoft Office programs.

1.154.3.8 Experience in a leadership role.

1.154.3.9 1.1.1.1 Fluency in Spanish is preferred.

1.154.4 Senior Accounting Manager

1.1.1 Duties

1.154.4.1 Manage financial aspects of the contract. Complete required financial reports and invoices, ensure expenditures are in

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~~compliance with contract requirements, and timely process payments to landlords and other vendors.~~

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Qualifications

~~1.154.4.2 Bachelor's degree from an accredited college or university in a business administration related field preferred.~~

~~1.154.4.3 Must have experience working with non-profit accounting concepts and ability to communicate effectively.~~

1.154.5 HMIS Data Specialist

Duties

~~1.154.5.1 Complete all HMIS data entry processes for the program, including input of all entries, exits and services rendered.~~

~~1.154.5.2 Review Family files for completeness and corroboration with data entered into the HMIS; uphold data quality management; inform staff of program performance; assist in generating regular reports from HMIS, including program outcomes reports; track housing outcomes and recidivism for clients in follow up.~~

Qualifications

~~1.154.5.3 Proficient in Microsoft Office programs, especially Microsoft Excel.~~

15.1.1 Housing Solutions Case Manager

Duties

~~1.154.5.4 Provide comprehensive case management services, including initial needs assessment, benefit assessment, housing objectives, tenant education, tenant advocacy, and referrals.~~

~~1.154.5.5 1.1.1.1 Develop, with recipient Families, an individual case management plan that includes financial planning and housing goals.~~

~~1.154.5.6 1.1.1.1 Assess and develop a 30 Day Permanent Housing Plan and an Individualized Housing Stabilization Plan.~~

~~1.154.5.7 Track progress towards Families' goals through case files with~~

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~~charts, monthly progress notes, and outcome evaluation.~~

~~1.154.5.8 Assist Families in searching for housing leads and facilitate relationships between Families and landlords.~~

~~1.154.5.9 Visit and inspect Families' apartments to ensure they are properly maintained.~~

~~1.154.5.10 Participate in Coordinated Entry System (CES) and follow CES policies and procedures to request Family matches, submit updates, and attend Family match meetings.~~

~~1.154.5.11 Make appropriate community resources referrals for Families.~~

Qualifications

~~1.154.5.12 Bachelor's degree from an accredited college or university in a human services related field and experience working with the homeless population in a case management role.~~

~~1.154.5.13 Proficient in Microsoft Office programs.~~

~~1.154.5.14 Ability to communicate effectively.~~

15.1.2 Housing Solutions Case Manager—Bilingual Spanish

Duties

~~1.154.5.15 Provide comprehensive case management services including initial needs assessment, benefit assessment, housing objectives, tenant education, tenant advocacy, and referrals.~~

~~1.154.5.16 Develop, with recipient Families, an individual case management plan that includes financial planning and housing goals.~~

~~1.154.5.17 Assess and develop a 30-Day Permanent Housing Plan and an Individualized Housing Stabilization Plan.~~

~~1.154.5.18 1.1.1.1 Track progress towards Families' goals through case files with charts, monthly progress notes, and outcome evaluation.~~

~~1.154.5.19 Assist Families in searching for housing leads and facilitate relationships between Families and landlords.~~

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~~1.154.5.20 Visit and inspect Families' apartments to ensure they are properly maintained.~~

~~1.154.5.21 Participate in CES and follow CES policies and procedures to request Family matches, submit updates, and attend Family match meetings.~~

~~1.154.5.22 Make appropriate community resources referrals for Families.~~

Qualifications

~~1.154.5.23 Bachelor's degree from an accredited college or university in a human services related field or experience working with homeless population in a case management role.~~

~~1.154.5.24 Proficient in Microsoft Office programs.~~

~~1.154.5.25 Fluency in Spanish is required.~~

1.154.6 Leasing Agent

Duties

~~1.154.6.1 Provide housing search and placement services. Serve as an on-going liaison between tenants and landlords.~~

~~1.154.6.2 Maintain an understanding of Fair Housing Laws and keep abreast of legal issues and regulations.~~

~~1.154.6.3 1.1.1.1 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).~~

~~1.154.6.4 Assemble marketing packets to local landlords and property managers. Maintain a list of potential housing opportunities for homeless and/or at risk of homelessness Families.~~

~~1.154.6.5 Conduct housing inspections (i.e. initial and bi-annual) and implement rent reasonability standards processes.~~

