



CONTRACT # MA-042-20010880

FOR

CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM
(Activity #2 – Flexible Housing Subsidy Funds)

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY UNITED WAY

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ATTACHMENTS

- Attachment A - Scope of Services
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D - Staffing Plan

EXHIBITS

~~Exhibit 1—OC Community Resources Contract Reimbursement Policy~~

Contract #MA-042-20010880
with
Orange County United Way
for
California Emergency Solutions and Housing Program

This Contract #MA-042-20010880 for California Emergency Solutions and Housing Program (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Orange County United Way, a private non-profit corporation in the State of California, with a place of business at 18012 Mitchell South, Irvine, CA 92614, DUNS Number 076064914, (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan

RECITALS

WHEREAS, Contractor and County are entering into this Contract for California Emergency Solutions and Housing Program under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide California Emergency Solutions and Housing Program services as further set forth in the Scope of Services, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on services/activities set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for said Services with the Contractor to carry out certain program services and activities during Fiscal Years 2019-20, FY 2020-21, and FY 2021-22.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, Attachments A, B, C, and D and Exhibit 1 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Intentionally left blank:**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent,

proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any 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, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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).

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

The policy or policies of insurance maintained by the 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, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Employee Dishonesty (if applicable)	\$100,000 per occurrence (limit Commensurate with exposure)

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 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* as Additional Insureds, or provide blanket coverage, which will state ***ASREQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad 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.

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

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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**.

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

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.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days 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, upon which the County may suspend or terminate this Contract.

If Contractor's Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or instruments of other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the County, or a Party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The 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 the Contractor's employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** 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 exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEEs harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The 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, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees or its agents or any combination of the three 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.

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

AA. Inspections and Audit:

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

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

C. AUDIT RESPONSE

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

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

by an amount not to exceed the reimbursement due COUNTY.

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

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

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval maybe required.

DD. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the

ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.
4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Public Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on December 1, 2019 and continue through July31, 2021, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1)additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$400,500, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment "C".
5. **Amendments - Changes/Extra Work:**
The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

7. Conditions Affecting Work:

The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title 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; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.

10. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. Project Manager, County

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or

rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

13. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines.

14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this

Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster

conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. **Non-Supplantation of Funds:**

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

23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

24. **Access and Records:**

A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor's activities, books, documents and papers (including computer records and emails) and to records of Contractor's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books,

documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

B. Record Management and Maintenance

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

B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to Client records are met at all times.

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

E. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

C. Liability. Contractor shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Contract.

25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

County of Orange Health Care Agency
Procurement & Contract Services
Contract Administrator
405 W 5th St, Ste. 600
Santa Ana, CA 92701

For Contractor:

Orange County United Way
18012 Mitchell South
Irvine, CA 92614
Attn: Project Manager

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each

party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

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Program Specific Terms and Conditions:

35. **Debarment:** Contractor hereby certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Notwithstanding anything to the contrary set forth in this Agreement, Contractor shall not engage in any activities that lead to its debarment or, suspension from performing services for the County or the United States government and shall not engage any Subcontractors that are now or hereafter debarred or suspended from performing services for County or the United States government.

36. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

37. Fiscal Accountability:

A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:

- i. Information pertaining to payments in accordance with the line items identified in Attachment C of this Contract;
- ii. Source documentation to support accounting records; and
- iii. Proper charging of costs and cost allocation.

B. **Contractor's Record:** Contractor's records shall be sufficient to:

- i. Permit preparation of required reports;
- ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
- iv. Permit tracking and reporting of leveraging as required.

C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

38. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

39. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

40. Payment Requirements:

If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be

terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

- A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Contractor attached hereto and incorporated herein by reference.
- B. County will reclaim any unused balance of funds for reallocation to other County approved projects.
- C. Payment of Project Activities:
 - 1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. In addition, Contractor will submit to County Project Manager a monthly performance report by the 15th of the month for the preceding month of services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.
 - 2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
 - 3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O "Insurance Requirements" of this Contract.
- E. Eligible costs related to services provided by Contractor must be incurred during the period beginning December 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including July 31, 2021.
- F. ADVANCE - Notwithstanding Paragraph 40.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County may advance to Contractor a portion of County's maximum obligation hereunder. Project Manager shall reduce the amount of monthly payments in the third, fourth, and fifth months by an equal amount of any advance payment, under Paragraph 40.C above, to recover any outstanding advance or part thereof. Such recovery may not

exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

41. **Modification of Budget:** Upon written approval of County shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

42. **Performance:**

Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.

