

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5
6 ~~ILLUMINATION FOUNDATION~~
7 MERCY HOUSE LIVING CENTERS
8 FOR THE PROVISION OF HOUSING
9 ~~SUPPORT PROGRAM~~ BRINGING FAMILIES HOME SERVICES

10
11 This AGREEMENT, entered into this 1st day of July ~~2019~~^{1, 2020}, which date is
12 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,
13 hereinafter referred to as "COUNTY," and ~~ILLUMINATION FOUNDATION~~MERCY HOUSE
14 LIVING CENTERS, a California non-profit corporation, ~~qualified to transact business in the State~~
15 ~~of California~~, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered
16 by the County of Orange Social Services Agency Director or designee, hereinafter referred to as
17 "ADMINISTRATOR."

18
19 WITNESSETH:

20
21 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
22 ~~Housing Support Program (HSP) Services~~ Bringing Families Home services; and

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

25 WHEREAS, such services are authorized and provided for pursuant to ~~California~~
26 ~~Assembly Bill (AB) 1603 (Chapter 25, statutes of 2016) and Welfare and Institutions Code (WIC)~~

Section 11200 et seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997 and Senate Bill (SB) 855 (Chapter 29, Statutes of 2014).16523.

~~NOW, THEREFORE, IT IS MUTUALLY~~ACCORDINGLY, THE PARTIES AGREED

AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2019~~2020, and terminate on June 30, ~~2020~~2022, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting ~~and accounting.~~, and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights

1 and/or privileges of COUNTY employees, and shall not be considered in any manner to be
2 COUNTY employees.

3 4. DESCRIPTION OF SERVICES

4 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
5 supplies, as described in the Exhibit A to the Agreement between County of Orange and
6 ~~Illumination Foundation~~ Mercy House, for the Provision of ~~HSP~~ Housing Support Program
7 Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate
8 continuously throughout the term of this Agreement with the number and type of staff described
9 and as required for provision of services hereunder.

10 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
11 changes in staffing allocations to reflect current workload demands or service needs as long as
12 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

13 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
14 staff to attend an orientation session and subsequent training sessions given by COUNTY.

15 5. LICENSES AND STANDARDS

16 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of
17 this Agreement, who are subject to individual registration and/or licensing requirements, have all
18 necessary licenses and permits required by the laws of the United States, State of California
19 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
20 agencies to perform the services described in this Agreement, and agrees to maintain, and require
21 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
22 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
23 such laws and licensure requirements, including, without limitation, compliance with laws
24 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
25 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
26 becoming expired, inactive, etc.).

27 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
28

1 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
 2 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
 3 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; ~~Title~~
 4 ~~48 CFR Section 31.2;~~ and all applicable laws and regulations of the United States, State of
 5 California, County of Orange, and County of Orange Social Services Agency, and all
 6 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
 7 or be hereafter amended.

8 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
 9 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
 10 federal financial assistance programs and/or activities.

11 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

12 6.1 Delegation and Assignment

13 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
 14 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
 15 written consent of COUNTY. Any attempted delegation or assignment without prior written
 16 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
 17 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
 18 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
 19 benefits under the terms of this Agreement requiring COUNTY approval.

20 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
 21 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
 22 for the provision of services under the Agreement.

23 6.2 Change of Ownership

24 CONTRACTOR agrees that if there is a change or transfer in ownership of
 25 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
 26 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
 27 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
 28

1 Agreement and complete them to the satisfaction of COUNTY.

2 7. SUBCONTRACTS

3 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
4 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
5 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
6 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
7 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
8 ADMINISTRATOR may require.

9 7.1.1 Subcontracts of \$50,000 or less

10 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
11 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
12 by CONTRACTOR when the cumulative total cost of the services to be provided by any
13 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this
14 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of
15 providing services or the usual and customary charges established by the organization(s) providing
16 the services.

17 7.1.2 Subcontracts in excess of \$50,000

18 7.1.2.1 CONTRACTOR shall develop and submit for approval to
19 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
20 the total cumulative cost of services provided by any single organization is anticipated to exceed
21 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed
22 procurement system shall take into consideration such factors as: degree of price competition;
23 pricing policies and techniques; experience and quality of service; methods of evaluating
24 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,
25 award, and post-award management of subcontracts, including internal audit procedures and
26 monitoring of subcontractor's performance until completion of services.

27 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
28

1 proposed procurement system, CONTRACTOR shall comply with such procurement system in
 2 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the
 3 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written
 4 consent prior to entering into a subcontract with any organization when the total cumulative cost
 5 of services to be provided by that organization is anticipated to exceed fifty thousand dollars
 6 (\$50,000) during the term of this Agreement.

7 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
 8 maintain accurate and complete financial records related to services provided under the terms of
 9 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
 10 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
 11 until any pending audit is completed.

12 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

13 8.1 Form of Business Organization

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

17 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
 18 partnership, corporation, etc.

19 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
 20 of ownership or otherwise, to any parent organization or individual.

21 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
 22 subsidiary business organization or to any individual who may be providing services, supplies,
 23 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
 24 under this Agreement.

25 8.2 Change in Form of Business Organization

26 If, during the term of this Agreement, the form of CONTRACTOR's business
 27 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
 28

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

5 8.3 Name Change

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

11 9. NON-DISCRIMINATION

12 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
13 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
14 services or benefits, assignment of accommodations, treatment, evaluation, employment of
15 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
16 ancestry, physical disability, mental disability, medical condition, genetic information, marital
17 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
18 status, or any other protected group, in accordance with the requirements of all applicable federal
19 or State laws.

20 9.2 CONTRACTOR shall furnish any and all information requested by
21 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
22 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
23 9 et seq.

24 9.3 Non-Discrimination in Employment

25 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
26 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
27 Department of Labor regulations (Title 41 CFR Part 60).
28

1 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
2 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
3 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
4 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
5 gender expression, age, sexual orientation, military and veteran status, or any other protected
6 group, in accordance with the requirements of all applicable federal or State laws. Notices
7 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
8 for employees and job applicants.

9 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
10 formal discrimination complaint to:

11 California Department of Fair Employment

12 2218 Kausen Drive, Suite 100

13 Elk Grove, CA 95758

14 Telephone: (800) 884-1684

15 (800) 700-2320 (TTY)

16 9.4 Non-Discrimination in Service Delivery

17 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
18 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
19 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
20 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
21 amended; California Civil Code Section 51 et seq., as amended; California Government Code
22 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
23 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
24 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
25 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
26 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
27 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
28

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

9 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
10 complaint any and all information as appropriate:

11 9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
12 (PUB 13)

13 9.4.2.2 Discrimination Complaint Form

14 9.4.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

25 P.O. Box 944243, M.S. 15-70

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
San Francisco, CA 94102

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

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

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

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (*SSA Contractor and Vendor Compliance page*)

10. NOTICES

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

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

CONTRACTOR: ~~Illumination Foundation~~ Mercy House
~~1091 N. Batavia St.~~
~~Orange~~ PO Box 1905
Santa Ana, CA ~~92867~~ 92702

~~10.2~~ All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this

1 Agreement addressed in any other fashion shall be deemed not given. The parties each may
 2 designate by written notice from time to time, in the manner aforesaid, any change in the address
 3 to which notices must be sent.

4 11. NOTICE OF DELAYS

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

9 12. INDEMNIFICATION

10 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
 11 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
 12 their elected and appointed officials, officers, employees, agents, and those special districts and
 13 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
 14 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
 15 including, but not limited to, personal injury or property damage arising from or related to the
 16 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
 17 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
 18 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
 19 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
 20 Neither party shall request a jury apportionment.

21 13. INSURANCE

22 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
 23 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
 24 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
 25 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
 26 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
 27 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
 28

1 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
2 CONTRACTOR.

3 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
4 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
5 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
6 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
7 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
8 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
9 requirements to every subcontractor and to receive proof of insurance prior to allowing any
10 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
11 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
12 reasonable time.

13 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
14 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
15 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
16 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
17 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
18 provision(s) in the Agreement, agrees to all of the following:

19 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
20 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
21 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
22 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
23 same; and

24 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
25 irrespective of any duty to indemnify or hold harmless; and

26 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
27 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
28

1 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
2 insured.

3 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
4 term of this Agreement, COUNTY may terminate this Agreement.

5 13.5 Qualified Insurer

6 13.5.1 The policy or policies of insurance must be issued by an insurer with a
7 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
8 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
9 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
10 in the state of California (California Admitted Carrier).

11 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
12 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
13 the company's performance and financial ratings.

14 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
15 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
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

26 13.8 Required Coverage Forms

27 13.8.1 Commercial General Liability coverage shall be written on Insurance
28

1 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
2 broad.

3 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
4 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

5 13.9 Required Endorsements

6 13.9.1 Commercial General Liability policy shall contain the following
7 endorsements, which shall accompany the Certificate of Insurance:

8 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04
9 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
10 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
11 state AS REQUIRED BY WRITTEN CONTRACT.

12 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
13 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
14 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
15 contributing.

16 13.9.2 The Network Security and Privacy Liability policy shall contain the
17 following endorsements which shall accompany the Certificate of Insurance.

18 13.9.2.1 An Additional Insured endorsement naming the County of Orange,
19 its elected and appointed officials, officers, agents and employees as Additional Insureds for its
20 vicarious liability.

21 13.9.2.2 A primary and non-contributing endorsement evidencing that the
22 CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
23 County of Orange shall be excess and non-contributing.

24 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
25 endorsement waiving all rights of subrogation against the County of Orange, its elected and
26 appointed officials, officers, agents and employees or provide blanket coverage, which will state
27 AS REQUIRED BY WRITTEN CONTRACT.
28

1 13.11 All insurance policies required by this Agreement shall waive all rights of
2 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
3 employees when acting within the scope of their appointment or employment.

4 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
5 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
6 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
7 a material breach of the contract, upon which the COUNTY may suspend or terminate this
8 Agreement.

9 13.13 If CONTRACTOR’s Network Security & Privacy Liability policy is a “claims
10 made” policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
11 coverage for two (2) years following completion of this Agreement.

12 13.14 The Commercial General Liability policy shall contain a severability of interests
13 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

14 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
15 Paragraph 10 of this Agreement.

16 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
17 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
18 award may be made to the next qualified proponent.

19 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
20 decrease insurance of any of the above insurance types throughout the term of this Agreement.
21 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
22 appropriate to adequately protect COUNTY.

23 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
24 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
25 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
26 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
27 COUNTY shall be entitled to all legal remedies.

1 13.19 The procuring of such required policy or policies of insurance shall not be construed
2 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
3 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
4 available from the insurer.

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

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

8 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
9 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
10 under this Agreement. While CONTRACTOR is required to provide this information without
11 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
12 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

13 14.2 Any accident or incident relating to services performed under this Agreement that
14 involves injury or property damage which may result in the filing of a claim or lawsuit against
15 CONTRACTOR and/or COUNTY.