~~1.154.6.6 Implement master lease and sub-lease processes (i.e. negotiating and executing of master leases, preparing sub-lease documents, conducting move in meeting with clients). Assist with the~~

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~~collection of documentation and provide coaching support to Families when necessary.~~

~~1.154.6.71.1.1.1 Assist at risk households with maintaining their housing or relocating to more suitable housing.~~

~~1.154.6.8 Maintain effective relationships with landlords and/or property managers by resolving tenancy conflicts and providing necessary emergency support.~~

Qualifications

~~1.154.6.9 Proficient in Microsoft Office programs is required.~~

~~1.154.6.10 Experience working with homeless population and/or similar populations is desired.~~

~~1.154.6.11 Fluency in Spanish is preferred.~~

~~1.154.6.12 Be available to work a flexible schedule including morning and evening shifts and some weekends.~~

~~15.1.3~~ 1.2.1 Housing Solutions Supervisor

Duties

Duties

~~1.2.1.1 Supports and motivates~~ Supervise approximately a team of five

~~(5)~~ Housing Solutions Case Managers and maintains a small caseload.

~~1.154.6.131.2.1.2 -Train and direct new Case Managers, assisting the team and assist them with the day-to-day questions relating to the completion of their job assignments.~~

1.2.1.1 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.

~~1.154.6.141.2.1.2~~ Oversee quality control of case files ~~Case Files~~ to ensure accurate, up-to-date documentation on all ~~Clients~~ clients, including but not limited to, stabilization plans, case notes, etc.

~~1.154.6.151.2.1.3~~ Coordinate staff trainings and orientations when needed.

~~1.154.6.161.2.1.4~~ Meet with identified staff individually at least monthly and meet with the team monthly at a minimum. ~~whole~~

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~~at least monthly.~~

~~1.154.6.17~~ 1.2.1.5 Approve Absence from Work requests, time keeping submissions for staff, and monthly mileage claims, ensuring accuracy and punctuality.

Qualifications

~~1.154.6.18~~ 1.2.1.6 Bachelor's degree from an accredited college or university in a human services or related field; ~~or is preferred.~~

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

1.2.2 Housing Solutions Case Manager

Duties

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

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

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

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

~~1.154.6.19~~ Assist Clients

1.2.2.5 ~~Experience~~ in searching for housing leads and facilitate relationships between Clients and landlords.

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

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

1.2.2.8 Make appropriate community resources referrals for Clients.

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Qualifications

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

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

1.2.2.3 Ability to communicate effectively.

1.2.3 Housing Solutions Case Manager – Bilingual

Duties

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

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

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

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

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

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

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

1.2.3.8 Make appropriate community resources referrals for Clients.

Qualifications

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

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

1.2.3.11 Ability to communicate effectively.

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1.2.3.12 Fluent in Spanish is required.

1.2.4 Leasing Agent

Duties

1.2.4.1 Provide housing search and placement services.

1.2.4.2 Serve as an on-going liaison between tenants and landlords.

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

1.2.4.4 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).

1.2.4.5 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.

1.2.4.6 Conduct housing inspections (i.e., initial and bi-annual) and implement rent reasonability standards processes.

1.2.4.7 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.

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

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

Qualifications

1.2.4.10 Proficient in Microsoft Office programs is required.

1.2.4.11 A minimum of two (2) years of experience working with homeless population and/or similar population.

1.2.4.12 Leasing license or certificate preferred.

1.2.4.13 Fluency in Spanish is preferred.

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1.2.4.14 Be available to work a flexible schedule including morning and evening shifts and some weekends.

1.2.5 Data Specialist

Duties

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

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

1.2.5.3 Adherence to Data Quality Standards established by the agency.

Qualifications

1.2.5.4 Strong analytical and problem-solving skills.

1.2.5.5 Proficiency in software related to job responsibilities.

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

1.2.6 Housing Solutions Director

Duties

1.2.6.1 Supports program teams in service delivery.

1.2.6.2 Ensure ongoing professional development of program staff.

1.2.6.3 Assists with high acuity client needs.

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

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

Qualifications

1.2.6.6 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

1.2.6.7 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.

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1.2.6.8 Fluency in Spanish is preferred.

1.2.7 Housing Solutions Regional Director

Duties

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

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

1.2.7.3 Assist with client conflict resolution when necessary.

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

1.2.7.5 Oversee implementation of new services.

1.2.7.6 Manage identified staff facilitating optimal performance.

Qualifications

1.2.7.7 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

1.2.7.8 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.

