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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
1736 FAMILY CRISIS CENTER
FOR THE PROVISION OF
CalWORKs HOUSING SUPPORT PROGRAM SERVICES

This AGREEMENT, entered into this 1st day of July 1, 2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and 1736 FAMILY CRISIS CENTER, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Housing Support Program (HSP) Services; and

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code 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).

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2020 and terminate on June 30,
3 2023, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement;
4 however, CONTRACTOR shall be obligated to perform such duties as would normally extend
5 beyond this term, including, but not limited to, obligations with respect to indemnification, audits,
6 reporting and accounting.

7 2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit attached hereto and incorporated by
9 reference, fully expresses all understandings of the parties and is the total Agreement between the
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written
12 amendment to this Agreement which is formally approved and executed by both parties.

13 2.2 The various headings, numbers, and organization herein are for the purpose of
14 convenience only and shall not limit or otherwise affect the Agreement.

15 3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
17 contractor, and shall be wholly responsible for the manner in which it performs the services
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
19 creating the relationship of employer and employee, or principal and agent, between COUNTY
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
25 employees.

26 4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
28 supplies, as described in the Exhibit A to the Agreement between County of Orange and 1736

1 Family Crisis Center, for the Provision of Housing Support Program Services, attached hereto and
2 incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term
3 of this Agreement with the number and type of staff described and as required for provision of
4 services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
6 changes in staffing allocations to reflect current workload demands or service needs as long as
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
26 all applicable laws and regulations of the United States, State of California, County of Orange, and
27 County of Orange Social Services Agency, and all administrative regulations, rules, and policies
28 adopted thereunder, as each and all may now exist or be hereafter amended.

1 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
2 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
3 federal financial assistance programs and/or activities.

4 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

5 6.1 Delegation and Assignment

6 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
7 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
8 written consent of COUNTY. Any attempted delegation or assignment without prior written
9 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
10 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
11 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
12 benefits under the terms of this Agreement requiring COUNTY approval.

13 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
14 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
15 for the provision of services under this Agreement.

16 6.2 Change of Ownership

17 CONTRACTOR agrees that if there is a change or transfer in ownership of
18 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
19 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
20 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
21 Agreement and complete them to the satisfaction of COUNTY.

22 7. SUBCONTRACTS

23 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
24 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
25 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
26 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
27 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
28 ADMINISTRATOR may require.

1 7.1.1 Subcontracts of \$50,000 or less

2 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
3 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
4 by CONTRACTOR when the cumulative total cost of the services to be provided by any
5 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this
6 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of
7 providing services or the usual and customary charges established by the organization(s) providing
8 the services.

9 7.1.2 Subcontracts in excess of \$50,000

10 7.1.2.1 CONTRACTOR shall develop and submit for approval to
11 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
12 the total cumulative cost of services provided by any single organization is anticipated to exceed
13 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed
14 procurement system shall take into consideration such factors as: degree of price competition;
15 pricing policies and techniques; experience and quality of service; methods of evaluating
16 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,
17 award, and post-award management of subcontracts, including internal audit procedures and
18 monitoring of subcontractor's performance until completion of services.

19 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
20 proposed procurement system, CONTRACTOR shall comply with such procurement system in
21 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the
22 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written
23 consent prior to entering into a subcontract with any organization when the total cumulative cost
24 of services to be provided by that organization is anticipated to exceed fifty thousand dollars
25 (\$50,000) during the term of this Agreement.

26 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
27 maintain accurate and complete financial records related to services provided under the terms of
28 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to

1 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
2 until any pending audit is completed.

3 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

4 8.1 Form of Business Organization

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

8 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
9 partnership, corporation, etc.

10 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
11 of ownership or otherwise, to any parent organization or individual.

12 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
13 subsidiary business organization or to any individual who may be providing services, supplies,
14 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
15 under this Agreement.

16 8.2 Change in Form of Business Organization

17 If, during the term of this Agreement, the form of CONTRACTOR's business
18 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
19 between CONTRACTOR and other businesses that could impact services provided through this
20 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
21 changes. A change in the form of business organization may, at COUNTY's sole discretion, be
22 treated as an attempted assignment of rights or delegation of duties of this Agreement.

23 8.3 Name Change

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

1 2218 Kausen Drive, Suite 100
2 Elk Grove, CA 95758
3 Telephone: (800) 884-1684
4 (800) 700-2320 (TTY)

5 9.4 Non-Discrimination in Service Delivery

6 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
7 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
8 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
9 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
10 amended; California Civil Code Section 51 et seq., as amended; California Government Code
11 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
12 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
13 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
14 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
15 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
16 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
17 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
18 amended. CONTRACTOR shall not implement any administrative methods or procedures which
19 would have a discriminatory effect or which would violate the CDSS Manual of Policies and
20 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,
21 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with
22 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be
23 referred to the appropriate federal agency for further compliance action and enforcement of
24 Subparagraph 9.4 et seq.