16 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
17 relating to services performed by CONTRACTOR under this Agreement.

18 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

19 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
20 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
21 Agreement.

22 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
23 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
24 of service location or jurisdiction.

25 15. CONFLICT OF INTEREST

26 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
27 or conditions that could result in a conflict with COUNTY interests. In addition to the
28

1 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
 2 subcontractors associated with the provision of goods and services provided under this Agreement.
 3 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
 4 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
 5 entertainment, payments, loans, or other considerations which could be deemed to influence or
 6 appear to influence COUNTY staff or elected officers in the performance of their duties.

7 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
 8 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
 9 Agreement performance. While CONTRACTOR will be required to provide this information
 10 without prompting from COUNTY any time there is a change regarding conflict of interest,
 11 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

12 16. ANTI-PROSELYTISM PROVISION

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

17 17. SUPPLANTING GOVERNMENT FUNDS

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

26 18. EQUIPMENT

27 18.1 All items purchased with funds provided under this Agreement, or which are
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1 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
2 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
3 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
4 Equipment is limited to the performance of this Agreement. Upon the termination of this
5 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
6 COUNTY or its representatives, or dispose of them in accordance with the directions of
7 ADMINISTRATOR.

8 CONTRACTOR further agrees to the following:

9 18.1.1 To maintain all items of Capital Equipment in good working order and
10 condition, normal wear and tear excepted.

11 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
12 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
13 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
14 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

15 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
16 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
17 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

18 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
19 any and all Capital Equipment purchased under this Agreement, in the amount of the full
20 replacement value thereof, providing protection against the classification of fire, extended
21 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
22 parties' interests as they appear.

23 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
24 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
25 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
26 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
27 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
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1 prior written approval has not been obtained from ADMINISTRATOR.

2 18.3 Personal Computer Equipment

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

10 19. BREACH SANCTIONS

11 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
12 conditions of this Agreement shall be a material breach of this Agreement. In such event,
13 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
14 available at law, in equity, or otherwise specified in this Agreement:

15 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
16 which period shall be established by ADMINISTRATOR; and/or

17 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
18 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
19 and/or

20 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
21 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

22 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
23 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

24 20. PAYMENTS

25 20.1 Maximum Contractual Obligation

26 The maximum obligation of COUNTY under this Agreement shall ~~be not exceed~~
27 the amount of \$1,000,000~~266,870~~, or actual allowable costs, whichever is less. The estimated
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1 annual amount for each twelve (12) month period is as follows:

2 20.1.1 \$633,435 for July 1, 2020 through June 30, 2021; and

3 20.1.2 \$633,435 for July 1, 2021 through June 30, 2022;

4 20.2 Allowable Costs

5 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
6 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
7 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,
8 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will
9 be incurred by CONTRACTOR for June ~~2020,2021~~ and June 2022 during the month of such
10 anticipated expenditure.

11 20.3 Claims

12 20.3.1 CONTRACTOR shall submit monthly claims to be received by
13 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
14 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
15 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
16 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
17 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
18 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
20 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
21 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
22 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
23 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
24 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
25 shall retain all financial records in accordance with Paragraph 26 of this Agreement.

26 20.3.3 Payments should be released by COUNTY within a reasonable time period
27 of approximately thirty (30) days after receipt of a correctly completed claim form and required
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1 supporting documentation.

2 20.3.4 Year-End and Final Claims

3 20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY
4 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
5 Paragraph 1, by no later than August ~~30, 2020~~-30th of each corresponding COUNTY fiscal year.
6 Claims received after August 30th of each corresponding COUNTY fiscal year may, at
7 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
8 date upon which the final claim per each COUNTY fiscal year must be received, upon written
9 notice to CONTRACTOR.

10 20.3.4.2 The basis for final settlement shall be the actual allowable costs as
11 defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to
12 this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any
13 overpayment has been made, COUNTY may offset the amount of the overpayment against the
14 final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay
15 COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein
16 shall be construed as limiting the remedies of COUNTY in the event an overpayment has been
17 made.

18 ~~20.3.5 Seventy-Five Percent Authorization Notification:~~

19 ~~CONTRACTOR shall maintain a system of record keeping that will allow~~
20 ~~CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract~~
21 ~~authorizations under this Agreement. Upon occurrence of this event, CONTRACTOR shall send~~
22 ~~written notification to ADMINISTRATOR.~~

23 21. OVERPAYMENTS

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

9 22. OUTSTANDING DEBT

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

13 23. PROGRAM INCOME

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

18 23.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program
 19 Income;

20 23.2 Set up and maintain a separate bank account for any proposed Program Income and
 21 account for any and all such income received; and

22 23.3 Report to ADMINISTRATOR any and all Program Income received no later than
 23 thirty (30) days from the date of receipt, record the amount received on internal financial records,
 24 and indicate the amount received on the monthly claim submitted to ADMINISTRATOR.

25 23.4 ADMINISTRATOR will then forward the plan for the requested use of the
 26 proposed Program Income to the appropriate State and/or federal agencies for approval.

27 23.5 CONTRACTOR shall not spend any of the proposed Program Income unless or
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1 until such time as ADMINISTRATOR obtains authorization for the use of the Program Income
 2 from the responsible State and/or federal agency and provides CONTRACTOR with prior written
 3 approval for the use of the funds.

4 23.6 ADMINISTRATOR may issue future policy statements and/or instructions with
 5 respect to Program Income. CONTRACTOR shall immediately comply with such policy
 6 statements and/or instructions.

7 ~~23.24.~~ FINAL REPORT

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

13 ~~24.25.~~ INDEPENDENT AUDIT

14 ~~24.125.1~~ CONTRACTOR shall employ a licensed certified public accountant who
 15 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related
 16 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
 17 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
 18 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
 19 the aforementioned regulations for any year covered during the term of this Agreement,
 20 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
 21 CONTRACTOR's financial statements. The audit must be performed in accordance with
 22 generally accepted government auditing standards. CONTRACTOR shall cooperate with
 23 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
 24 months after issuance of all audit reports with regard to audit exceptions.

25 ~~24.225.2~~ It is mutually understood that CONTRACTOR's yearly fiscal cycle covers
 26 July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR ~~its~~ copies of
 27 organization-wide audits for each of the fiscal cycles corresponding with the term of this
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1 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of
 2 CONTRACTOR's receipt.- Failure of CONTRACTOR to comply with this Paragraph shall be
 3 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement
 4 with CONTRACTOR until such time as the required audit—~~is(s)~~ are provided to
 5 ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission
 6 deadline upon notice to CONTRACTOR.

7 ~~25.26.~~ RECORDS, INSPECTIONS, AND AUDITS

8 ~~25.1.26.1~~ Financial Records

9 ~~25.1.26.1.1~~ 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
 10 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
 11 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
 12 State, and federal audits are completed, whichever is later.

13 ~~25.1.26.1.2~~ 26.1.2 CONTRACTOR shall establish and maintain reasonable
 14 accounting, internal control, and financial reporting standards in conformity with generally
 15 accepted accounting principles established by the American Institute of Certified Public
 16 Accountants and to the satisfaction of ADMINISTRATOR.

17 ~~25.2.26.2~~ Client Records

18 ~~25.2.26.2.1~~ 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete
 19 records of clients served and dates and type of services provided under the terms of this Agreement
 20 in a form acceptable to ADMINISTRATOR.

21 ~~25.2.26.2.2~~ 26.2.2 CONTRACTOR shall keep all COUNTY data provided to
 22 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the
 23 date of final payment under this Agreement, or until all pending COUNTY, State, and federal
 24 audits are completed, whichever is later. These records shall be stored in Orange County, unless
 25 CONTRACTOR requests and COUNTY provides written approval for the right to store the
 26 records in another county. Notwithstanding anything to the contrary, upon termination of this
 27 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY
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1 in accordance with Subparagraph 42.2.

2 ~~25.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are
3 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined
4 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment
5 as an overpayment within the provisions of this Agreement.

6 ~~25.3~~26.3 Public Records

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

10 ~~25.4~~26.4 Inspections and Audits

11 ~~25.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller
12 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,
13 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized
14 representatives, shall have access to any books, documents, papers, and records, including medical
15 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement.
16 Further, all the above mentioned persons have the right at all reasonable times to inspect or
17 otherwise evaluate the work performed or being performed under this Agreement and the premises
18 in which it is being performed.

19 ~~25.4.2~~26.4.2 CONTRACTOR shall make its books and records available within
20 the borders of Orange County within ten (10) days of receipt of written demand by
21 ADMINISTRATOR.

22 ~~25.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and
23 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
24 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
25 obtain CONTRACTOR's books and records.

26 ~~25.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
27 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any
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1 disallowances or other audit exceptions to the extent that such liability is attributable to
 2 CONTRACTOR's failure to perform under this Agreement.

3 ~~25.5~~26.5 Evaluation Studies

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

7 ~~26.27.~~ PERSONNEL DISCLOSURE

8 ~~26.1~~27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing
 9 services through this Agreement, paid and unpaid, including those identified in Paragraph 715 of
 10 Exhibit A (hereinafter referred to as "Personnel").

11 ~~26.2~~27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list
 12 of all Personnel providing services hereunder, including résumés and job applications. Changes
 13 to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a
 14 résumé and/or job application. The list shall include:

15 ~~26.2.1~~27.2.1 Names and dates of birth of all Personnel by title, whose direct
 16 services are required to provide the programs described herein;

17 ~~26.2.2~~27.2.2 A brief description of the functions of each position and the hours
 18 each person works each week, or for part-time Personnel, each day or month, as appropriate;

19 ~~26.2.3~~27.2.3 The professional degree, if applicable, and experience required for
 20 each position; and

21 ~~26.2.4~~27.2.4 The language skill, if applicable, for all Personnel.

22 ~~26.3~~27.3 Where authorized by law, and in a manner consistent with California
 23 Government Code §12952, CONTRACTOR shall require prospective Personnel to provide
 24 detailed information regarding the conviction of a crime, by any court, for offenses other than
 25 minor traffic offenses. Information discovered subsequent to the hiring or promotion of any
 26 prospective Personnel shall be cause for termination from the performance of services under this
 27 Agreement.

1 ~~26.427.4~~ Where authorized by law, CONTRACTOR shall conduct, at no cost to
2 COUNTY, a clearance on the following public websites of the names and dates of birth for all
3 Personnel who will have direct, interactive contact with clients served through this Agreement:
4 U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law
5 Sex Offender Registry (www.meganslaw.ca.gov).

6 ~~26.527.5~~ Where authorized by law, CONTRACTOR shall conduct, at no cost to
7 COUNTY, a criminal record background check on all Personnel who will have direct, interactive
8 contact with clients served through this Agreement. Background checks conducted through the
9 California Department of Justice shall include a check of the California Central Child Abuse Index,
10 when applicable. Candidates will satisfy background checks consistent with this Paragraph and
11 their performance of services under this Agreement.