43. **Contractor Personnel - Drug-Free Workplace:**

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

44. Publicity, Literature, Advertisements, and Social Media:

- A. 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.
- B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
 2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by County; and,
 4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

45. Lobbying: On the best information and belief, Contractor certifies that in connection with this Agreement, no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract. Contractor agrees to comply with the lobbying Laws and policies applicable to County and to assure that its officers and employees comply before any appearance before the County of Orange's Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before state or federal legislatures or the Board of Supervisors of the County of Orange.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: ORANGE COUNTY UNITED WAY

Print Name Title

Signature Date

Print Name Title

Signature Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name Deputy Purchasing Agent
Title

Signature Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Print Name Deputy County Counsel
Title

Signature Date

ATTACHMENT A-1**SCOPE OF SERVICES****1. Scope of Services Summary****A. Activities**

Orange County United Way ("Contractor") shall perform all services set forth herein. Contractor is responsible for administering the program as described as follows, in a manner satisfactory to the County of Orange ("County") and consistent with any standards required as a condition of providing the funds, including but not limited to Senate Bill (SB) 850, Section 4, Chapter 48, and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act 24 CFR Parts 91 and 576.

B. Program Description

Contractor's Flexible Housing Subsidy Funds program shall serve households experiencing literal homelessness by providing housing subsidies in addition to other benefits and services as provided by the WelcomeHomeOC Program. These services provide eligible participants connection to the most appropriate level of care and help secure and maintain permanent housing ("Program"). The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural staff and case managers to engage and guide underserved participants throughout the housing process.

C. Eligible Participants

Families and individuals experiencing homelessness. For the purposes of the Program, families and individuals are considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 578.3 and 576.2.

D. Use of Funds

Program funds shall be used to provide flexible housing subsidy funds as indicated in the California Health and Safety Code Chapter 2.8 Section 50490.4(a)(3) to establish or support the provision of rental subsidies in permanent housing to assist individuals and families experiencing homelessness. Funds used for purposes of the Program may support rental assistance, property owner incentives, holding fees, or housing stabilization services. Rental assistance provided from flexible housing subsidy funds shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current U.S. Department of Housing and Urban Development (HUD) Fair Market Rent for the local area, as determined pursuant to 24 CFR part 888.

E. Reporting

1. Contractor is required to submit reports as identified below in Section 2.C.
2. Contractor shall enter program data into the Homeless Management Information System (HMIS), adhere to all implementation guidelines developed under the Orange County Continuum of Care (CoC) and follow HMIS requirements and standards.
3. Contractor shall collaborate with County, utilize the Coordinated Entry System (CES) and

coordinate Program services with other Orange County CoC services and efforts.

2. Description of Services/Contractor Responsibilities

The Program shall meet County's need to provide flexible housing subsidy funds identified in this Contract to those experiencing homelessness, including individualized evaluation of needs, housing case management services and connection to resources.

A. Program Essential Requirements

Contractor shall:

1. Ensure that the Program will be in operation at minimum of Monday through Friday, eight (8) hours a day, and have a 24-hour contact available to County for emergency communication purposes.
2. Provide regional services to families and individuals experiencing homelessness in Orange County.
3. Provide intake assessments, case management and supportive services to confirmed eligible participants. Services will be determined as a result of the intake assessment and dependent upon the needs of the household.
4. Provide flexible housing subsidy funds to landlord on behalf of families and individuals experiencing homelessness to secure permanent housing, increased stability, and connections to community resources and mainstream benefits through the WelcomeHomeOC Program. These include:
 - a. Property owner signing bonuses and unit provision bonuses
 - b. Recruiting new property owners to participate in the Program
 - c. Property owner incentives, such as security deposits not to exceed two months of rent and holding fees while unit inspections are completed and participants move into housing.
 - d. Rental unit identification and acquisition, including property owner recruitment, management, and retention
 - e. Housing search, navigation, and placement
 - f. Holding fees should not exceed 60 days for any one specific rental unit or household searching for housing. The maximum of 60 days includes a maximum of 21 days for a rental unit not allocated to a household searching for housing. The holding fees can only be paid for days the rental unit is being held for a household being served through the Program.
 - g. Risk mitigation funds to property owners as needed
5. Provide housing stability case management services to eligible participants through County-approved subcontracted service providers to support program participants in achieving independent living and housing stability
6. Participant households assisted through this Program must secure permanent housing during the period of August 1, 2021, to July 31, 2022. Only housing stability case management may be provided from August 1, 2022 to June 30, 2023.
7. Maintain a case management ratio of one Case Manager to 25 participants (1:25) for Program quality of services, positive outcomes, and program efficacy.
8. Operate the Program in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
9. Coordinate with County agencies engaged with individuals experiencing homelessness, including but not limited to the Health Care Agency, Social Services Agency, and OC Community Resources; and engage local agencies, social services programs and volunteers to assist with Program services.

10. Utilize and participate in the County CES for families and individuals; meet CES requirements of 24 CFR part 576.400(d) or 24 CFR part 578.7(a)(8) and related HUD requirements. Contractor is to receive Participant referrals from the CES and, if needed, coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing Authorities. CES referrals will include people who are experiencing homelessness and completed the CES Assessment, provided needed verifications, and have been issued a federal housing choice voucher.

B. Administrative Management Requirements

Contractor shall:

1. Work in partnership with County and other partners to be a Good Neighbor to the surrounding community and be responsive to community concerns.
2. Work in partnership with County and other partners to market the Program and communicate the benefits of the Program.
3. Take appropriate action for behavioral and medical health emergencies.
4. Operate, maintain, coordinate and staff the resources of the Program.
5. Provide supplies and equipment for the ongoing operations of the Program as needed.
6. Track Program costs and ensure they are eligible for payment.
7. Review all billings and assure Program payments are timely, if applicable.
8. Provide training and direction on Program services to staff, engaged community groups and volunteers, as needed.
9. Complete reports on eligible Program activities, unduplicated individuals served and costs of operation, as requested by County.
10. Coordinate with County agencies and community-based organizations on administrative functions such as Program operations meetings, monitoring and requested documentation, as necessary and appropriate.

C. Program Performance Measures

Performance criteria shall be used to assess the level of performance of Contractor and considered by County when determining future funding. In order to be considered in compliance with the performance criteria, Contractor must submit to County a request for reimbursement which demonstrates that Contractor has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director. Failure to achieve performance may cause any remaining balance in this Contract to be reclaimed by County and may negatively affect future funding to Contractor.

The table below itemizes the performance criteria the Contract will be measured against. County will also monitor performance using the available HMIS reports pertaining to the Program. For the life of the Contract, Contractor shall meet or exceed the following performance metrics:

<u>Flexible Housing Subsidy Funds Performance Metrics</u>	
<u>10</u>	<u>Minimum number of recruited landlords or property owners to participate in the Program</u>
<u>14</u>	<u>Minimum unduplicated number of households experiencing homelessness to be served</u>

<u>14</u>	<u>Minimum unduplicated number of unsheltered households experiencing homelessness to be served</u>
<u>45</u>	<u>Average length time (in days) enrolled in the Program before participant secures permanent housing</u>
<u>95%</u>	<u>Minimum % of households who will remain in permanent housing at Program exit</u>
<u>95%</u>	<u>Of those that exit to permanent housing, a minimum % of households who remain in permanent housing after six (6) months of Program exit</u>

1. HMIS Data Activities

Contractor and County-approved subcontracted service provider partners shall enter data directly into the HMIS system and adhere to all implementation guidelines developed under the Orange County CoC's HMIS Policies and Procedures. Participation includes, but is not limited to, the input of all programmatic and participant data, the generation of all mandated monthly and close-out reports.