25 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
26 complaint any and all information as appropriate:

27 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
28 (PUB 13)

1 9.4.2.2 Discrimination Complaint Form

2 9.4.2.3 Civil Rights Contacts:

3 County Civil Rights Contact:

4 Orange County Social Services Agency

5 Program Integrity

6 Attn: Civil Rights Coordinator

7 P.O. Box 22001

8 Santa Ana, CA 92702-2001

9 Telephone: (714) 438-8877

10 State Civil Rights Contact:

11 California Department of Social Services

12 Civil Rights Bureau

13 P.O. Box 944243, M.S. 8-16-70

14 Sacramento, CA 94244-2430

15 Telephone: (916) 654-2107

16 Toll Free: (866) 741-6241

17 Federal Civil Rights Contact:

18 U.S. Department of Health and Human Services

19 Office of Civil Rights

20 90 7th Street, Suite 4-100

21 San Francisco, CA 94103

22 9.4.3 The following websites provide Civil Rights information, publications
23 and/or forms:

24 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>
25 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

26 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->
27 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*
28 *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: 1736 Family Crisis Center
2116 Arlington Avenue, Suite 200
Los Angeles, CA 90018

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

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and

1 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
2 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
3 including, but not limited to, personal injury or property damage arising from or related to the
4 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
5 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
6 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
7 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
8 Neither party shall request a jury apportionment.

9 **13. INSURANCE**

10 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
11 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
12 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
13 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
14 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
15 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
16 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
17 CONTRACTOR.

18 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
19 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
20 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
21 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
22 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
23 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
24 requirements to every subcontractor and to receive proof of insurance prior to allowing any
25 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
26 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
27 reasonable time.

28 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of

1 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
2 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
3 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
4 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
5 provision(s) in the Agreement, agrees to all of the following:

6 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
7 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
8 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
9 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
10 same; and

11 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
12 irrespective of any duty to indemnify or hold harmless; and

13 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
14 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
15 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
16 insured.

17 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
18 term of this Agreement, COUNTY may terminate this Agreement.

19 13.5 Qualified Insurer

20 13.5.1 The policy or policies of insurance must be issued by an insurer with a
21 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
22 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
23 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business
24 in the state of California (California Admitted Carrier).

25 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
26 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
27 the company's performance and financial ratings.

28 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide

1 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

11 13.8 Required Coverage Forms

12 13.8.1 Commercial General Liability coverage shall be written on Insurance
13 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
14 broad.

15 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
16 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

17 13.9 Required Endorsements

18 13.9.1 Commercial General Liability policy shall contain the following
19 endorsements, which shall accompany the Certificate of Insurance:

20 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
21 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
22 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
23 state AS REQUIRED BY WRITTEN CONTRACT.

24 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
25 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
26 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
27 contributing.

28 13.9.2 The Network Security and Privacy Liability policy shall contain the

1 following endorsements which shall accompany the Certificate of Insurance.

2 13.9.2.1 An Additional Insured endorsement naming the County of
3 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds
4 for its vicarious liability.

5 13.9.2.2 A primary and non-contributing endorsement evidencing that
6 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the
7 County of Orange shall be excess and non-contributing.

8 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
9 endorsement waiving all rights of subrogation against the County of Orange, its elected and
10 appointed officials, officers, agents and employees or provide blanket coverage, which will state
11 AS REQUIRED BY WRITTEN CONTRACT.

12 13.11 All insurance policies required by this Agreement shall waive all rights of
13 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
14 employees when acting within the scope of their appointment or employment.

15 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
16 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
17 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
18 a material breach of the contract, upon which the COUNTY may suspend or terminate this
19 Agreement.

20 13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims
21 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
22 coverage for two (2) years following completion of this Agreement.

23 13.14 The Commercial General Liability policy shall contain a severability of interests
24 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

25 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
26 Paragraph 10 of this Agreement.

27 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
28 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,

1 award may be made to the next qualified proponent.

2 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
3 decrease insurance of any of the above insurance types throughout the term of this Agreement.
4 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
5 appropriate to adequately protect COUNTY.

6 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
7 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
8 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
9 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
10 COUNTY shall be entitled to all legal remedies.

11 13.19 The procuring of such required policy or policies of insurance shall not be construed
12 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
13 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
14 available from the insurer.

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

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

18 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
19 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
20 under this Agreement. While CONTRACTOR is required to provide this information without
21 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
22 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

23 14.2 Any accident or incident relating to services performed under this Agreement that
24 involves injury or property damage which may result in the filing of a claim or lawsuit against
25 CONTRACTOR and/or COUNTY.

26 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
27 relating to services performed by CONTRACTOR under this Agreement.

28 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

1 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
2 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
3 Agreement.

4 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
5 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
6 of service location or jurisdiction.