12 ~~26.627.6~~ CONTRACTOR shall ensure that clearances and background checks
13 described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel
14 providing services under this Agreement.

15 ~~26.727.7~~ In the event a record is revealed through the processes described in
16 Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on
17 appropriateness of Personnel providing services through this Agreement.

18 ~~26.827.8~~ CONTRACTOR warrants that all Personnel assigned by CONTRACTOR
19 to provide services under this Agreement have satisfactory past work records and/or reference
20 checks indicating their ability to perform the required duties and accept the kind of responsibility
21 anticipated under this Agreement. CONTRACTOR shall maintain records of background
22 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
23 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
24 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
25 are completed, whichever is later, in compliance with all applicable laws.

26 ~~26.927.9~~ CONTRACTOR shall immediately notify ADMINISTRATOR concerning
27 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
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1 Personnel performing services under this Agreement, when such information becomes known to
 2 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
 3 provide services under this Agreement and shall provide notice of such determination to
 4 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
 5 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

6 ~~26.10~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
 7 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

8 ~~26.11~~27.11 COUNTY shall have the right to require CONTRACTOR to remove any
 9 Personnel from the performance of services under this Agreement. At the request of COUNTY,
 10 CONTRACTOR shall immediately replace said Personnel.

11 ~~26.12~~27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is
 12 terminated for cause from working on this Agreement.

13 ~~26.13~~27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this
 14 Paragraph 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance
 15 with the terms and conditions of this Agreement.

16 ~~27.28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

17 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
 18 statutes and regulations regarding the employment of aliens and others, and that all its employees
 19 performing work under this Agreement meet the citizenship or alien status requirement set forth
 20 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing
 21 work hereunder, all verification and other documentation of employment eligibility status required
 22 by federal or State statutes and regulations including, but not limited to, the Immigration Reform
 23 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
 24 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
 25 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
 26 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
 27 and employees from employer sanctions and any other liability which may be assessed against
 28

1 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
2 State statutes or regulations pertaining to the eligibility for employment of any persons performing
3 work under this Agreement.

4 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

5 ~~28.1 CONTRACTOR certifies it is in full compliance with all applicable federal and~~
6 ~~State reporting requirements regarding its employees and with all lawfully served Wage and~~
7 ~~Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance~~
8 ~~throughout the term of the Agreement with the County of Orange. Failure to comply shall~~
9 ~~constitute a material breach of the Agreement and failure to cure such breach within sixty (60)~~
10 ~~calendar days of notice from the COUNTY shall constitute grounds for termination of the~~
11 ~~Agreement.~~

12 ~~28.2 In the case of an individual contractor or contractor doing business in a form other~~
13 ~~than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days~~
14 ~~of the award of this Agreement:~~

15 ~~28.2.1 his/her name, date of birth, Social Security number, and residence address;~~
16 ~~or~~

17 ~~28.2.2 In the case of a contractor doing business in a form other than as an~~
18 ~~individual, the name, date of birth, Social Security number, and residence address of each~~
19 ~~individual who owns an interest of ten percent (10%) or more in the contracting entity.~~

20 ~~28.3 It is expressly understood that this data will be transmitted to governmental~~
21 ~~agencies charged with the establishment and enforcement of child support orders, and for no other~~
22 ~~purpose.~~

23 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

24 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
25 that all employees, agents, subcontractors, and all other individuals performing services under this
26 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
27 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
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1 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
 2 agents, subcontractors, and all other individuals performing services under this Agreement to sign
 3 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
 4 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
 5 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
 6 they now exist or as they may hereafter be amended.

7 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
 8 LAW

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

13 31. CONFIDENTIALITY

14 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
 15 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
 16 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
 17 now exist or be hereafter amended.

18 31.2 All records and information concerning any and all persons referred to
 19 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
 20 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
 21 individuals performing services under this Agreement. CONTRACTOR shall require all of its
 22 employees, agents, subcontractors, and all other individuals performing services under this
 23 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
 24 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
 25 of this Agreement.

26 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
 27 other individuals performing services under this Agreement of this provision and that any person
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1 violating the provisions of said California state law may be guilty of a crime.

2 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
3 to the confidentiality requirements of this Agreement.

4 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
5 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
6 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
7 hereafter be amended.

8 31.5.1 No access, disclosure, or release of information regarding a child who is the
9 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
10 in doubt, no such information shall be released without the written approval of a Judge of the
11 Juvenile Court.

12 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
13 before allowing any child to be interviewed, photographed, or recorded by any publication or
14 organization, or to appear on any radio, television, or internet broadcast or make any other public
15 appearance. Such approval shall be requested through child's Social Worker.

16 32. SECURITY

17 32.1 Security Requirements

18 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
19 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
20 confidentiality that currently exists or exists at any time during the term of this Agreement.
21 CONTRACTOR represents and warrants that it has implemented and will maintain during the
22 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
23 private and confidential client information, to protect against anticipated threats to the security or
24 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
25 use of COUNTY data. Such safeguards and controls shall include at a minimum:

26 32.1.1.1 Storage of confidential paper files that ensures records are secured,
27 handled, transported, and destroyed in a manner that prevents unauthorized access.

1 32.1.1.2 Control of access to physical and electronic records to ensure
2 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
3 services.

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

6 32.1.1.4 Firewall protection.

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

9 32.1.1.6 Measures to securely store all COUNTY data, including, but not be
10 limited to, encryption at rest and multiple levels of authentication and measures to ensure
11 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
12 CONTRACTOR further represents and warrants that it has implemented and will maintain during
13 the term of this Agreement administrative, technical, and physical safeguards and controls
14 consistent with State and federal security requirements.

15 32.2 Security Breach Notification

16 32.2.1 CONTRACTOR shall have policies and procedures in place for the
17 effective management of Security Breaches, as defined below. In the event of any actual,
18 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
19 experiences or learns of that either compromises or could reasonably be expected to comprise
20 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
21 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
22 notification, CONTRACTOR shall, at its own expense, immediately:

23 32.2.1.1 Investigate to determine the nature and extent of the Security
24 Breach.

25 32.2.1.2 Contain the incident by taking necessary action, including, but not
26 limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
27 security.

1 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
 2 COUNTY data used or disclosed, the person who made the unauthorized use or received the
 3 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
 4 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
 5 take to prevent future similar unauthorized use or disclosure.

6 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
 7 determine what actions are necessary in response to the Security Breach and who will perform
 8 these actions. Actions may include, but are not limited to: notifications; investigation and
 9 remediation costs, including notification of all whose personal information was disclosed; outside
 10 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
 11 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
 12 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
 13 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
 14 required actions.

15 33. COPYRIGHT ACCESS

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

19 34. WAIVER

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

26 35. SERVICES DURING EMERGENCY AND/OR DISASTER

27 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
 28

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

9 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
 10 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
 11 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
 12 include, but are not limited to: providing services at different location(s), assigning staff to work
 13 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
 14 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
 15 prioritizing services for staff as requested by COUNTY.

16 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
 17 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
 18 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
 19 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
 20 that apply during non-emergency/disaster conditions.

21 ~~35.36.~~ PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

22 ~~35.136.1~~ COUNTY owns all rights to the name, logos, and symbols of COUNTY.
 23 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
 24 commercial advertisement, promotional purposes, announcements, displays, or press releases,
 25 without COUNTY's prior written consent is expressly prohibited.

26 ~~35.236.2~~ CONTRACTOR may develop and publish information related to this
 27 Agreement where all of the following conditions are satisfied:
 28

1 ~~35.2.1~~36.2.1 ADMINISTRATOR provides its written approval of the content and
2 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
3 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

4 ~~35.2.2~~36.2.2 Unless directed otherwise by ADMINISTRATOR, the information
5 includes a statement that the program, wholly or in part, is funded through County, State, and
6 Federal Government funds;

7 ~~35.2.3~~36.2.3 The information does not give the appearance that the COUNTY, its
8 officers, employees, or agencies endorse:

9 ~~35.2.3.1~~36.2.3.1 Any commercial product or service; and

10 ~~35.2.3.2~~36.2.3.2 Any product or service provided by
11 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

12 ~~35.2.4~~36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,
13 YouTube, or other publicly available social media sites) to publish information related to this
14 Agreement, CONTRACTOR shall develop social media policies and procedures and have them
15 available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media
16 Use Policy and Procedures as they pertain to any social media developed in support of the services
17 described within this Agreement. The policy is available on the Internet at
18 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

19 ~~36.37~~. REPORTS

20 ~~36.1~~37.1 CONTRACTOR shall provide information deemed necessary by
21 ADMINISTRATOR to complete any State-required reports related to the services provided under
22 this Agreement.

23 ~~36.2~~37.2 CONTRACTOR shall maintain records and submit reports containing such
24 data and information regarding the performance of CONTRACTOR’s services, costs, or other data
25 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
26 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
27 written notice to CONTRACTOR.
28

37.38. ENERGY EFFICIENCY STANDARDS

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

38.39. ENVIRONMENTAL PROTECTION STANDARDS

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

~~38.139.1~~ No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

~~38.239.2~~ It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

~~38.339.3~~ It will notify COUNTY and EPA about any known violation of the above laws and regulations.

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

~~39.140.1~~ CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that cites the following:

~~39.1.140.1.1~~ The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal

1 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
2 B of this certification.

3 ~~39.1.2.1~~40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or
4 her knowledge and belief as of December 23, 1989, that

5 ~~39.1.2.1~~40.1.2.1 No federal appropriated funds have been paid or will
6 be paid to any person for influencing or attempting to influence an officer or employee of any
7 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
8 of Congress on his or her behalf in connection with the awarding of any federal contract, the
9 making of any federal grant, the making of any federal loan, the entering into of any cooperative
10 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
11 contract, grant, loan or cooperative agreement;

12 ~~39.1.2.2~~40.1.2.2 If any funds other than federal appropriated funds
13 (including profit or fee received under a covered federal transaction) have been paid, or will be
14 paid, to any person for influencing or attempting to influence an officer or employee of any agency,
15 a Member of Congress, an officer or employee of Congress, or an employee of a Member of
16 Congress on his or her behalf in connection with this solicitation, the offeror shall complete and
17 submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the
18 Contracting Officer; and

19 ~~39.1.2.3~~40.1.2.3 He or she will include the language of this
20 certification in all subcontract awards at any tier and require that all recipients of subcontract
21 awards in excess of \$100,000 shall certify and disclose accordingly.

22 ~~39.1.3~~40.1.3 Submission of this certification and disclosure is a prerequisite for
23 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who
24 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure
25 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than
26 \$10,000, and not more than \$100,000, for each such failure.