- a. Contractor and County-approved subcontracted service provider partners shall input the collected data no more than the required number of calendar days after date of program entry as set forth by the Orange County CoC's HMIS Policies and Procedures.
- b. Contractor and County-approved subcontracted service provider partners' services rendered to participants shall be entered into HMIS within the required number of calendar days from date of service as set forth by the HMIS Policies and Procedures.
- c. Contractor shall update status for participants who exit from Program in HMIS within the required calendar days of the actual exit date as set forth by the HMIS Policies and Procedures.
- d. Contractor shall maintain access to HMIS to provide oversight to County-approved subcontracted service provider partners.

2. Reporting

Contractor is required to submit monthly County-approved reports in a format acceptable to County by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. These reports shall include, but are not limited to, the following:

- a. Number of households and persons experiencing homelessness served
- b. Number of households and persons experiencing unsheltered homelessness served
- c. The average length of time spent experiencing homeless before Program enrollment
- d. The average length of time (in days) enrolled in the Program before participant secures permanent housing
- e. The length of time served during Program enrollment
- f. The number of households and persons exiting the Program to permanent housing
- g. The number of households and persons that return to homelessness after exiting the Program
- h. Tracking log of activities and timeframes associated with holding fees provided through the Program.
- i. Units of services
- j. Additional program-level data as required by County to meet other applicable reporting or audit requirements

3. Technical Assistance and Monitoring

County shall actively partner with Contractor to provide technical assistance, proactively resolve issues, and monitor the Program activities selected to ensure compliance with State and County requirements at least once during the grant period.

- a. County will monitor the performance of Contractor based on the performance measures outlined in the Contract and aligned with eligible Program activities, HMIS data reporting, other performance and financial reports and federal standards. In the event that performance consistently remains below the minimum requirement thresholds of the performance criteria in Sections 2.A. and 2.C., Contractor shall develop and submit performance improvement plans for County to evaluate.
- b. If County determines that Contractor falsified any certification, application information, financial, or contract report, Contractor shall be required to reimburse the full amount of the grant award to County and may be prohibited from any further participation in County contracts.
- c. As requested by County, Contractor shall submit all monitoring documentation necessary to ensure that Contractor is in continued compliance with Contract requirements. Documentation requirements and the submission deadline shall be provided by County at the time such information is requested from Contractor.

3. Contractor's Additional Responsibilities

- A. Contractor acknowledges that it is required to collaborate with the Orange County CoC, CES and other homeless services agencies.
- B. Contractor shall comply with all federal, State of California and local laws and regulations including funding source requirements.
- C. Contractor shall partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions should a medical need or emergency arise. Contractor staff will be provided with additional emergency contact numbers. Contractor shall train all staff of the Program on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

~~ATTACHMENT A~~

~~1. Scope of Services Summary~~

~~Contractor shall perform all services set forth herein; and is responsible for administering the program funded with the California Emergency Solutions and Housing Program ("CESH") funds, as described as follows, in a manner satisfactory to the County of Orange and consistent with any standards required as a condition of providing CESH funds including but not limited to SB 850, Section 4, Chapter 48, and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act 24 CFR Parts 91 and 576.~~

~~The State of California Department of Housing and Community Development (HCD) administers CESH funding to implement activities that address the needs of individuals and families experiencing homelessness and assist them to regain stability in permanent housing as quickly as possible.~~

~~For the purposes of the Program, CESH funds are designated to the following prioritized activities:~~

- ~~1. Rental assistance, housing relocation and stabilization services;~~
- ~~2. Operating subsidies and flexible housing subsidy funds; and~~
- ~~3. Operating support for emergency housing interventions, including, but not limited to, Navigation Centers, Street Outreach Services, and Shelter Diversion.~~

~~A. Program Description—Summary~~

~~Contractor's CESH Flexible Housing Subsidies program shall serve a minimum of 33 households experiencing literal homelessness with housing subsidies through the Welcome Home OC Program. These services provide eligible participants connection to the most appropriate level of care and to help secure and maintain permanent housing.~~

~~B. Eligible Participants~~

~~Individuals and families experiencing homelessness or at risk of homelessness. Assistance is prioritized to homeless households over households at risk of homelessness. For the purposes of the Program, families/individuals are considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Part 578.3 and 576.2.~~