7 15. CONFLICT OF INTEREST

8 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
9 or conditions that could result in a conflict with COUNTY interests. In addition to the
10 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
11 subcontractors associated with the provision of goods and services provided under this Agreement.
12 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
13 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
14 entertainment, payments, loans, or other considerations which could be deemed to influence or
15 appear to influence COUNTY staff or elected officers in the performance of their duties.

16 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
17 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
18 Agreement performance. While CONTRACTOR will be required to provide this information
19 without prompting from COUNTY any time there is a change regarding conflict of interest,
20 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

21 16. ANTI-PROSELYTISM PROVISION

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

26 17. SUPPLANTING GOVERNMENT FUNDS

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

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

7 18. EQUIPMENT

8 18.1 All items purchased with funds provided under this Agreement, or which are
9 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
10 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
11 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
12 Equipment is limited to the performance of this Agreement. Upon the termination of this
13 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
14 COUNTY or its representatives, or dispose of them in accordance with the directions of
15 ADMINISTRATOR.

16 CONTRACTOR further agrees to the following:

17 18.1.1 To maintain all items of Capital Equipment in good working order and
18 condition, normal wear and tear excepted.

19 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
20 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
21 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
22 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

23 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
24 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
25 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

26 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
27 any and all Capital Equipment purchased under this Agreement, in the amount of the full
28 replacement value thereof, providing protection against the classification of fire, extended

1 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
2 parties' interests as they appear.

3 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
4 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
5 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
6 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
7 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
8 prior written approval has not been obtained from ADMINISTRATOR.

9 18.3 Computer Equipment

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

17 19. BREACH SANCTIONS

18 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
19 conditions of this Agreement shall be a material breach of this Agreement. In such event,
20 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
21 available at law, in equity, or otherwise specified in this Agreement:

22 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
23 which period shall be established by ADMINISTRATOR; and/or

24 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
25 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;
26 and/or

27 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
28 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

1 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
2 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

3 20. PAYMENTS

4 20.1 Maximum Contractual Obligation

5 The maximum obligation of COUNTY under this Agreement shall not exceed the
6 amount of \$5,500,000, or actual allowable costs, whichever is less. The estimated annual
7 amount for each twelve (12) month period is as follows:

8 20.1.1 \$1,500,000 for July 1, 2020 through June 30, 2021;

9 20.1.2 \$2,000,000 for July 1, 2021 through June 30, 2022; and

10 20.1.3 \$2,000,000 for July 1, 2022 through June 30, 2023.

11 20.2 Allowable Costs

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

18 20.3 Claims

19 20.3.1 CONTRACTOR shall submit monthly claims to be received by
20 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
21 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
22 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
23 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
24 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
25 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

26 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
27 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
28 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,

1 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
2 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
3 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
4 shall retain all financial records in accordance with Paragraph 25 of this Agreement.

5 20.3.3 Payments should be released by COUNTY within a reasonable time period
6 of approximately thirty (30) days after receipt of a correctly completed claim form and required
7 supporting documentation.

8 20.3.4 Year-End and Final Claims

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

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

24 21. OVERPAYMENTS

25 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
26 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
27 any applicable regulations and/or policies in effect during the term of this Agreement, or as
28 established by COUNTY procedure. Any overpayments made by COUNTY which result from a

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. FINAL REPORT

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

19 24. INDEPENDENT AUDIT

20 24.1 CONTRACTOR shall employ a licensed certified public accountant who shall
21 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
22 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
23 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
24 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
25 the aforementioned regulations for any year covered during the term of this Agreement,
26 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
27 CONTRACTOR's financial statements. The audit must be performed in accordance with
28 generally accepted government auditing standards. CONTRACTOR shall cooperate with

1 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
2 months after issuance of all audit reports with regard to audit exceptions.

3 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
4 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
5 audits for each of the fiscal cycles corresponding with the term of this Agreement.
6 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
7 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
8 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
9 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
10 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
11 CONTRACTOR.

12 25. RECORDS, INSPECTIONS, AND AUDITS

13 25.1 Financial Records

14 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete
15 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
16 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
17 State, and federal audits are completed, whichever is later.

18 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
19 internal control, and financial reporting standards in conformity with generally accepted
20 accounting principles established by the American Institute of Certified Public Accountants and
21 to the satisfaction of ADMINISTRATOR.

22 25.2 Client Records

23 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
24 of clients served and dates and type of services provided under the terms of this Agreement in a
25 form acceptable to ADMINISTRATOR.

26 25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
27 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
28 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,

1 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
2 requests and COUNTY provides written approval for the right to store the records in another
3 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
4 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
5 accordance with Subparagraph 41.2.

6 25.2.3 COUNTY may refuse payment for a claim if client records are determined
7 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
8 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
9 overpayment within the provisions of this Agreement.