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

1.2.7.10 Fluency in Spanish is preferred.

1.2.8 Housing Solutions Program Manager

Duties

1.2.8.1 Provide oversight and a leadership to the Housing Solutions staff role.

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

1.2.8.3 Provide program oversight which includes hiring, training, and assigning staff, monitoring performance toward spending and service goals, providing input and direction in managing high

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needs Client cases.

1.2.8.4 Provide community relations by providing presentations and community education.

1.2.8.5 Perform crisis interventions as needed.

Qualifications

1.2.8.6 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

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

1.2.8.8 Bilingual is preferred.

1.2.9 Housing Solutions Administrative Manager

Duties

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

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

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

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

1.2.9.5 Support implementation of new projects.

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

Qualifications

1.2.9.7 Ability to communicate effectively and respectfully.

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

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

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1.2.9.10 Identifies and resolves problems in a timely manner.

1.2.9.11 Gathers and analyzes information skillfully.

~~15.1.41.2.10~~ 1.2.10 ~~–Chief Executive~~Financial Officer

Duties

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

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

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

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

1.2.10.5 Serve as communication liaison between Board and staff.

~~1.154.6.21 — Supervises the Senior Accounting Manager and prepares monthly financial statements, reports and records by collecting, analyzing and summarizing account information.~~

~~1.154.6.22 — Responsible for the general ledger, fixed asset processing and reporting, maintains bank accounts by requesting disbursements, reviews bank statements, researches and reconciles discrepancies and audits and verifies documents.~~

~~1.154.6.23 — Follows internal controls and helps accounting staff maintain and control grant, program and agency budgets.~~

Qualifications

~~1.154.6.24~~1.2.10.6 ~~–Bachelor's degree from an accredited college or university, in a business administration related field and at least two (2) years of experience in an accounting related position.~~

~~1.154.6.25 — Ability to meet communicated schedules, deadlines, and adhere to policies, procedures and internal controls.~~

~~1.154.6.26 — Ability to maintain good working relationships with~~

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~~vendors and other agency employees.~~

~~1.154.6.27 — Must have knowledge of non-profit accounting (GAAP) rules and regulations.~~

~~15.1.5 — Accounting Supervisor~~

~~Duties~~

~~1.154.6.28 — Supervises Accounts Receivable staff, reviews reports and reconciles receipts with submitted invoices.~~

~~1.154.6.29 — Assists in the development and implementation of goals, policies, priorities, and procedures related to grant invoicing.~~

~~1.154.6.30 — Reviews grant contract requirements, ensures compliance, and communicates with grantors on a regular basis.~~

~~1.154.6.31 — Reviews grant contract requirements, ensures compliance, and communicates with grantors on a regular basis.~~

~~Qualifications~~

~~1.154.6.32 — Bachelor's degree from an accredited college or university in a business administration related field preferred.~~

~~1.154.6.33 — Experience working with non-profit accounting concepts and ability to communicate effectively.~~

~~1.154.6.34 — Experience in leadership role.~~

~~15.1.61.1.1 — Accounting Specialist~~

~~Duties~~

~~1.154.6.35 — Ensure invoicing and reporting of expenses comply and adhere to grantor specific regulations, and assist to resolve any issues surrounding grant invoices, including disallowed expenses or technical issues.~~

~~1.154.6.36 — Gather support documents for charges.~~

~~1.154.6.37 — Analyze assigned grants revenue and expense accounts to identify errors in posting or omissions by applying appropriate accounting standards. Prepare and record monthly journal entries and reconcile to general ledger.~~

~~1.154.6.38 — Monitor spending variances to budgets and assist in budget~~

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~~modifications. Maintain updated projections for all assigned grants.~~

Qualifications

~~1.154.6.39 Associate degree in Accounting, or a minimum of three (3) years of professional experience in an accounting environment with basic knowledge of accrual and cash accounting.~~

~~1.154.6.40 Excellent working knowledge of Microsoft Excel and Word, and written and oral communication skills.~~

~~15.1.7 Chief Executive Officer~~

Duties

~~1.154.6.41 Generate revenues and manage expenses as targeted by the approved annual budget.~~

~~1.154.6.42 Prepare an annual budget for the following fiscal year.~~

~~1.154.6.43 Motivate and support staff in all their duties.~~

~~1.154.6.44 Manage and supervise Chief Operations Officer.~~

~~1.154.6.45 Review, evaluate, hire and fire staff when appropriate.~~

~~1.154.6.46 Create and fill new and existing positions according to need and with the approved budget.~~