~~C. Use of Funds~~

~~CESSH funds will be used to provide flexible housing subsidy funds as indicated in the California Health and Safety Code Chapter 2.8 Section 50490.4(a)(3), including, but not limited to, the following:~~

~~Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.~~

~~Rental assistance provided from flexible housing subsidy funds shall not exceed 48 months for each assisted household, and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888. Operating subsidies from flexible housing subsidy funds shall be in the form of 15-year capitalized operating reserves for new or existing affordable permanent housing units for homeless individuals and/or families.~~

~~For purposes of this Contract and in accordance with applicable laws and regulations, funds may be used for the following, including but not limited to:~~

- ~~A. Rental Unit Incentives~~
- ~~B. Rental Unit Identification and Acquisition~~
- ~~C. Housing Search, Navigation, and Placement~~
- ~~D. Vacancy Payments~~
- ~~E. Mitigation Funds~~
- ~~F. Housing Stability Case Management~~

~~**2. Contractor Programmatic Responsibilities/ Description of Services**~~

In addition to the administrative services required as part of the Contract, and the Scope of Services, which is incorporated as if fully set herein, the Contractor agrees to provide the following:

A. Program Essential Requirements

~~The Program shall meet the County's need to provide flexible housing subsidy funds identified in this Contract to those experiencing homelessness through evaluation of needs and connection to resources.~~

- ~~1. Contractor shall provide regional services to families and individuals experiencing homelessness in Orange County.~~
- ~~2. Contractor shall provide flexible housing subsidies to individuals and families experiencing homelessness to secure permanent housing, increased stability, and connections to community resources and mainstream benefits through the Welcome Home OC Program. These include:

 - ~~a. Property owner signing bonuses and unit provision bonuses~~
 - ~~b. Rental unit identification and acquisition, including property owner recruitment, management, and retention (salaries and benefits)~~
 - ~~c. Housing search, navigation, and placement (salaries and benefits)~~
 - ~~d. Vacancy payments~~
 - ~~e. Mitigation funds~~
 - ~~f. Housing stability case management services through County-approved subcontracted service providers~~~~
- ~~3. Contractor shall serve a minimum of 33 households experiencing homelessness for the term of this Contract. Performance goals and thresholds are itemized in Section 2.B., with reporting and data requirements listed in Section 3 of this Scope of Services.~~
- ~~4. Contractor shall utilize and participate in the County Coordinated Entry System (CES) for families and individuals; meet CES requirements of 24 CFR part 576.400(d) or 24 CFR part 578.7(a)(8) and related HUD requirements.~~

B. Program Performance Measures

~~Performance criteria shall be used to assess the level of performance of the Contractor and considered by the County when determining future funding. In order to be considered in compliance with the performance criteria, the Contractor must submit to the County a request for reimbursement which demonstrates that Contractor has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director.~~

~~Failure to achieve performance may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Contractor.~~

~~The table below itemizes the performance criteria the Contract will be measured against. The County will also monitor performance using the available Homeless Management Information System (HMIS) reports pertaining to the Program. For the life of the Contract, Contractor shall meet or exceed the following performance metrics:~~

Flexible Housing Subsidy Funds

33	Total unduplicated number of households experiencing homelessness to be served
20	Total unduplicated number of unsheltered households experiencing homelessness to be served
150	Average length of homelessness (in days) before entry into the program
33	Total number of households who will enter the program to permanent housing
0	Total number of households that return to homelessness after exiting program
33	Total number of households who remain in permanent housing
100%	% of households will move into permanent housing at project exit

C. Minimum Requirement Thresholds

The following "Performance and Expenditure Threshold" criteria shall be used to assess the level of performance of the Contractor. Furthermore, the criteria will be considered when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Contractor must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Contractor has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director.

*Milestone Date	Minimum Required Expenditure and Performance Thresholds Contract Term: December 1, 2019 through July 31, 2021
June 1, 2020	35% of Contracted Amount Expended
June 1, 2020	35% of Proposed Accomplishments Met
September 1, 2020	50% of Contracted Amount Expended
September 1, 2020	50% of Proposed Accomplishments Met
January 1, 2021	70% of Contracted Amount Expended
January 1, 2021	70% of Proposed Accomplishments Met
May 31, 2021	80% of Contracted Amount Expended
May 31, 2021	80% of Proposed Accomplishments Met

*The required milestone dates are established to comply with state requirements.