10 25.3 Public Records

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

14 25.4 Inspections and Audits

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

23 25.4.2 CONTRACTOR shall make its books and records available within the
24 borders of Orange County within ten (10) days of receipt of written demand by
25 ADMINISTRATOR.

26 25.4.3 In the event CONTRACTOR does not make available its books and
27 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
28 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to

1 obtain CONTRACTOR's books and records.

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

6 25.5 Evaluation Studies

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

10 26. PERSONNEL DISCLOSURE

11 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services
12 through this Agreement, paid and unpaid, including those identified in Paragraph 16 of Exhibit A
13 (hereinafter referred to as "Personnel").

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

18 26.2.1 Names and dates of birth of all Personnel by title, whose direct services are
19 required to provide the programs described herein;

20 26.2.2 A brief description of the functions of each position and the hours each
21 person works each week, or for part-time Personnel, each day or month, as appropriate;

22 26.2.3 The professional degree, if applicable, and experience required for each
23 position; and

24 26.2.4 The language skill, if applicable, for all Personnel.

25 26.3 Where authorized by law, and in a manner consistent with California Government
26 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
27 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
28 offenses. Information discovered subsequent to the hiring or promotion of any prospective

1 Personnel shall be cause for termination from the performance of services under this Agreement.

2 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
3 a clearance on the following public websites of the names and dates of birth for all Personnel who
4 will have direct, interactive contact with clients served through this Agreement: U.S. Department
5 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
6 Registry (www.meganslaw.ca.gov).

7 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
8 a criminal record background check on all Personnel who will have direct, interactive contact with
9 clients served through this Agreement. Background checks conducted through the California
10 Department of Justice shall include a check of the California Central Child Abuse Index, when
11 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
12 performance of services under this Agreement.

13 26.6 CONTRACTOR shall ensure that clearances and background checks described in
14 Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing
15 services under this Agreement.

16 26.7 In the event a record is revealed through the processes described in Subparagraphs
17 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
18 Personnel providing services through this Agreement.

19 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
20 provide services under this Agreement have satisfactory past work records and/or reference checks
21 indicating their ability to perform the required duties and accept the kind of responsibility
22 anticipated under this Agreement. CONTRACTOR shall maintain records of background
23 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
24 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
25 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
26 are completed, whichever is later, in compliance with all applicable laws.

27 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
28 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any

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

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

13 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
14 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
15 terms and conditions of this Agreement.

16 27. 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 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or

1 State statutes or regulations pertaining to the eligibility for employment of any persons performing
2 work under this Agreement.

3 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

4 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
5 that all employees, agents, subcontractors, and all other individuals performing services under this
6 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
7 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
8 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
9 agents, subcontractors, and all other individuals performing services under this Agreement to sign
10 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
11 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
12 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
13 they now exist or as they may hereafter be amended.

14 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
15 LAW

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

20 30. CONFIDENTIALITY

21 30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
22 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations
23 promulgated thereunder relating to privacy and confidentiality, as each may now exist or be
24 hereafter amended.

25 30.2 All records and information concerning any and all persons referred to
26 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
27 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
28 individuals performing services under this Agreement. CONTRACTOR shall require all of its

1 employees, agents, subcontractors, and all other individuals performing services under this
2 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
3 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
4 of this Agreement.

5 30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
6 other individuals performing services under this Agreement of this provision and that any person
7 violating the provisions of said California state law may be guilty of a crime.

8 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
9 to the confidentiality requirements of this Agreement.

10 31. SECURITY

11 31.1 Security Requirements

12 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
13 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
14 confidentiality that currently exists or exists at any time during the term of this Agreement.
15 CONTRACTOR represents and warrants that it has implemented and will maintain during the
16 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
17 private and confidential client information, to protect against anticipated threats to the security or
18 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
19 use of COUNTY data. Such safeguards and controls shall include at a minimum:

20 31.1.1.1 Storage of confidential paper files that ensures records are
21 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

22 31.1.1.2 Control of access to physical and electronic records to ensure
23 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
24 services.

25 31.1.1.3 Control to prevent unauthorized access and to prevent
26 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

27 31.1.1.4 Firewall protection.

28 31.1.1.5 Use of encryption methods of electronic COUNTY data while

1 in transit from CONTRACTOR networks to external networks, when applicable.

2 31.1.1.6 Measures to securely store all COUNTY data, including, but not
3 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
4 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
5 CONTRACTOR further represents and warrants that it has implemented and will maintain during
6 the term of this Agreement administrative, technical, and physical safeguards and controls
7 consistent with State and federal security requirements.

8 31.2 Security Breach Notification

9 31.2.1 CONTRACTOR shall have policies and procedures in place for the
10 effective management of Security Breaches, as defined below. In the event of any actual,
11 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
12 experiences or learns of that either compromises or could reasonably be expected to comprise
13 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
14 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
15 notification, CONTRACTOR shall, at its own expense, immediately:

16 31.2.1.1 Investigate to determine the nature and extent of the Security
17 Breach.