27 ~~40.41.~~ POLITICAL ACTIVITY

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

4 ~~41.42.~~ TERMINATION PROVISIONS

5 ~~41.142.1~~ ADMINISTRATOR may terminate this Agreement without penalty,
6 immediately with cause or after thirty (30) days written notice without cause, unless otherwise
7 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be
8 limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud
9 on the part of CONTRACTOR, discontinuance of the services for reasons within
10 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY
11 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of
12 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise
13 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all
14 further obligations under this Agreement.

15 ~~41.242.2~~ For ninety (90) calendar days prior to the expiration date of this Agreement,
16 or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
17 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
18 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
19 parties. During the Transition Period, service and data access shall continue to be made available
20 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
21 transitioning all data in the format determined by COUNTY.

22 ~~41.342.3~~ In the event of termination of this Agreement, cessation of business by
23 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
24 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
25 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
26 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
27 Agreement.

1 41.442.4 The obligations of COUNTY under this Agreement are contingent upon the
 2 availability of federal and/or State funds, as applicable, for the reimbursement of
 3 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
 4 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
 5 remains in effect or operation. In the event that such funding is terminated or reduced,
 6 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
 7 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
 8 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
 9 notification of such determination. CONTRACTOR shall immediately comply with
 10 ADMINISTRATOR's decision.

11 41.542.5 If any term, covenant, condition, or provision of this Agreement or the
 12 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this
 13 Agreement shall remain in full force and effect and shall in no way be affected, impaired, or
 14 invalidated thereby.

15 42.43. GOVERNING LAW AND VENUE

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

23 43.44. SIGNATURE IN COUNTERPARTS

24 43.144.1 The parties agree that separate copies of this Agreement may be signed by
 25 each of the parties, and this Agreement will have the same force and effect as if the original had
 26 been signed by all the parties.

27 43.244.2 CONTRACTOR represents and warrants that the person executing this
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Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

///

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

By: PAUL CHO By: CHAIRWOMAN
~~CHIEF FINANCIAL OFFICER~~ ~~OF THE BOARD OF SUPERVISORS~~
~~ILLUMINATION FOUNDATION~~ ~~COUNTY OF ORANGE, CALIFORNIA~~

Dated: _____ Dated: _____

By: LARRY HAYNES By: CHAIRWOMAN
EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
MERCY HOUSE LIVING CENTERS COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM

COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

~~ILLUMINATION FOUNDATION~~
MERCY HOUSE LIVING CENTERS

FOR THE PROVISION OF HOUSING

~~SUPPORT PROGRAM~~ BRINGING FAMILIES HOME SERVICES

1. POPULATION TO BE SERVED

~~1.1~~ CONTRACTOR shall provide services to ~~Clients in the CalWORKs Program that are~~ child welfare-involved Families experiencing homelessness and referred by ADMINISTRATOR and accepted by CONTRACTOR.

~~2.~~ DEFINITIONS

~~2.1~~ CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.

~~2.2~~ CalWORKs Staff: An employee of ADMINISTRATOR or contracted case management staff who is assigned to each Client to monitor the progression of the Client throughout the CalWORKs program.

~~2.3~~ Multi-Disciplinary Team (MDT): A team of individuals with diverse expertise that

~~meets to review case and family elements to optimize the WTW Activities. MDT members may consist of the following: Case Manager, Facilitator, Behavioral Health Social Services staff, Public Health Nurse, educational providers, designated COUNTY staff, DASU staff, ADMINISTRATOR's Children and Family Services Division (CFS) Senior Social Worker, and all other relevant individuals per COUNTY Policy and/or as approved by ADMINISTRATOR.~~ Agency (SSA).

2. ~~Clients: Recipients of CalWORKs financial assistance benefits~~ DEFINITIONS

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

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

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

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

2.5 Family(ies): Families eligible to receive services from CFS pursuant to State regulations and ~~COUNTY~~County policies that are referred by ~~ADMINISTRATOR~~SSA and accepted by CONTRACTOR, and that meet ~~at least one (1)~~ the following criteria:

2.5.1 Receive child welfare services at the time eligibility is determined;

2.5.2 Are currently homeless;

2.5.3 Voluntarily agree to participate in the program; and

~~2.4.2.5.4~~ Have either of the following ~~criteria~~:

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

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

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

~~2.4.1.2.6.1~~ An individual or family who lacks a fixed ~~and~~, regular, and adequate nighttime residence; ~~and~~.

~~2.4.1.1~~ ~~Having~~ An individual or family with a primary nighttime residence that is a ~~supervised publically or privately operated shelter designed to provide temporary living accommodations; or~~

~~2.4.1.2.6.2~~ ~~Residing in a~~ public or private place not designed for; or ordinarily used as; a regular sleeping accommodation for human beings; ~~or~~, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.

~~2.4.2~~ ~~In receipt of a judgment for eviction, as ordered by a court.~~

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

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

2.6.5 An individual or family who will imminently lose their housing, including, but not limited to, housing they own, rent, or live in without paying rent, are sharing with others,

1 or rooms in hotels or motels not paid for by federal, state, or local government programs for low-
2 income individuals or by charitable organizations, as evidenced by any of the following:

3 2.6.5.1 A court order resulting from an eviction action that notifies the
4 individual or family that they must leave within fourteen (14) days.

5 2.6.5.2 The individual or family having a primary nighttime residence that
6 is a room in a hotel or motel and where they lack the resources necessary to reside there for more
7 than fourteen (14) days.

8 2.6.5.3 Credible evidence indicating that the owner or renter of the housing
9 will not allow the individual or family to stay for more than fourteen (14) days, and any oral
10 statement from an individual or family seeking homeless assistance that is found to be credible
11 shall be considered credible evidence for purposes of this clause.

12 2.6.6 An individual or family who has no subsequent residence identified.

13 2.6.7 An individual or family who lacks the resources or support networks needed
14 to obtain other permanent housing.

15 2.6.8 Unaccompanied youth and homeless families with children and youth
16 defined as homeless under any other federal statute, as of the effective date of this program, who
17 meet all of the following:

18 2.6.8.1 Have experienced a long-term period without living independently
19 in permanent housing.

20 2.6.8.2 Have experienced persistent instability as measured by frequent
21 moves over that long-term period.

22 2.6.8.3 Can be expected to continue in that status for an extended period of
23 time because of chronic disabilities, chronic physical health or mental health conditions, substance
24 addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with
25 a disability, or multiple barriers to employment.

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27 2.7 Homeless Management Information System (HMIS): A local information

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1 technology system used to collect client-level demographics and data on the provision of housing
 2 and services to homeless individuals and families and persons at risk of homelessness. The Orange
 3 County HMIS tracks client demographic and service information on homeless and at risk clients
 4 served by participating Orange County service providers.

5 2.8 Housing First: A homeless assistance approach required by Senate Bill (SB) 1380
 6 (Chapter 847, Statutes of 2016) to quickly and successfully connect individuals and families
 7 experiencing homelessness to permanent housing without preconditions and barriers to entry, such
 8 as sobriety, treatment, or service participation requirements.

9 2.9 Permanent Housing: A place to live without a limit on the length of stay in the
 10 housing that exceeds the duration of funding for the program, subject to landlord-tenant laws
 11 pursuant to Chapter 2 (commencing with Section 1940) of Title 5 of Part 4 of Division 3 of the
 12 Civil Code.

13 2.10 Rapid Re-housing (RRH): An intervention designed to help individuals and
 14 families quickly exit homelessness, return to housing in the community, and not become homeless
 15 again in the near term.

16 2.11 Supportive Housing: Housing with no limit on length of stay, that is occupied by
 17 the target population, and that is linked to onsite or offsite services that assist the supportive
 18 housing resident in retaining the housing, improving his or her health status, and maximizing his
 19 or her ability to live and, when possible, work in the community.

20 3. REFERRALS

21 ~~-CONTRACTOR shall work collaboratively with ADMINISTRATOR to:~~

22 3.1 Accept, and evaluate ~~Housing Support Program (HSP) Services to the~~
 23 appropriateness and availability of Bringing Families Home (BFH) services for all
 24 ~~Clients~~ prospective Families referred by ~~ADMINISTRATOR-SSA~~ within the available funding,
 25 regardless of the number of referrals.

26 ~~3.2 — CONTRACTOR shall provide a disposition regarding each referral based on~~
 27 ~~criteria established in Section 5.7.1 or as otherwise provided by ADMINISTRATOR.~~

28 (WLY0118)

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(April 22, 2019)

(CCD1820)

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May 18, 2020

1 3.2 ~~CONTRACTOR shall provide a disposition~~ Verify receipt of referrals sent by SSA
2 within ten (10) business days.

3 3.3 Assign referrals within three (3) business days from date of receipt.

4 3.4 Schedule a face-to-face intake meeting with referred Families to assess Families’
5 needs and eligibility for services within thirty (30) business days from the date the referral
6 received.

7 ~~3.3~~3.5 Provide a disposition (e.g. acceptance or rejection) within thirty (30) business days
8 from the date the referral is received.

9 3.6 Discuss and obtain concurrence from ADMINISTRATOR prior to refusing BFH
10 services to a prospective eligible Family.

11 4. WORKLOAD STANDARDS

12 4.1 CONTRACTOR shall ~~not refuse to provide services to Clients~~ financial assistance,
13 housing counseling and case management to a minimum of fifty-three (53) new families per Fiscal
14 Year.

15 ~~3.4~~4.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify
16 workload standards as set forth in this Paragraph and as authorized by COUNTY, without
17 ~~discussion and concurrence by Social Services Agency (SSA)~~ reducing the level of service to be
18 provided by CONTRACTOR.

19 4.5. SERVICE LOCATIONS

20 ~~4.1~~ CONTRACTOR shall provide ~~HSP Services~~ BFH services in facilities and
21 locations throughout Orange County, including, but not limited to, ~~Clients’ residence~~.

22 5. ~~HOUSING SUPPORT SERVICES~~

23 5.1 site(s) mutually agreed upon by CONTRACTOR ~~shall provide services in~~
24 ~~accordance with all CalWORKs regulations, California legislation, and COUNTY Policy~~ and each
25 Family.

26 ~~5.2~~ COUNTY and CONTRACTOR agree that the goal of this Agreement is to address
27 ~~the needs of homeless families in the County of Orange by providing them with rental assistance~~

~~that will allow them to quickly move from homelessness and into stable housing.~~

5.2 Administrative services under this Agreement shall be provided at:

Mercy House
203 N. Golden Circle
Santa Ana, CA 97205

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

6. SERVICES

6.1 General Requirements:

~~5.3~~ CONTRACTOR shall:

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

6.1.1.1 Phase One – Assessment and development of a 30-Day Permanent Housing Plan.

6.1.1.2 Phase Two – Development of an Individualized Housing Stabilization Plan.

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

6.1.1.4 Phase Four – Exit planning.

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

~~5.3.1~~ 6.1.3 Provide services in a manner sensitive to literacy, language, and sociocultural issues that may impact ~~Clients~~Families, and in a manner that addresses barriers to obtaining housing.