~~1.154.6.47 Develop and oversee all service programs with Chief Operations Officer.~~

~~1.154.6.48 Serve as communication liaison between Board and staff.~~

~~1.154.6.49 Act as primary spokesperson to press, agencies, client groups, and volunteers.~~

~~1.154.6.50 Promote a positive image through extensive networking, writing, and oral presentations.~~

~~Actively participate in professional associations.~~

Qualifications

~~1.154.6.51 Bachelor's Degree, graduate degree preferred.~~

~~1.154.6.52~~ [1.2.10.7](#) 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

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executives, fundraising, interfacing with an executive board of directors, and working with elected officials and public employees.

1.2.10.1 Understanding of finance-related performance standards.

1.2.10.2 Knowledge of corporate and regulatory best practices.

~~1.154.6.53 High proficiency in verbal and written communication.~~

~~1.154.6.54~~ 1.2.11 -Chief Operations Officer

Duties

Duties

~~1.154.6.54~~ 1.2.11.1 -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.

~~1.154.6.55~~ 1.2.11.2 -Manages the overall strategy, purpose, and vision of the human resource department.

~~1.154.6.56~~ 1.2.11.3 -Attracts, recruits, and retains required members of the executive team not currently in place.

~~1.154.6.57~~ 1.2.11.4 Collaborate ~~Collaborates~~ with the Executive team to develop and implement plans for the operational infrastructure of systems, processes, and personnel.

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

1.2.11.2 Review the efficiency of current business functions.

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

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

~~1.154.6.58 Determine staffing plans to achieve agency goals and objectives and participate in hiring decisions for new staff.~~

~~1.154.6.59 Assist Chief Financial Officer with financial management activities.~~

~~1.154.6.60 Oversee the preparation and development process of the~~

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~~annual operating budget for presentation to the CEO.~~

~~1.154.6.61 Work closely with the finance department to budget and monitor programmatic operations to ensure sound fiscal management.~~

~~1.154.6.62 Act as approving agent for financial requests and expenditures.~~

~~1.154.6.63 Act as approving agent for monthly bank statements.~~

~~1.154.6.64~~ 1.2.11.5 ~~Act as staff liaison for the Board Legal Committee to ensure the agency is compliant with federal, state, funding, and city requirements.~~

~~1.154.6.65 Analyze the appropriate data to inform programmatic and operational decision making.~~

~~1.154.6.66 Analyze and assess programs based on data.~~

~~1.154.6.67 Develop and implement service plans, budgets, and staffing structures for new projects.~~

~~1.154.6.68~~ 1.2.11.6 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

Qualifications

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

~~1.154.6.69~~ 1.2.11.2 A minimum of three (3) years of executive ~~in a human services-related field and experience, in depth knowledge of working with the industry and leadership qualities~~ homeless population in a case management role.

~~1.154.6.70 A minimum of two (2) years of experience in an executive leadership.~~

~~1.154.6.71~~ 1.2.11.3 A minimum of three (3) years of experience overseeing department executives.

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standards.

1.2.11.1 Excellent understanding of financial related performance

~~1.154.6.72 High proficiency in verbal and written communication.~~

~~1.154.6.73~~ 1.2.11.2 Ability to develop and execute financial strategies, effectively represent the agency,

~~1.154.6.74~~ 1.2.11.3 Strategic thinking and analytical Planning skills.

~~15.1.9 Housing Solutions Director~~

Duties

~~1.154.6.75 Provide oversight and management to the Housing Solutions Department agency wide including the Housing Solutions Director-OC.~~

~~1.154.6.76 Ensure program is meeting its contractual outcomes and spending goals.~~

~~1.154.6.77 Develop new partnerships with other agencies to enhance services and oversee the implementation of new services.~~

~~1.154.6.78 Oversee program's performance to ensure appropriate placement, effective services, and distribution of case files.~~

~~1.154.6.79 Oversee regular monitoring of case files and data to ensure accuracy and compliance with program requirements.~~

Qualifications

~~1.154.6.80 Bachelor's degree from an accredited college or university in a human services related field and experience working with the homeless population in a case management role.~~

~~1.154.6.81 A minimum of two (2) years of experience in an executive leadership role.~~

~~1.154.6.82 Proficient in Microsoft Office program.~~

~~1.154.6.83 Fluency in Spanish is preferred.~~

~~15.1.10~~ 1.2.12 -Accounting Manager

Duties

~~-Assists~~ Duties

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1.2.12.1 Organize and prepare agency's accounting information.