18 31.2.1.2 Contain the incident by taking necessary action, including, but
19 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
20 security.

21 31.2.1.3 Report to COUNTY the nature of the Security Breach, the
22 COUNTY data used or disclosed, the person who made the unauthorized use or received the
23 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
24 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
25 take to prevent future similar unauthorized use or disclosure.

26 31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
27 determine what actions are necessary in response to the Security Breach and who will perform
28 these actions. Actions may include, but are not limited to: notifications; investigation and

1 remediation costs, including notification of all whose personal information was disclosed; outside
2 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
3 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
4 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
5 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
6 required actions.

7 32. COPYRIGHT ACCESS

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

11 33. WAIVER

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

18 34. SERVICES DURING EMERGENCY AND/OR DISASTER

19 34.1 CONTRACTOR acknowledges that service usage may surge during or after an
20 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
21 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
22 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
23 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
24 described above may require resources or support beyond the local government's capability and
25 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
26 council, county board of supervisors, or state) and may be declared at the federal level by the
27 President of the United States.

28 34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust

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

7 34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
8 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
9 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
10 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
11 that apply during non-emergency/disaster conditions.

12 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

13 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
14 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
15 commercial advertisement, promotional purposes, announcements, displays, or press releases,
16 without COUNTY's prior written consent is expressly prohibited.

17 35.2 CONTRACTOR may develop and publish information related to this Agreement
18 where all of the following conditions are satisfied:

19 35.2.1 ADMINISTRATOR provides its written approval of the content and
20 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
21 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

22 35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
23 a statement that the program, wholly or in part, is funded through County, State, and Federal
24 Government funds;

25 35.2.3 The information does not give the appearance that the COUNTY, its
26 officers, employees, or agencies endorse:

27 35.2.3.1 Any commercial product or service; and

28 35.2.3.2 Any product or service provided by CONTRACTOR, unless

1 approved in writing by ADMINISTRATOR; and

2 35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
3 or other publicly available social media sites) to publish information related to this Agreement,
4 CONTRACTOR shall develop social media policies and procedures and have them available to
5 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
6 and Procedures as they pertain to any social media developed in support of the services described
7 within this Agreement. The policy is available on the Internet at
8 <http://www.ocgov.com/gov/cco/cio/govpolicies>.

9 36. REPORTS

10 36.1 CONTRACTOR shall provide information deemed necessary by
11 ADMINISTRATOR to complete any State-required reports related to the services provided under
12 this Agreement.

13 36.2 CONTRACTOR shall maintain records and submit reports containing such data
14 and information regarding the performance of CONTRACTOR's services, costs, or other data
15 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
16 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
17 written notice to CONTRACTOR.

18 37. ENERGY EFFICIENCY STANDARDS

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

21 38. ENVIRONMENTAL PROTECTION STANDARDS

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

27 38.1 No facility to be utilized in the performance of the proposed grant has been listed
28 on the EPA List of Violating Facilities;

1 38.2 It will notify COUNTY prior to award of the receipt of any communication from
2 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
3 grant is under consideration to be listed on the EPA List of Violating Facilities; and

4 38.3 It will notify COUNTY and EPA about any known violation of the above laws and
5 regulations.

6 39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
7 CERTAIN FEDERAL TRANSACTIONS

8 39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
9 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
10 by the Office of Management and Budget (OMB) and published in the Federal Register dated
11 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
12 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
13 contain, and CONTRACTOR must certify compliance utilizing a form provided by
14 ADMINISTRATOR that cites the following:

15 39.1.1 The definitions and prohibitions contained in the clause at Federal
16 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
17 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
18 B of this certification.

19 39.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
20 knowledge and belief as of December 23, 1989, that

21 39.1.2.1 No federal appropriated funds have been paid or will be paid to
22 any person for influencing or attempting to influence an officer or employee of any agency, a
23 Member of Congress, an officer or employee of Congress, or an employee of a Member of
24 Congress on his or her behalf in connection with the awarding of any federal contract, the making
25 of any federal grant, the making of any federal loan, the entering into of any cooperative
26 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
27 contract, grant, loan or cooperative agreement;

28 39.1.2.2 If any funds other than federal appropriated funds (including

1 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
2 person for influencing or attempting to influence an officer or employee of any agency, a Member
3 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
4 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
5 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
6 and

7 39.1.2.3 He or she will include the language of this certification in all
8 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
9 \$100,000 shall certify and disclose accordingly.

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

15 40. POLITICAL ACTIVITY

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

19 41. TERMINATION PROVISIONS

20 41.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
21 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
22 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
23 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
24 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
25 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
26 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
27 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
28 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

1 41.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
2 notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to
3 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
4 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
5 parties. During the Transition Period, service and data access shall continue to be made available
6 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
7 transitioning all data in the format determined by COUNTY.