~~5.3.2~~ ~~Within the limits of Clients’ income, help the Client access housing units that are desirable~~Utilize RRH and ~~sustainable~~Housing First principles to assist Families in ~~neighborhoods where they want to live, that have access to transportation, and that are close to~~

1 employment.

2 5.3.3 ~~Actively recruit and retain landlords and housing managers willing to rent~~
3 ~~to Clients who may otherwise fail to pass typical tenant criteria.~~

4 5.3.4 ~~Be responsive to landlords to preserve and develop partnerships for future~~
5 ~~housing placements.~~

6 5.3.5 ~~Ensure rent and move-in assistance is flexible and tailored to the varying~~
7 ~~and changing needs of Clients while providing the assistance necessary for Clients to move~~
8 ~~immediately out of homelessness and stabilize~~ quickly obtaining permanent housing.

9 5.3.6.1.4 Provide financial assistance on an incremental or as-needed basis to
10 stabilize and to provide wrap-around support to Families to foster permanent housing retention.

11 5.3.7 ~~Provide integrated, coordinated, and easily accessible resources for Clients.~~

12 5.3.8 ~~Provide family friendly and family centered services.~~

13 5.3.9 ~~Provide community based and integrated services that coordinate Federal,~~
14 ~~State, and community funding opportunities.~~

15 5.3.10 ~~Identify Clients' strengths, utilizing motivational and strength based~~
16 ~~techniques.~~

17 5.3.11 ~~Ensure services are outcome driven and identify indicators that accurately~~
18 ~~reflect progress towards contract deliverables as stated in Paragraph 9.~~

19 6.1.5 Utilize Vulnerability Index - Service Prioritization Decision Assistance
20 Tool (VI-SPDAT), Strengths Assessment, and Gap Analysis assessment tools to determine a
21 Family's housing and service needs, including a plan to help Families meet their identified needs.

22 6.1.6 Establish connections to existing local CoC and CE resources to ensure that
23 Families will be linked to appropriate local homeless support services and resources.

24 6.1.7 Collect required Family-level data standards and ensure quality data entry
25 to HMIS.

26 6.1.8 Ensure CONTRACTOR's staff directly serving Families and first line
27 supervisors are thoroughly familiar with the Orange County BFH Program service delivery model

1 contained in the current Orange County BFH Program statement.

2 6.1.9 Provide information deemed necessary by SSA to complete any State-
3 required reports related to services provided.

4 ~~5.46.2~~ Housing Identification

5 CONTRACTOR shall ~~provide~~:

6 ~~5.4.1—Develop an understanding of the following services:~~

7 ~~5.4.2—Recruit landlords to provide County's housing opportunities in the~~
8 ~~communitiesmarket, and neighborhoods where Clients want to live.~~

9 ~~5.4.3—Negotiate with landlords to help Clients access~~ develop strong business
10 relationships in the private housing-

11 ~~5.4.4—Address potential barriers to landlord participation such as concern about~~
12 ~~short term nature of rental assistance market (real estate owners, developers, brokers, and tenant~~
13 ~~qualifications.~~

14 ~~5.5—Rental and Moving Assistance~~

15 ~~5.5.16.2.1 CONTRACTOR shall provide financial assistance to cover move-~~
16 ~~in costs, deposits, property managers) and the rental and/or utility assistance necessary to allow~~
17 ~~Clients to move immediately into permanent~~ supportive housing community.

18 ~~5.6—Case Management Services~~

19 Contractor shall:

20 ~~5.6.1.1—Help Clients identify~~ Utilize marketing tools and select among
21 various permanent housing options based on their unique needs, preferences, and financial
22 resources.

23 ~~5.6.1.2—Help Clients address issues that may impede access to housing~~
24 ~~(such as credit history, arrears, and legal issues).~~

25 ~~5.6.1.3—Help Clients mitigate tenant screening barriers such as rental and~~
26 ~~utility arrears or multiple evictions.~~

27 ~~5.6.1.4—Help Clients negotiate manageable and appropriate lease~~

~~agreements with subsidies as incentives for engaging landlords.~~

~~5.6.1.5 — Make appropriate and time-limited services and supports available to rent to Clients Families with barriers to allow them to quickly stabilize in permanent housing.~~

~~5.6.1.6.2.2 Monitor Clients’ housing stability and be available to resolve crisis, at a minimum during the time HSP services are being provided.~~

~~5.6.1.7 — Resolve issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while also helping Clients develop skills they will use to retain housing once they are no longer in the program.~~

~~5.7 — Intake~~

~~5.7.1 — CONTRACTOR shall be responsible for: Scheduling a face-to-face intake meeting with prospective Clients. During that meeting CONTRACTOR shall further evaluate the Client’s and his/her family housing needs and barriers including, but not limited to: 1) employment history and ability to obtain employment income; 2) history of housing evictions; 3) family composition and support resources; 4) credit history; 5) income to debt ratio; 6) criminal history; 7) number of homeless episodes; 8) mental health; and 9) disabilities. CONTRACTOR shall also ensure the Client meets the criteria in Subparagraph 2.4.1 through 2.4.2.~~

~~5.7.2 — Determining whether or not Clients have exhausted all other resources or if there are other diversion strategies that can be employed.~~

~~5.7.3 — Meeting weekly with Client to set goals aimed at reducing Clients’ barriers in order to become self-sufficient once assistance has been expended.~~

~~5.7.4 — Providing staff to manage landlord recruitment and engagement.~~

~~5.7.5.6.2.3 Developing, maintaining and providing~~ Develop, maintain, and provide a list of potential housing opportunities for Clients Families to assist with effective housing search.

~~5.7.6 — Assisting Clients in securing decent, affordable, and stable housing.~~

~~5.7.7 — Overseeing housing inspections and rent reasonability standards.~~

1 5.7.8 ~~Assisting~~Develop relationships with ~~the collection of documentation and~~
2 support of Clients when necessary.

3 5.7.9 ~~Assisting with three (3) day, pay rent new landlords and/or quit, notices and~~
4 Client related legal issues.

5 5.7.10 ~~Performing housing and safety inspections and be certified~~property
6 managers, as a visual assessor in accordance with ~~Housing and Urban Development's (HUD)~~
7 ~~Housing Quality Standards.~~

8 5.7.116.2.4 ~~Leveraging~~well as leverage existing relationships with local
9 landlords and property management companies to seek housing placements for ~~Clients and assist~~
10 ~~Clients in resolving housing conflicts if such issues arise with landlords and/or property~~
11 ~~managers~~Families.

12 6.2.5 ~~Developing~~Maintain effective relationships with ~~new~~landlords and
13 ~~properties. Potential new/or~~ property managers by resolving conflicts and problems quickly and
14 impartially.

15 5.7.12 ~~Provide~~landlords and ~~properties shall be identified through online housing~~
16 resources, local realtors, Housing Authority announcements as well as general geographic
17 canvassing for housing vacancies.

18 5.7.136.2.6 ~~Utilizing marketing tools and rental subsidies as incentives for~~
19 ~~engaging landlords to rent to households with barriers to housing stability. Landlords shall~~
20 ~~have~~with direct access to a support phone line and a dedicated point person ~~responsive~~who can
21 respond to ~~their~~landlords' concerns and needs, and can expect prompt intervention with
22 ~~tenants~~promptly address issues that may jeopardize tenancy (e.g. hoarding, cleanliness, rental
23 violations, etc.) when requested.

24 5.7.146.2.7 ~~Providing~~Oversee and/or perform housing ~~search and placement~~
25 ~~services to Clients~~and ~~ensuring~~safety inspections. Ensure that habitability and safety standards
26 are assessed (including lead-based paint assessments) before ~~Clients~~Families are placed in housing
27 units.

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6.3 ~~Providing Short Term [up to three (3) months] to Medium Term [up to six (6) months, or additional time at ADMINISTRATOR's discretion]~~ Rental and Move-In Assistance

CONTRACTOR shall:

~~5.7.15 Determine and provide financial assistance and housing counseling and case management to Clients.~~

~~5.7.15.16.3.1 Financial assistance~~ services shall be determined based on an as needed basis by for each Client and shall Family that may include Short-Term to Medium-Term (up to three (3) months) to medium-term (up to six (6) months) rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and making items necessary to make the home habitable. ~~Clients determined eligible for financial assistance shall also receive housing search and placement services.~~

~~Clients will receive///~~

6.4 RRH Case Management

CONTRACTOR shall:

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

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

6.4.2.1 Housing search and placement services;

6.4.2.2 Short to medium term financial assistance; and

6.4.2.3 Housing stabilization case management and connections to resources.

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

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

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

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

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

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

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

6.4.8.2 Determination of continuing need;

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

6.4.8.4 Program compliance; and

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

~~5.7.15.26.4.9~~ Provide Families with on-going case management to help ~~them~~Families meet their employment, budgeting, ~~and~~ financial, and overall life skills goals, as well as to ensure their housing stabilization and self-sufficiency after financial assistance is expended.

~~5.7.15.3~~ Case management sessions will be held at Clients’ place of residence or at CONTRACTOR program offices on a weekly basis or as needed.

~~5.7.15.46.4.10~~ After assistance is expended, Provide follow-up case management shall be provided at ~~the~~at thirty (30), sixty (60), and ninety (90) day intervals for up to one (1) year from the date of original intervention after financial assistance is expended.

~~5.7.15.5~~ After three (3) months of rental assistance, Client will be reassessed to determine if further financial assistance is needed. Determining factors for continued

1 assistance include: 1) ~~whether or not the Client still meets CalWORKs program eligibility;~~ 2)
2 ~~determination of continuing need;~~ 3) ~~anticipation of employment opportunity or increased income~~
3 ~~in the prospective future;~~ 4) ~~program compliance;~~ and 5) ~~active participation in case management~~
4 ~~and progress toward housing goals.~~

5 ~~6. MUTUAL RESPONSIBILITIES~~

6 ~~7. SSA and MEETINGS~~

7 CONTRACTOR ~~are mutually responsible for~~shall:

8 ~~6.1 — Participating~~Participate in meetings to address service delivery issues on a
9 ~~monthly~~quarterly basis or as requested by ~~SSA.~~

10 ~~6.27.1 Attending~~ADMINISTRATOR ~~training and conferences that will include, but not~~
11 ~~be limited to, new federal and/or State regulations impacting CalWORKs, documentation of~~
12 ~~procedures and dissemination of data/changes to staff.~~

13 ~~7.2 Attending Multi-Disciplinary Team (MDT)~~Attend other meetings as requested by
14 ADMINISTRATOR.