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Contractor. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Contractor.

3. Contractor's Administrative Responsibilities

A. HMIS Data Activities

Contractor and County-approved subcontracted service provider partners shall enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care's Homeless Management System (HMIS). Participation includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports.

- ~~1. Contractor and County-approved subcontracted service provider partners must input the collected data no more than the required number of calendar days after date of program entry as set forth by the Continuum of Care's HMIS Policies and Procedures.~~
- ~~2. Contractor and County-approved subcontracted service provider partners' services rendered to clients must be entered into HMIS within the required number of calendar days from date of service as set forth by the HMIS Policies and Procedures.~~
- ~~3. Contractor's clients who exit from Program must have updated status in HMIS within the required calendar days of the actual exit date as set forth by the HMIS Policies and Procedures.~~
- ~~4. Contractor will be given access to HMIS to provide oversight to County-approved subcontracted service provider partners.~~

~~B. Reporting~~

~~Contractor is required to submit monthly County-approved reports in a format acceptable to County by the fifteenth (15th) day of the following month of services rendered, unless otherwise approved by County. These reports shall include, but are not limited to:~~

- ~~1. Contractor shall report eligible activities and data sets such as

 - ~~a. Number of homeless households and persons served~~
 - ~~b. Number of unsheltered homeless households and persons served~~
 - ~~c. The average length of time spent as homeless before entry into the program~~
 - ~~d. The length of time served during program enrollment~~
 - ~~e. The number of homeless households and persons exiting the program to permanent housing~~
 - ~~f. The number of households and persons that return to homelessness after exiting the program~~
 - ~~g. Units of services~~
 - ~~h. Program and operational costs and activities~~
 - ~~i. Additional program-level data as required by County to meet other applicable reporting or audit requirements~~~~
- ~~2. Contractor and County-approved subcontracted service provider partners will also be required to enter the data into HMIS prior to approval of monthly invoices.~~
- ~~3. Data and due dates for the monthly reports will be items mutually agreed upon with the County and includes data collected through HMIS and the ArcGIS Survey 123 smartphone application or comparable outreach tool and database.~~

~~C. Technical Assistance and Monitoring~~

- ~~1. County shall actively partner with Contractor to provide technical assistance, proactively resolve issues, and monitor the program activities selected to ensure compliance with State and County requirements at least once during the grant period.~~
- ~~2. County will monitor the performance of the Contractor according to the terms of this Contract and when County deems appropriate.~~
- ~~3. County will monitor the performance of Contractor based on the performance measures outlined in the Contractor's RFP and aligned with CESH eligible activities, data reporting, other monthly performance and financial reports and ESG standards for rapid rehousing. In the event that performance consistently remains below the minimum requirement thresholds of the performance criteria in sections 2.B. and 2.C. of this Attachment, the Contractor will develop and submit performance improvement plans for County to evaluate.~~
- ~~4. If it is determined that Contractor falsified any certification, application information, financial, or contract report, the Contractor shall be required to reimburse the full~~

~~amount of the CESH award to the County, and may be prohibited from any further participation in the CESH program.~~

~~5. As requested by County, the Contractor shall submit all CESH monitoring documentation necessary to ensure that Contractor is in continued compliance with State and County requirements. Such documentation requirements and the submission deadline shall be provided by County at the time such information is requested from the Contractor.~~

~~D. Contractor acknowledges that they are required to collaborate with Orange County Continuum of Care and other homeless services agencies, including the participation of the Coordinated Entry system for flexible housing subsidy funds and services, as applicable.~~

~~E. Contractor shall comply with all State of California and local regulations including all requirements, and regulations of the CESH Program, as applicable.~~

~~F. Contractor shall partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Contractor staff will be provided with additional emergency contact numbers. All Contractor staff of the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.~~

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Exhibit B-1 Payment/Compensation