8 41.3 In the event of termination of this Agreement, cessation of business by
9 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
10 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
11 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
12 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
13 Agreement.

14 41.4 The obligations of COUNTY under this Agreement are contingent upon the
15 availability of federal and/or State funds, as applicable, for the reimbursement of
16 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
17 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
18 remains in effect or operation. In the event that such funding is terminated or reduced,
19 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
20 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
21 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
22 notification of such determination. CONTRACTOR shall immediately comply with
23 ADMINISTRATOR’s decision.

24 41.5 If any term, covenant, condition, or provision of this Agreement or the application
25 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
26 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
27 thereby.

28 42. GOVERNING LAW AND VENUE


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

8 43. SIGNATURE IN COUNTERPARTS

9 43.1 The parties agree that separate copies of this Agreement may be signed by each of
10 the parties, and this Agreement will have the same force and effect as if the original had been
11 signed by all the parties.

12 43.2 CONTRACTOR represents and warrants that the person executing this Agreement
13 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
14 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
15 requirements of CONTRACTOR have been fulfilled to provide such actual authority.
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28

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

By: 
MARTIN MARTINEZ
CONTROLLER/DIRECTOR OF FINANCE/
CONTRACTS ASSOCIATE
1736 FAMILY CRISIS CENTER

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 5/20/2020

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: 5/21/20

1 EXHIBIT A
 2 TO
 3 AGREEMENT
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 1736 FAMILY CRISIS CENTER
 8 FOR THE PROVISION OF
 9 HOUSING SUPPORT PROGRAM SERVICES
 10

11 1. POPULATION TO BE SERVED

12 1.1 CONTRACTOR shall provide services to Client(s) in the CalWORKs Program
 13 who are referred by CalWORKs Staff. The population to be served as defined in this Paragraph
 14 shall hereinafter be referred to as “CLIENT/CLIENTS.” CLIENTS referred to Housing Support
 15 Program (HSP) services will meet at least one (1) of the following criteria:

16 1.1.1 Lacking a fixed and regular nighttime residence; and either

17 1.1.1.1 Having a primary nighttime residence that is a supervised
 18 publically or privately operated shelter designed to provide temporary living accommodations; or

19 1.1.1.2 Residing in a public or private place not designed for, or
 20 ordinarily used as, a regular sleeping accommodation for human beings.

21 1.1.2 In receipt of a judgment for eviction, as ordered by a court.

22 2. DEFINITIONS

23 2.1 Cal-OAR: California CalWORKs Outcomes and Accountability Review (Cal-
 24 OAR) is a local, data-driven program management system that facilitates continuous improvement
 25 of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best
 26 practices. As required by California WIC Section 11523, Cal-OAR consists of three (3) core
 27 components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a
 28 CalWORKs system improvement plan (Cal-SIP).

1 2.2 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997
2 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by
3 County Welfare Departments and provides cash assistance, case management, job services, job
4 training, and supportive services to assist CalWORKs recipients in overcoming barriers to
5 obtaining and/or maintaining stable employment, with the goal of achieving economic self-
6 sufficiency.

7 2.3 CalWORKs 2.0: CalWORKs 2.0 is a County Welfare Directors Association of
8 California (CWDA) strategic initiative efforts. It is the next generation vision to set families on a
9 path of self-sufficiency using a goal-achievement service delivery framework. CalWORKs 2.0
10 focuses on helping CalWORKs families set and achieve goals, which requires an environment of
11 flexibility and support, and a shift from directive case management to individualized case
12 management focused on unique whole-family needs in making service delivery decisions.

13 2.4 Continuum of Care (CoC): A community plan to organize and deliver housing and
14 services to meet the specific needs of people who are homeless as they move to stable housing and
15 maximize self-sufficiency, which includes action steps to end and prevent a return to
16 homelessness.

17 2.5 Coordinated Entry (CE) Process: Coordination and management of resources for a
18 crisis response system that allows users to make consistent decisions utilizing available
19 information to efficiently and effectively connect people to housing and service interventions to
20 end their homelessness. Through CE, a CoC ensures the highest need, most vulnerable households
21 in the community are prioritized for housing and services first.

22 2.6 Homeless Management Information System (HMIS): A local information
23 technology system used to collect CLIENT-level demographics and data on the provision of
24 housing and services to homeless individuals and families and persons at risk of homelessness.
25 The Orange County HMIS tracks CLIENT demographic and service information on homeless and
26 at risk CLIENTS served by participating Orange County service providers.

27 2.7 Housing First: A homeless assistance approach required by Senate Bill (SB) 1380
28 (Chapter 847, Statutes of 2016) to quickly and successfully connect individuals and families

1 experiencing homelessness to permanent housing without preconditions and barriers to entry, such
2 as sobriety, treatment, or service participation requirements.