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

~~1.154.6.84~~ 1.2.12.3 Assist in the development and implementation of goals, policies, priorities, and procedures relating to financial management, budget, and accounting. ~~Supervises and participates in the preparation of various financial statements and reports.~~

~~1.154.6.85~~ Supervises ~~Directs the installation and maintenance of accounting records to show receipts and expenditures.~~

~~1.154.6.86~~ ~~Directs the maintenance of general and subsidiary ledgers, accounts receivable, revenue distribution, depreciation, cost, property, and operating expenses, and insurance records.~~

~~1.154.6.87~~ ~~Directs and participates in the cost analyses and rate studies.~~

~~1.154.6.88~~ ~~Prepares statements and reports of estimated future costs and revenues.~~

~~1.154.6.89~~ ~~Directs internal audits involving review of accounting and administrative controls.~~

~~1.154.6.90~~ 1.2.12.4 ~~Coordinates preparation of various external audit materials and external financial statements and reports, reporting.~~

~~1.154.6.91~~ Manage and supervises ~~Reviews financial statements with the CEO and COO, interfaces with the organization's outside accountant, prepares and maintains program, grant, and agency annual budgets, and responds to additional tasks as needed.~~

1.2.12.1 ~~Manages and Supervises~~ Accounting Supervisor.

Qualifications

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

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

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1.2.13 Accounting Supervisor

Duties

1.2.13.1 Supervises Accounts Receivable staff and reviews reports.

1.2.13.2 Supervises Accounting Specialist.

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

1.2.13.4 Reviews grant contract requirements and ensures compliance.

1.2.13.5 Supervises and participates in preparation of various grant Supervisors, oversees procurement process by collecting bid sheets and invoices and reports.

1.2.13.6 Communicates with grantors on a regular basis.

1.2.13.7 Participates in monitoring procedures.

Qualifications

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

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

1.2.14 Accounting Specialist

Duties

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

1.2.14.2 Prepares monthly, quarterly, and annual grant invoices.

1.2.14.3 Read and understand grant contracts.

1.2.14.4 Prepares and processes contract reimbursement requests.

Qualifications

1.2.14.5 High School Diploma or equivalent.

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

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

1.2.15 IT Specialist

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Duties

1.2.15.1 Provide IT system, ~~provides~~ support for the agency with a priority on ticketing and IT administrative office tasks.

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

Qualifications

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

1.2.15.4 Effective oral and written communication.

1.2.15.5 Ability to meet deadlines.

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

1.2.15.7 Basic understanding of general networking preferred.

1.2.15.8 Detail oriented with accurate data entry skills.

1.2.16 Human Resource ManagerDuties

~~1.154.6.92~~ 1.2.16.1 Oversee all Human Resource tasks for the agency; employee ~~and coordinate~~ trainings, workers compensation tasks, and overseeing agency benefits packages. ~~and orientations when needed.~~

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

1.2.16.3 Manage and Supervises Human Resource Specialist.

Qualifications

1.2.16.1 Strong interpersonal skills.

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

~~1.154.6.93~~ Effective ~~Bachelor's degree from an accredited college or university in a business administration related field preferred.~~

1.2.16.1 ~~Must have experience working with oral non-profit accounting~~ concepts and written communication.

1.2.16.2 Ability to meet deadlines.

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~~1.154.6.94~~ 1.2.16.3 Ability to work co-operatively as part of a team and the ability to work independently. communicate effectively.

1.2.16.4 Some management experience preferred.

~~15.1.14~~ 1.2.17 Human Resource Development Specialist

Duties

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

~~1.154.6.95 Process volunteer applications.~~

~~1.154.6.96 Assist with the implementation and maintenance of the volunteer platform.~~

~~1.154.6.97 Support in volunteer orientations and other recruitment, employee relations, and maintains Human Resource records events.~~

~~1.154.6.98 Track the volunteer hours and donations and ensure the health of the data.~~

~~1.154.6.99 Manage the volunteer inquiry email pushing along the volunteer requests to the relevant staff on the Community Engagement Team.~~

~~1.154.6.100 Collaborate with the Community Engagement team to ensure that donations are being managed and volunteer hours are being accurately reflected in the system.~~

~~1.154.6.101 Assist in the coordination of fundraising events.~~

~~1.154.6.102 Assist the Development Team with the planning and implementation of activities targeted to meet budgeted revenue goals.~~

~~1.154.6.103~~ 1.2.17.2 Work alongside the business development, marketing and product teams to track key metrics for scalable growth.