15 ~~6.3 — Attend~~ CFT meetings to engage ~~Clients in a discussion focused on Clients’~~
16 ~~strengths and priority needs. MDT meetings will be scheduled to assess the families’ barriers and~~
17 ~~determine additional services and/or needs.~~Families. The ~~strength-based MDT meetings~~CFTs will
18 be attended by ~~Clients~~the youth, the Family members, professionals, a meeting facilitator, ~~SSA,~~
19 ~~CONTRACTOR and/or additional partners.~~

20 ~~7. STAFFING REQUIREMENTS~~

21 ~~7.17.3~~ CONTRACTOR ~~shall be responsible for providing training and maintaining a~~
22 ~~competent, stable, and experienced workforce to fulfill the terms of this Agreement. All of~~SSA’s
23 ~~staff,~~ CONTRACTOR’s staff ~~shall be able to read, write, speak, and understand English. If Client~~
24 ~~contact is required to obtain the required documentation or provide services, CONTRACTOR will~~
25 ~~be required to provide translation services for languages needed so that all Clients are provided~~
26 ~~services in their primary language, and/or additional individuals identified by the Family.~~

27 ~~8. TRAINING~~

~~7.2 — CONTRACTOR shall use a formal recruitment plan, which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand the diversity of cultures among the Client population to be served. CONTRACTOR shall employ staff with the appropriate background, training and experience to provide HSP Services.~~

~~7.3 — In addition to the above requirements, CONTRACTOR shall provide, at a minimum, the following staff with the specified minimum qualifications, at all times during the term of this Agreement:~~

~~7.3.1 — Management Staff~~

~~7.3.1.1 — Bachelor's Degree from an accredited college or university, preferably in the human services field.~~

~~7.3.1.2 — A minimum of two (2) years of experience in human services or related field, or experience working with homeless individuals.~~

~~7.3.2 — Supervisory Staff~~

~~7.3.2.1 — Bachelor's Degree from an accredited college or university, preferably in the human services field.~~

~~7.3.2.2 — A minimum of one (1) year experience in human services or related field, or experience working with homeless individuals.~~

~~7.3.3 — Direct Services Staff~~

~~7.3.3.1 — Bachelor's Degree from an accredited college or university, preferably in the human services field, or four (4) years of experience in human services.~~

~~7.3.3.2 — A minimum of one (1) year experience in human services or related field, or experience working with homeless individuals.~~

~~7.3.4 — Administrative Services Staff~~

~~7.3.4.1 — High School diploma or equivalent, or a minimum of four (4) years of relevant work experience.~~

8.1 CONTRACTOR's staff shall attend SSA training, and conferences as required by

ADMINISTRATOR.

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

8.3 CONTRACTOR shall ensure that CONTRACTOR’s staff receives cultural awareness and responsiveness training.

8.4 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR’s staff. This log shall be made available to SSA, upon request.

8.9. HOURS OF OPERATION

~~8.19.1~~ CONTRACTOR shall ~~be required to~~ provide services during hours that are responsive to the needs of the target population(s) as determined by ~~SSA program staff.~~ADMINISTRATOR. At a minimum, CONTRACTOR shall provide ~~HSP Services and respond to COUNTY inquiries~~services Monday through Friday, from 8:00 a.m. ~~through~~to 5:00 p.m., ~~Monday through Friday. CONTRACTOR is not required to provide services on~~except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

~~8.29.2~~ CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any ~~holiday~~closure outside of COUNTY’s holiday schedule: and the hours listed in Subparagraph 9.1 of this Exhibit A. Any unauthorized ~~holiday~~ closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

10. PROGRAM GOAL

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

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

9.11. PERFORMANCE OUTCOME OBJECTIVES

~~9.1 — A minimum of eighty percent (80%) of Clients served will be successful in finding permanent housing.~~

A minimum of eighty CONTRACTOR shall meet the following outcome objectives during each fiscal year of this Agreement:

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

~~9.211.2~~ One hundred percent (80100%) of ~~Clients successfully placed in permanent housing will remain housed after one (1) year~~ Families referred will be provided a disposition (e.g. acceptance or rejection) within thirty (30) business days from the date of original intervention the referral is received.

10.12. REPORTING REQUIREMENTS

~~10.1 — CONTRACTOR will immediately address attendance issues or other HSP Services concerns with the affected Client. CONTRACTOR will inform CalWORKs staff within twenty-four (24) hours of attendance issues or other HSP Services concerns. This will allow for quick intervention and results oriented action to address the issue with Clients, including positive reinforcement.~~

~~10.2 — CONTRACTOR will provide information deemed necessary by SSA to complete any State required reports related to the services provided under this Agreement.~~

~~10.312.1~~ CONTRACTOR shall provide, by the tenth (10th) calendar day of each month, a status report for the preceding month, in a format approved by SSA. Data elements shall include, but not limited to, the following:

~~10.3.112.1.1~~ Total number of referrals received from SSA and referral outcomes.

~~10.3.212.1.2~~ Caseload movement:

~~10.3.2.1 — Total number of active cases~~

~~10.3.2.2 — Total number of cases discontinued~~

~~10.3.2.3 — Case status at end of the month~~

~~10.3.3~~12.1.3 Financial assistance expenditures.

~~10.3.4~~12.1.4 Total number of housing services provided, ~~such as, but not limited to:~~

~~10.3.4.1~~ Case management

~~10.3.4.2~~ Landlord engagement

~~10.3.4.3~~ Housing search and placement

~~10.3.4.4~~ Legal services

~~10.3.4.5~~ Credit repair

~~10.3.5~~ Status of ~~Outcome Objectives~~outcome objectives stated in Paragraph 9 above

~~11. PERFORMANCE MONITORING AND REVIEWS~~

~~11.1~~ CONTRACTOR's performance will be monitored and reviewed by SSA. CONTRACTOR will cooperate and assist SSA staff in monitoring performance. SSA staff will conduct case reviews as part of an on-going evaluation of Contractor's performance.

~~11.2~~ SSA may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to:

~~11.2.1~~ Random sampling of program activities including a review of case files each month;

~~11.2.2~~ Activity checklists and random observations;

~~11.2.3~~ Inspect output items on a periodic basis as deemed necessary;

~~11.2.4~~ Monthly statistical reports;

~~11.2.5~~ Clients' complaints and/or Clients' questionnaires; and

~~11.2.6~~ Service provider complaints or reports.

~~11.3~~12.1.5 When it is determined that services were not performed in accordance with 11 of this Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require a corrective action plan in addition to or in lieu of finding the CONTRACTOR in breach. CONTRACTOR shall, within the time period specified in any such

1 ~~corrective action plan, remedy the performance defects. This section does not limit~~
2 ~~ADMINISTRATOR's right to terminate pursuant to Paragraph 41.~~ Exhibit A.

3 ~~11.4 CONTRACTOR must cooperate with ADMINISTRATOR in providing the~~
4 ~~information necessary for monitoring this Agreement, and with authorized State or federal~~
5 ~~representatives who may audit services.~~

6 ~~11.5 Performance evaluation meetings shall be conducted as deemed necessary by~~
7 ~~ADMINISTRATOR.~~

8 ~~12. HANDLING COMPLAINTS~~

9 ~~12.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving,~~
10 ~~investigating, and responding to complaints.~~

11 ~~12.2 CONTRACTOR shall maintain a log for identification and response to complaints.~~
12 ~~When complaints cannot be resolved informally, a system of follow through shall be instituted.~~
13 ~~Responses to complaints should occur within two (2) business days, unless otherwise authorized~~
14 ~~by ADMINISTRATOR.~~

15 ~~12.3 When CONTRACTOR believes any complaint may have legal implications for~~
16 ~~CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to~~
17 ~~ADMINISTRATOR prior to responding to the complaint.~~

18 ~~12.4 CONTRACTOR shall provide to COUNTY, in a form approved by COUNTY,~~
19 ~~information pertaining to complaints, as well as CONTRACTOR's response to any complaints as~~
20 ~~described above within ten (10) business days of the complaint, except as provided for in~~
21 ~~Subparagraph 12.3. CONTRACTOR shall provide a summary of all complaints as prescribed and~~
22 ~~on a format approved by COUNTY. Complaints include, but are not limited to, complaints from~~
23 ~~Clients, other contract service providers, community organizations, and the public.~~

24 ~~13. OUTSIDE CONTACTS~~

25 ~~13.1 CONTRACTOR shall immediately inform SSA of any inquiry from an elected~~
26 ~~official, their representative, Client advocate, or the press, and immediately provide information~~
27 ~~in order to permit SSA to respond.~~

~~13.2 CONTRACTOR will consult with SSA prior to initiating contact with a Client advocate or the press. CONTRACTOR will inform SSA prior to initiating contact with an elected official or their representative.~~

~~14. COORDINATION~~

~~14.1 CONTRACTOR shall jointly host regular coordination meetings with COUNTY and CONTRACTOR's staff to coordinate procedures, review program operations, and solve problems.~~

~~15. FACILITIES~~

~~15.1 CONTRACTOR shall provide its own facility for CONTRACTOR's administrative functions and programmatic functions of administering the HSP Services. CONTRACTOR will be expected to provide its own facilities for meeting with Clients; however, COUNTY facilities may be available for joint meetings with CONTRACTOR staff, SSA direct line staff and the Client.~~

~~15.2 CONTRACTOR's facilities shall be safe, clean structures and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five (5) day per week basis, subject to the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, COUNTY may notify CONTRACTOR in writing. Failure to comply will result in termination of this Agreement.~~

~~16.13. QUALITY ASSURANCE AND /QUALITY CONTROL~~

~~16.13.1~~ CONTRACTOR shall ~~be required to~~ establish and utilize a comprehensive Quality Control Plan, ~~in~~ on a format approved by ~~ADMINISTRATOR~~SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective on the effective date of this Agreement and submitted within thirty (30) days of the effective date of this Agreement. The Quality Control Plan shall be updated and resubmitted for ADMINISTRATOR approval when changes occur.

1 ~~16.2~~13.2 The Quality Control Plan ~~shall~~will include, but not be limited to, the
2 following:

3 13.2.1 ~~A~~The method for assuring that the professional staff rendering services
4 under the Agreement has the necessary qualifications.

5 ~~16.2.1~~13.2.2 The method for ensuring the services, deliverables, and
6 requirements defined in this Agreement are being provided at or above the level of quality per this
7 Agreement;

8 ~~16.2.2 A method for assuring that the professional staff rendering services under
9 this Agreement have the necessary qualifications;~~

10 ~~16.2.3 A method for identifying and preventing deficiencies in the quality of
11 service;~~

12 ~~16.2.4~~13.2.3 AThe method for providing ADMINISTRATOR with a copy of
13 ~~CONTRACTOR~~CONTRACTOR's case reviews, a clear description of, and corrective action
14 taken; to resolve identified ~~problems;~~deficiencies.