3 2.8 Individualized Services Plan (ISP): A documented outline that defines the
4 CLIENT's individual goals, action steps, and time frames for meeting their desired goals.

5 2.9 Multi-Disciplinary Team (MDT): A team of individuals with diverse expertise that
6 meets to review case and family elements to optimize the Welfare-to-Work Activities. MDT
7 members may consist of the following: Case Manager, Facilitator, Behavioral Health Services
8 staff, Public Health Nurse, educational providers, designated County staff, Domestic Abuse
9 Services Unit staff, Administrator's Children and Family Services (CFS) Senior Social Worker,
10 and any other relevant individuals.

11 2.10 Permanent Housing (PH): Permanent Housing is defined as community-based
12 housing without a designated length of stay in which formerly homeless individuals and families
13 live as independently as possible. Under PH, a CLIENT must be the tenant on a lease (or sublease)
14 for an initial term of at least one (1) year that is renewable and is terminable only for cause.

15 2.11 Rapid Re-housing (RRH): An intervention designed to help individuals and
16 families quickly exit homelessness, return to housing in the community, and not become homeless
17 again in the near term.

18 3. HOURS OF OPERATION

19 3.1 CONTRACTOR shall provide services during hours that are responsive to the
20 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,
21 CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m.,
22 except COUNTY holidays as established by the Orange County Board of Supervisors. However,
23 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

24 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
25 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
26 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
27 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
28 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's

1 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit A. Any unauthorized
2 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall
3 not be reimbursed.

4 4. SERVICE LOCATIONS

5 CONTRACTOR shall provide HSP Services in facilities and locations throughout Orange
6 County, including, but not limited to, CLIENT's residence or sites mutually agreed upon by
7 CONTRACTOR and CLIENT. If CLIENT cannot come to CONTRACTOR's facility, or prefers
8 not to, CONTRACTOR staff will meet CLIENT at an agreed upon location.

9 5. REFERRALS AND ASSESSMENT

10 CONTRACTOR shall accept and provide services to all eligible CLIENTS referred by
11 ADMINISTRATOR within the available funding, regardless of the number of referrals.
12 CONTRACTOR shall not refuse CLIENTS without ADMINISTRATOR's approval.

13 5.1 All referrals will be reviewed, assessed, and assigned to a Case Manager by
14 CONTRACTOR within two (2) business days of receipt.

15 5.2 After case assignment, the assigned Case Manager shall contact CLIENTS within
16 two (2) business days via phone call, email, text, and/or in person. A minimum of three (3)
17 attempts will be made to contact CLIENTS utilizing CLIENTS' preferred communication method
18 to schedule an intake meeting.

19 5.3 Schedule a face-to-face intake meeting with CLIENT within two (2) business days
20 from the date referral contact is made with the CLIENT per Subparagraph 5.2 of this Exhibit.
21 During the meeting, CONTRACTOR will further evaluate CLIENT's housing needs and barriers
22 to obtaining and maintaining housing. Key indicators for housing support will include:

23 5.3.1 Employment history and ability to obtain employment income.

24 5.3.2 History of housing evictions.

25 5.3.3 Family composition and support resources.

26 5.3.4 Credit history.

27 5.3.5 Income to debt ratio.

28 5.3.6 Criminal history.

1 5.3.7 Number of homeless episodes.

2 5.3.8 Mental health.

3 5.3.9 Disabilities.

4 5.4 Meet weekly with CLIENTS to set goals aimed at reducing CLIENTS' barriers to
5 obtaining and maintaining housing in order to become self-sufficient once assistance has been
6 expended.

7 5.5 Ensure placement of CLIENTS in emergency housing, upon funding availability,
8 to assist them while working to obtain and secure permanent housing.

9 5.6 Provide a disposition on all referrals (e.g. approved, denied, or CLIENT declined)
10 regarding each referral received based on criteria established by the COUNTY within thirty (30)
11 days from the date referral is received.

12 6. SERVICES

13 CONTRACTOR shall:

14 6.1 Provide services in a manner sensitive to literacy, language, and sociocultural issues
15 that may impact CLIENTS, and in a manner that addresses barriers to obtaining housing.

16 6.2 Utilize evidence-based models and approaches, such as Rapid Re-Housing and
17 Housing First principles, to assist CLIENTS in quickly obtaining permanent housing and to
18 provide wrap-around support to foster permanent housing retention.

19 6.3 Ensure HSP components include: Housing Identification, Rental and Move-In
20 Assistance, and Rapid Re-Housing Case Management and Services.

21 6.4 Establish connections to existing local CoC and CE resources to ensure that
22 Families will be linked to appropriate local homeless support services and resources.

23 6.5 Comply, participate, and contribute CLIENT-level data to HMIS. Enter all
24 CLIENT information into the HMIS.