1. **COMPENSATION:**

This is a cost reimbursement Contract between the County and the Contractor as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. **PAYMENT TERMS:**

An invoice for activities/services shall be submitted to the address specified below upon the completion of the activities/services and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice, in a format acceptable to the County of Orange and verified and approved HCA subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor. Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. Invoice(s) are to be sent to:

Orange County Health Care Agency
 405 W. 5th St. Suite 600
 Santa Ana, CA 92701
csinvoices@ochca.com

4. **INVOICING INSTRUCTIONS:**

The Contractor will provide a monthly invoice on Contractor's letterhead for services rendered. Each invoice will include the following information:

1. A unique invoice number without spaces or dashes
2. A description of services provided
3. Total amount claimed
4. The invoice is for services provided within the contract period
5. The invoice is billing the County of Orange or Health Care Agency or both
6. Contractor's name
7. Contractor remittance address

8. Contractor letterhead
9. Date
10. Expenditure and Revenue (E&R) Report

ATTACHMENT C-1**BUDGET SCHEDULE****Orange County United Way – CESH Activity #2 Flexible Housing Subsidy Funds**

<u>PROGRAM COSTS</u>	
<u>Salaries and Benefits</u>	<u>\$194,400.00</u>
<u>Services & Supplies</u>	<u>\$122,600.00</u>
<u>Subcontractors</u>	<u>\$333,500.00</u>
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$650,500.00</u>
<u>TOTAL COSTS</u>	<u>\$650,500.00</u>

ATTACHMENT C**~~Budget Schedule—~~****~~Orange County United Way~~****~~CESH Program: Contract Term December 1, 2019 – July 31, 2021~~**

Budget Funds Orange County United Way—Flexible Housing Subsidy Funds Services	
Operating Costs	Funds Requested
Salaries and Benefits for Rental Unit Identification and Acquisition, Housing Search, Navigation, and Placement	\$130,500
Rental Unit Incentives—Property Owner Bonuses	\$25,000
Vacancy Payments	\$15,500
Mitigation Funds	\$15,000
Housing Stability Case Management (Subcontracted)	\$214,500
Total	\$400,500

ATTACHMENT D-1**STAFFING PLAN****Orange County United Way – CESH Activity #2 Flexible Housing Subsidy Funds**

	<u>FTE</u>
<u>PROGRAM</u>	
<u>Evaluation Specialist</u>	<u>0.16</u>
<u>WHOC Program Specialist</u>	<u>0.60</u>
<u>SUBTOTAL PROGRAM</u>	<u>0.76</u>
<u>TOTAL</u>	<u>0.76</u>

***FTE = Full-Time Equivalent**

Project Manager will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract.

The substitution or addition of staff/key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

County reserves the right to involve other staff/key personnel, as their services are required. The specific staff/key personnel shall be assigned based on the need and time of the service/class required. Assignment of additional staff/key personnel is subject to County approval.

ATTACHMENT D**Staffing Plan: Orange County United Way****Project Title: CESH Rental Assistance, Housing Relocation and Stabilization**

<u>FTE</u>	<u>Title</u>	<u>Activity</u>	<u>Description</u>
<u>1.00</u>	<u>Welcome Home OC Program Manager</u>	<u>FHSF</u>	<u>Direct program implementation of Welcome Home OC including housing search, navigation and placement; oversees housing matches made; serves as liaison for owners and property managers and works with nonprofit service providers; reports to Director, United to End Homelessness.</u>
<u>0.50</u>	<u>Director, Community Engagement</u>	<u>FHSF</u>	<u>Rental unit identification and acquisition, property owner recruitment, management and retention; reports to Vice President, Donor Relations.</u>

0.05	Chief Executive Officer	FHSF	Provides program oversight and direction; reports to Board of Directors.
0.25	Director, United to End Homelessness	FHSF	Provides technical expertise and direction; manages Welcome Home OC; reports to CEO.
0.06	Grants and Program Data Manager	FHSF	Manages grant administration, evaluation systems, and reporting; reports to Director, Community Investments and Evaluation.

*FTE = Full-Time Equivalent

~~Project Manager will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract.~~

~~The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the County Project Manager.~~

~~The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.~~