15 ~~16.2.5 Items and areas to be inspected on either a scheduled or unscheduled basis,
16 how often inspections shall be accomplished, and the title of the individual(s) who shall perform
17 the inspections;~~

18 ~~16.2.6~~13.2.4 ~~Specific methods~~The method for identifying and preventing
19 deficiencies in the quality of service performed, before the level of performance becomes
20 unacceptable;

21 ~~16.2.7 Maintenance of a file of all inspections conducted by CONTRACTOR and,
22 if necessary, the corrective action taken; and~~

23 13.2.5 ~~Method~~The method for collecting all required data standards and steps
24 taken to ensure quality data entry in community's HMIS.

25 13.2.6 The method to measure the effectiveness of services provided.

26 ~~16.2.8~~The method for continuing services in the event of a strike by
27 ~~CONTRACTOR's employees or a natural disaster.~~

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~~17. BUSINESS CONTINUITY PLAN~~

~~17.113.2.7 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR will continue to provide services after a business interruption, including, but not limited to, a strike by the CONTRACTOR's employees or a natural disaster.~~

~~17.2 CONTRACTOR shall submit the BCP which will include a Disaster Preparedness and Response Plan to ADMINISTRATOR within thirty (30) days of the effective date of this Agreement.~~

~~17.3 The Disaster Preparedness and Response Plan will include, but not be limited to, the following:~~

~~17.3.1 Evacuation protocols and procedures that include the CONTRACTOR's responsibility for the safety, relocation, and tracking of all Clients in its care during any disaster event.~~

~~17.3.2 Notification to be made to ADMINISTRATOR with regard to Clients' welfare, including the provision of on-site emergency contact information.~~

~~17.3.3 Protection and recovery of Clients' records.~~

~~17.3.4 Disaster response training for staff.~~

~~17.3.5 Maintenance and review of plan at regular intervals.~~

~~18. SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH~~

~~18.1 CONTRACTOR shall notify ADMINISTRATOR by telephone (voicemail is not acceptable) immediately, but no later than twenty four (24) hours after CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death of any Orange County Social Services Agency Client in CONTRACTOR's care. This verbal report shall be followed by a Special Incident Report (SIR) on a form approved by ADMINISTRATOR within twenty four (24) hours after such serious illness, accident/injury, hospitalization, or death.~~

~~18.2 The verbal and written reports shall include, but not be limited to:~~

~~18.2.1 The name of the Client and date of birth;~~

~~18.2.2 The date, time, and location of serious illness, accident/injury, hospitalization, or death; and~~

~~18.2.3 The program under which the Client was receiving services; the name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to Client; and a summary of the circumstances thereof.~~

~~19.1. TRAINING~~

~~19.1 CONTRACTOR's staff directly serving Clients and first line supervisors shall be thoroughly familiar with the most current versions CalWORKs service delivery model contained in the current Orange County CalWORKs Plan; COUNTY policies and related instructions; COUNTY data systems, including service delivery and payment systems; welfare fraud and child abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance requirements.~~

~~19.2 CONTRACTOR shall be required to attend training(s) and/or meetings that the COUNTY determines to be mandatory, and provide CONTRACTOR staff with ongoing training and assistance to ensure that contract deliverables are met.~~

~~19.3 CONTRACTOR shall ensure that CONTRACTOR's staff receives training in understanding the cultural differences among groups of Clients, and recognizes and effectively intervenes to overcome any language and/or cultural barriers to employment.~~

~~19.4 CONTRACTOR shall maintain a log of in-house training activities and Clients. This log shall be made available to COUNTY, upon request.~~

///

~~20.14. BUDGET~~

~~14.1 The budget for services provided for HSP Services pursuant to Exhibit A of this Agreement is set forth as follows:~~

~~Annual Budget for the period of July 1, 2019 – June 30, 2020~~

Salaries and Benefits	FTE⁽⁴⁾	Maximum Hourly Rate⁽²⁾	Annual Budget
<u>DIRECT SERVICE POSITIONS⁽³⁾</u>			

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1	Housing Developer	2.0	20.00	<u>\$ 83,200</u>
2	SUBTOTAL DIRECT SERVICE SALARIES			\$ 83,200
3	DIRECT SERVICE BENEFITS⁽⁴⁾ (24% TOTAL)			19,968
4	TOTAL DIRECT SALARIES AND BENEFITS			\$ 103,168
5	<u>ADMINISTRATIVE POSITIONS⁽⁵⁾</u>			
6	Program Manager	1.00	24.00	49,920
7	Case Manager ⁽⁵⁾	1.0	20.00	41,600
8	Director of Finance & HR	0.10	33.00	6,864
9	HR Administrator	0.10	20.00	4,160
9	Accounting Assistant	0.20	22.00	9,152
10	Manager of Housing	0.24	27.00	13,478
10	Referral Coordinator	1.00	19.00	39,520
11	CFO	0.10	76.92	16,000
11	COO	0.10	74.52	15,500
12	SUBTOTAL ADMINISTRATIVE SALARIES			\$ 196,194
13	ADMINISTRATIVE SERVICE BENEFITS⁽⁴⁾ (24% TOTAL)			47,087
14	TOTAL ADMINISTRATIVE SALARIES AND BENEFITS			\$ 243,281
15	TOTAL ALL SALARIES AND BENEFITS			\$ 346,449
16	<u>SUPPLIES</u>			
17	Office Expenses			\$ 2,000
17	Program Expense			2,000
18	Telephone			2,000
18	Mileage/Travel ⁽⁶⁾			1,000
19	SUBTOTAL SUPPLIES			\$ 7,000
20	<u>DIRECT FINANCIAL ASSISTANCE</u>			
21	Security Deposit Assistance			\$ 120,000
22	Home Furnishing Assistance			59,551
23	Moving Costs			2,000
23	Short-Term Assistance ⁽⁷⁾			100,000
24	Medium-Term Assistance ⁽⁸⁾			\$ 360,000
25	SUBTOTAL DIRECT FINANCIAL ASSISTANCE			\$ 641,551
26	<u>OPERATING EXPENSES</u>			
27	Utilities			\$ 3,000

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Insurance	2,000
Facilities Rental/Lease	0
Maintenance	0
SUBTOTAL OPERATING EXPENSES	\$ 5,000
TOTAL SUPPLIES, DIRECT FINANCIAL ASSISTANCE, AND OPERATING EXPENSES	\$ 653,551
TOTAL LINE ITEM BUDGET	\$ 1,000,000
MAXIMUM OBLIGATION FOR JULY 1, 2019 TO JUNE 30, 2020	\$ 1,000,000

(±)

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

	<u>Position Type⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>	<u>FTEs⁽⁴⁾</u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS⁽¹⁾</u>				
Housing Stability Specialist	D	17.50	2.25	
Leasing Agent	D	17.50	0.20	
Housing Stability Specialist Bilingual	D	17.50	1.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$125,580
Employee Benefits (23.92%) ⁽⁵⁾				<u>\$30,037</u>
TOTAL DIRECT SERVICE SALARIES AND BENEFITS				\$155,617
<u>ADMINISTRATIVE POSITIONS⁽¹⁾</u>				
Director of Housing Strategies	A	27.88	0.05	
Chief Operations Director	A	40.87	0.03	
RRH Program Manager	A	24.04	0.07	
Senior Accounting Manger	A	24.04	0.30	
HMIS Data Specialist	A	16.00	0.25	
SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				\$32,170
Employee Benefits (11.7%) ⁽⁵⁾				<u>\$3,764</u>
TOTAL ADMINISTRATIVE SALARIES AND BENEFITS				\$35,934

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1	SUBTOTAL SALARIES & BENEFITS	\$191,551
2	<u>SERVICES AND SUPPLIES</u> ⁽⁶⁾	
3	TOTAL SERVICES AND SUPPLIES	\$5,471
4	<u>OPERATING EXPENSES</u> ⁽⁷⁾	
5	TOTAL OPERATING EXPENSES	\$4,424
6	SUBTOTAL SERVICES AND SUPPLIES AND OPERATING	
7	EXPENSES	\$9,895
8	<u>DIRECT FINANCIAL ASSISTANCE</u> ⁽¹⁾	
9	Move-In Assistance	\$15,900
10	Rent Assistance	<u>416,089</u>
11	TOTAL DIRECT FINANCIAL	
11	ASSISTANCE	\$431,989
12	TOTAL ALLOWABLE COSTS JULY 1,	
13	2020 THROUGH JUNE 30, 2021	\$633,435

BUDGET FOR PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022

LINE ITEMS

STAFFING AND BENEFITS:

	<u>Position</u>	<u>Maximum</u>		
	<u>Type</u> ⁽²⁾	<u>Hourly</u>	<u>FTEs</u> ⁽⁴⁾	<u>Amount</u>
		<u>Rate</u> ⁽³⁾		
17	<u>DIRECT SERVICE POSITIONS</u> ⁽¹⁾			
18	Housing Stability Specialist	D	18.20	2.25
19	Leasing Agent	D	18.20	0.20
20	Housing Stability Specialist Bilingual	D	18.20	1.00
21	SUBTOTAL DIRECT SERVICE			
21	SALARIES			\$130,603
22	Employee Benefits (23.92%) ⁽⁵⁾			<u>\$31,238</u>
23	TOTAL DIRECT SERVICE SALARIES			
23	AND BENEFITS			\$161,841

ADMINISTRATIVE POSITIONS⁽¹⁾

25	Director of Housing Strategies	A	29.00	0.05
26	Chief Operations Director	A	42.50	0.03
27	RRH Program Manager	A	26.00	0.07

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1	Senior Accounting Manger	A	26.00	0.30
2	HMIS Data Specialist	A	16.64	0.25
3	SUBTOTAL ADMINISTRATIVE SERVICE SALARIES			
				\$33,457
4	Employee Benefits (11.7%) ⁽⁵⁾			<u>\$3,914</u>
5	TOTAL ADMINISTRATIVE SERVICE SALARIES AND BENEFITS			
				\$37,371
6	SUBTOTAL SALARIES & BENEFITS			
				\$199,212
7	<u>SERVICES AND SUPPLIES</u>⁽⁶⁾			
8	TOTAL SERVICES AND SUPPLIES			
				\$5,471
9	<u>OPERATING EXPENSES</u>⁽⁷⁾			
10	TOTAL OPERATING EXPENSES			
				\$4,424
11	SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES			
				\$9,895
12	<u>DIRECT FINANCIAL ASSISTANCE</u>⁽¹⁾			
13	Move-In Assistance			\$15,900
14	Rent Assistance			<u>408,428</u>
15	TOTAL DIRECT FINANCIAL ASSISTANCE			
16				\$424,328
17	TOTAL ALLOWABLE COSTS JULY 1, 2021 THROUGH JUNE 30, 2022			
				\$633,435
18	MAXIMUM OBLIGATION JULY 1, 2020 THROUGH JUNE 30, 2022			
19				\$1,266,870

(1) Administrative costs should be held no more than forty-five percent (45%) of the proposed budget year. The cost of direct services staff (e.g. Housing Stability Specialist, Housing Stability Specialist Bilingual, Leasing Agent) is to be included in the forty-five percent (45%) administrative cost limit, and at a minimum of twenty-five percent (25%) of the proposed annual budget. Budget shall reflect a minimum of fifty-five percent (55%) of total costs for direct

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1 financial assistance, which includes interim housing options, rental subsidies, rental application
2 fees, security deposits, utility deposits, utility payments, moving costs, and making the home
3 habitable.