Qualifications

~~1.154.6.104 High school diploma~~

~~1.154.6.105 Must be detail oriented, with accurate data entry skills;~~

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~~intermediate computer literacy or Word and spreadsheet software.~~

~~1.1.12 HR Manager~~

Duties

- ~~1.154.6.106 Act as a liaison between employer and employee fielding questions, concerns, and complaints.~~
- ~~1.154.6.107 Conduct investigations, when appropriate, and submit recommendations to HR Director.~~
- ~~1.154.6.108 Ensure appropriate documentation of HR investigations.~~
- ~~1.154.6.109 Resolve employee relation issues by working with supervisors and managers.~~
- ~~1.154.6.110 Facilitate new hires, transfers, promotions, terminations, and exit interviews.~~
- ~~1.154.6.111 Assist in the development of new measures to increase staff morale and overall employee satisfaction.~~
- ~~1.154.6.112 Oversee payroll process to ensure that payroll goes out accurately and in a timely manner.~~
- ~~1.154.6.113 Conduct regular audits of payroll records.~~
- ~~1.154.6.114 Conduct employee file audits to ensure that all required documentation is collected and maintained.~~
- ~~1.154.6.115 Assist with interviews when necessary, perform employment verification and background checks, and assist with job offers.~~
- ~~1.154.6.116 This position requires some travel to the various regions in which Mercy House operates.~~

Qualifications

1.2.17.1 Strong interpersonal skills.

- ~~1.154.6.117 High level of reliability, responsibility and attention to School diploma~~

- ~~1.154.6.118 1.2.17.2 Must be detail-oriented, with strong note taking; intermediate computer literacy of Microsoft Office~~

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~~software.~~

~~1.154.6.119~~ 1.2.17.3 Effective with ~~both~~ oral and written communication.

1.2.17.1 Ability to meet deadlines.

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

2. TRAINING

2.1 CONTRACTOR's staff shall attend APS training, conferences, and meetings as required by ADMINISTRATOR.

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

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

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

3. QUALITY ASSURANCE/QUALITY CONTROL

~~1.154.6.120~~ 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. ~~Experience in a leadership role.~~

~~15.1.13 — HR Specialist~~

Duties

~~1.154.6.121 — Setting appointments, arranging meetings, and travel arrangements.~~

~~1.154.6.122 — Assist with the logistics for new hire orientation and training.~~

~~1.154.6.123 Participating in recruitment efforts such as posting job ads, organizing resumes and job applications, scheduling job interviews, and assisting in the interview process.~~

~~1.154.6.124 Collecting employment and tax information.~~

~~1.154.6.125 Ensuring background and reference checks are completed.~~

~~1.154.6.126 Create, organizes and updates employee files.~~

~~1.154.6.127 Track employee progress, documenting promotions, recognitions, and violations.~~

~~1.154.6.128 Supporting the Human Resources Manager with employee investigations.~~

~~1.154.6.129 Assist with the completion of termination paperwork and assisting with exit interview.~~

~~1.154.6.130 Ensure that former employee files are maintained according to law.~~

Qualifications

~~1.154.6.131 High school diploma~~

~~1.154.6.132 Must be detailed oriented, with strong note taking; intermediate computer literacy of Microsoft Office software.~~

~~1.154.6.133 Effective with both oral and written communication.~~

~~15.1.14 IT Specialist~~

Duties

~~1.154.6.134 Maintain IT systems and functionality~~

~~1.154.6.135 Support IT projects including the set up of new workstations~~

~~1.154.6.136 Perform troubleshooting of IT issues~~

~~1.154.6.137 Maintain an IT inventory log (desktops, laptop, air cards, phones, etc.)~~

~~1.154.6.138 Manage all new employee accounts, and cancellation (change passwords).~~

~~1.154.6.139 Set up IT connection for meetings~~

~~1.154.6.140 Update staff distribution list.~~

Qualifications

~~1.154.6.141—Advanced computer literacy~~

~~1.154.6.142—Reliable transportation to multiple sites on a regular basis.~~

3.1 The Quality Control Plan will include, but not be limited to, the following:

3.2 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;

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

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

3.5 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.

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