4 (2) Position Types are classified as “D” for Direct or “A” for Administrative. Direct
5 services positions include staff who are integral to service delivery and may include staff who
6 provide direct face to-face service to clients and/or staff who supervise/manage direct service
7 personnel. Administrative positions include staff that support service delivery and whose activities
8 and functions can be directly allocated to the program.

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

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

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

18 ~~(3) Direct Service positions are defined as those staff that provides face to face contact with
19 Clients. All direct staff positions are to be compensated hourly. For budget funding purposes,
20 direct staff positions do not include case management positions.~~

21 (4⁵) Employee Benefits include contributions to 401k or retirement plans; health insurance;
22 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,
23 Federal Unemployment Tax, State Unemployment Tax, and Workers’ Compensation Tax, based
24 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated
25 employee, limited to the actual vacation time accrued during the fiscal year in which the expense
26 is claimed, minus the actual vacation time used by the employee during said fiscal year. Direct
27 Service staff benefit rate shall not exceed 23.92% of the actual salary expense claimed, and

Administrative staff benefit rate shall not exceed 11.7% of the actual salary expense claimed.

~~(5) Administrative costs are defined as those costs not solely related to direct services to Clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than forty percent (40%) of total gross program costs. The cost of case management staff/functions is to be included in the forty percent (40%) administrative cost limit.~~

~~(6) Mileage is limited to the amount allowed by IRS and travel and costs for training are part of funds provided through this Agreement. Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental expenses incurred during travel, up to the maximum allowed in CFR 41 Chapter 301, Travel Allowances.~~

~~(7) Short Term Assistance is for up to three (3) months per household or additional time at ADMINISTRATOR's discretion.~~

~~(8) Medium Term Assistance is for up to six (6) months per household, or additional time at ADMINISTRATOR's discretion.~~

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

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

14.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

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1 ~~20.1~~14.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance
 2 written notice, to add, delete or modify line items and/or amounts and/or the number and type of
 3 FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph
 4 ~~20.1~~20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR.
 5 Further, in accordance with Subparagraph ~~41.4~~42.4 of this Agreement, in the event
 6 ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1,
 7 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately
 8 reduce the service goals as set forth in this Exhibit. *Failure to obtain advance written approval for
 9 any proposed Budget Modification Request may result in disallowance of reimbursement for those
 10 costs.*

11 14.4 In the event one of the annual budgets shown in Subparagraph 14.1 of this Exhibit
 12 is modified, the modification shall remain in effect until the end of the specific fiscal period
 13 modified. For example, if the annual budget for the period of July 1, 2020, through June 30, 2021,
 14 is modified, the modification will be effective until June 30, 2021. Beginning July 1, 2021, the
 15 budget will revert to the budget included in Subparagraph 14.1 of this Exhibit until it is modified,
 16 if applicable.

17 15. STAFF

18 15.1 CONTRACTOR's staff shall be able to read, write, speak, and understand English.
 19 CONTRACTOR will be required to provide translation services for languages needed so that all
 20 Families are provided services in their primary language.

21 15.2 In addition to the above requirements, CONTRACTOR shall provide the following
 22 described staff positions:

23 15.2.1 Chief Operations Director

24 Duties

25 15.2.1.1 Oversee and monitor all aspects of quality assurance for the
 26 program including: program management, hiring staff, staff training, case management files, client
 27 services, and program evaluation.

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1 15.2.1.2 Assist with the development, implementation, and tracking of
2 program outcomes.

3 15.2.1.3 Maintain strong community awareness and build relationships that
4 strengthen collaboration among diverse stakeholders.

5 Qualifications

6 15.2.1.4 Bachelor's degree from an accredited college or university,
7 preferably in the human services or related field.

8 15.2.1.5 A minimum of four (4) years of leadership experience in a non-
9 profit, government, or philanthropy overseeing multiple programs or contracts, preferably at an
10 organization working with homeless individuals.

11 15.2.1.6 Ability to multi-task and work independently using sound
12 judgement, must have high level communication and strategic planning skills.

13 15.2.1.7 Possess an understanding of national best practices in Homeless
14 Services, budgets, fundraising, and relationship building.

15 15.2.2 Director of Housing Strategies

16 Duties

17 15.2.2.1 Provide oversight and management to the RRH Program Manager.
18 Ensure program is meeting its contractual outcomes and spending goals.

19 15.2.2.2 Develop new partnerships with other agencies in order to enhance
20 services and oversee implementation of new services.

21 15.2.2.3 Oversee program's performance to ensure appropriate placement,
22 effective services, and distribution of case files.

23 15.2.2.4 Assist with case management and provide Family conflict
24 resolution services when necessary.

25 15.2.2.5 Oversee property maintenance to ensure timely repairs and rental
26 units are safe and habitable; coordination of shelter activities and distribution of services; and the
27 regular monitoring of case files and data to ensure accuracy and compliance with program

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requirements.

Qualifications

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

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

15.2.2.8 Fluency in Spanish is preferred.

15.2.3 RRH Program Manager

Duties

15.2.3.1 Provide oversight and management to the BFH Direct Service staff. Ensure program is meeting its contractual outcomes and spending goals.

15.2.3.2 Provide quality assurance checks to ensure program is audit-ready.

15.2.3.3 Assist with the implementation and tracking of program outcomes, data collection, monthly reports, and management of program’s budgets.

15.2.3.4 Oversee the coordination of housing inspection; rent reasonability standards; disbursement of financial assistance; the development and maintenance of case files, monthly progress, and outcome measures; and the collection and inputting of Family data in HMIS.

15.2.3.5 Ensure program staff are practicing trauma-informed and Family focused strategies.

Qualifications

15.2.3.6 Bachelor’s degree from an accredited college or university in a human services related field preferred.

15.2.3.7 Must have some management experience.

15.2.3.8 Must have ability to communication effectively.

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

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1 15.2.3.10 Must be able to work some evenings and Saturdays.

2 15.2.3.11 Fluency in Spanish is preferred.

3 15.2.4 Senior Accounting Manager

4 Duties

5 15.2.4.1 Manage financial aspects of the contract. Complete required
6 financial reports and invoices, ensure expenditures are in compliance with contract requirements,
7 and timely process payments to landlords and other vendors.

8 Qualifications

9 15.2.4.2 Bachelor's degree from an accredited college or university in a
10 business administration related field preferred.

11 15.2.4.3 Must have experience working with non-profit accounting
12 concepts and ability to communicate effectively.

13 15.2.5 HMIS Data Specialist

14 Duties

15 15.2.5.1 Complete all HMIS data entry processes for the program, including
16 input of all entries, exits and services rendered.

17 15.2.5.2 Review Family files for completeness and corroboration with data
18 entered into the HMIS; uphold data quality management; inform staff of program performance;
19 assist in generating regular reports from HMIS, including program outcomes reports; track housing
20 outcomes and recidivism for clients in follow up.

21 Qualifications

22 15.2.5.3 Proficient in Microsoft Office programs, especially Microsoft
23 Excel.

24 15.2.6 Housing Stability Specialist

25 Duties

26 15.2.6.1 Provide comprehensive case management services, including
27 initial needs assessment, benefit assessment, housing objectives, tenant education, tenant

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1 advocacy, and referrals.

2 15.2.6.2 Develop, with recipient Families, an individual case management
3 plan that includes financial planning and housing goals.

4 15.2.6.3 Assess and develop a 30-Day Permanent Housing Plan and an
5 Individualized Housing Stabilization Plan.

6 15.2.6.4 Track progress towards Families' goals through case files with
7 charts, monthly progress notes, and outcome evaluation.

8 15.2.6.5 Assist Families in searching for housing leads and facilitate
9 relationships between Families and landlords.

10 15.2.6.6 Visit and inspect Families' apartments to ensure they are properly
11 maintained.

12 15.2.6.7 Participate in Coordinated Entry System (CES) and follow CES
13 policies and procedures to request Family matches, submit updates, and attend Family match
14 meetings.

15 15.2.6.8 Make appropriate community resources referrals for Families.

16 Qualifications

17 15.2.6.9 Bachelor's degree from an accredited college or university in a
18 human services related field and experience working with homeless population preferred.

19 15.2.6.10 Proficient in Microsoft Office programs.

20 15.2.6.11 Ability to communicate effectively.

21 15.2.7 Housing Stability Specialist – Bilingual Spanish

22 Duties

23 15.2.7.1 Provide comprehensive case management services including initial
24 needs assessment, benefit assessment, housing objectives, tenant education, tenant advocacy, and
25 referrals.

26 15.2.7.2 Develop, with recipient Families, an individual case management
27 plan that includes financial planning and housing goals.

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1 15.2.7.3 Assess and develop a 30-Day Permanent Housing Plan and an
2 Individualized Housing Stabilization Plan.

3 15.2.7.4 Track progress towards Families' goals through case files with
4 charts, monthly progress notes, and outcome evaluation.

5 15.2.7.5 Assist Families in searching for housing leads and facilitate
6 relationships between Families and landlords.

7 15.2.7.6 Visit and inspect Families' apartments to ensure they are properly
8 maintained.

9 15.2.7.7 Participate in CES and follow CES policies and procedures to
10 request Family matches, submit updates, and attend Family match meetings.

11 15.2.7.8 Make appropriate community resources referrals for Families.

12 Qualifications

13 15.2.7.9 Bachelor's degree from an accredited college or university in a
14 human services related field and experience working with homeless population preferred.

15 15.2.7.10 Proficient in Microsoft Office programs.

16 15.2.7.11 Fluency in Spanish is required.

17 15.2.8 Leasing Agent

18 Duties

19 15.2.8.1 Provide housing search and placement services. Serve as an on-
20 going liaison between tenants and landlords.

21 15.2.8.2 Maintain an understanding of Fair Housing Laws and keep abreast
22 of legal issues and regulations.

23 15.2.8.3 Develop an understanding of the County's housing market and
24 strong business relationships in the private and non-profit sectors (e.g. landlords, property
25 managers, real estate owners/brokers, and developers).

26 15.2.8.4 Assemble marketing packets to local landlords and property
27 managers. Maintain a list of potential housing opportunities for homeless and/or at risk of

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homelessness Families.

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

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

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

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

Qualifications

15.2.8.9 Proficient in Microsoft Office programs is required.

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

15.2.8.11 Fluency in Spanish is preferred.

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

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