25 6.6 Provide information deemed necessary by ADMINISTRATOR to complete any
26 State required reports related to services provided.

27 6.7 Ensure that habitability and safety standards are assessed (including lead-based
28 paint assessments) before CLIENTS are placed in housing units.

1 6.8 Provide housing search and placement services to CLIENTS.

2 6.9 Maximize opportunities to provide integrated, coordinated, and easily accessible
3 services and resources for CLIENTS, that utilize federal, State, and community funding
4 opportunities.

5 6.10 Ensure services are outcome-driven and identify indicators that accurately reflect
6 progress towards contract deliverables.

7 6.11 Ensure CONTRACTOR's staff directly serving CLIENTS and first line supervisors
8 are thoroughly familiar with COUNTY policies and related instructions as it pertains to HSP
9 Services.

10 6.12 Housing Identification

11 6.12.1 Develop an understanding of the COUNTY's housing market. Develop
12 strong business relationships in the private housing market (real estate owners, developers,
13 brokers, and property managers) and the supportive housing community.

14 6.12.2 Develop, maintain, and provide a list of potential housing opportunities for
15 CLIENTS to assist with effective housing search.

16 6.12.3 Develop relationships with new landlords and/or property managers.

17 6.12.4 Provide staff to manage landlord recruitment and engagement, and serve as
18 a liaison between tenants and landlords to help manage the challenges and barriers to locating
19 affordable housing for homeless CLIENTS.

20 6.12.5 Provide landlords with direct access to a support phone line and a dedicated
21 point person who can respond to their concerns and needs, and promptly intervene with tenants
22 when requested.

23 6.12.6 Actively recruit and retain landlords and housing managers willing to rent
24 to CLIENTS who may otherwise fail to pass typical tenant criteria.

25 6.12.7 Recruit landlords to provide housing opportunities in the communities and
26 neighborhoods where CLIENTS want to live, and negotiate with landlords to help CLIENTS
27 access housing.

28 6.12.8 Utilize marketing tools and rental subsidies as incentives for engaging

1 landlords to rent to CLIENTS with barriers to housing stability.

2 6.12.9 Address potential barriers to landlord participation in HSP such as concerns
3 about temporary nature of rental assistance and tenant qualifications.

4 6.13 Financial, Rental, and Move-In Assistance

5 6.13.1 Provide financial assistance to cover move-in costs, deposits, and the rental
6 and/or utility assistance necessary to allow CLIENTS to move immediately into Permanent
7 Housing.

8 6.13.2 Assist CLIENTS in securing short-term shelter such as emergency shelter
9 placement or motel vouchers while searching for permanent shelter placement.

10 6.13.3 Maximize the number of CLIENTS served by providing financial
11 assistance on a decreasing or as needed basis to transition them from emergency shelter placement
12 to stabilized permanent housing.

13 6.13.4 Ensure rent and move-in assistance is flexible and tailored to the changing
14 needs of CLIENTS.

15 6.13.5 Notify the Social Services Agency (SSA) for service extension approval
16 ten (10) days prior to expiration of financial assistance.

17 6.14 Rapid Re-Housing Case Management Services

18 6.14.1 Assist eligible CLIENTS facing homelessness utilizing the COUNTY of
19 Orange RRH strategies to provide financial assistance, housing counseling, and case management.

20 6.14.2 Assist CLIENTS in connecting with appropriate community-based
21 organizations and resources.

22 6.14.3 Identify CLIENTS' strengths utilizing motivational and strength-based
23 techniques.

24 6.14.4 Provide case management services that are CLIENT-friendly and CLIENT-
25 centered utilizing CalWORKs 2.0 approach.

26 6.14.5 Hold case management sessions weekly or as needed, at a mutually
27 agreeable location to meet the needs of CLIENTS.

28 6.14.6 Actively engage CLIENTS in case management services including case

1 planning and goal-setting utilizing CalWORKs 2.0 approach.

2 6.14.7 Provide case management services to maintain housing stability that
3 include, but are not limited to:

4 6.14.7.1 Housing sustainability plan with outlined strategies for
5 budgeting/money management (reducing expenses).

6 6.14.7.2 Job development.

7 6.14.7.3 Income enhancement such as employment resources/linkages,
8 substance abuse treatment by referral.

9 6.14.7.4 Aftercare services.

10 6.14.8 Assist CLIENTS to identify and select Permanent Housing options based
11 on their unique needs, preferences, and financial resources.

12 6.14.9 Assist CLIENTS in resolving issues that may impede access to housing
13 such as credit history, legal issues, multiple evictions, and rental and utility arrears.

14 6.14.10 Accompany CLIENTS to housing appointments.

15 6.14.11 Help CLIENTS navigate the housing search/placement process (e.g.
16 conducting mock housing interviews and accessing pilot and/or CES resources for credit check
17 fees and deposits).

18 6.14.12 Assist CLIENTS in negotiating manageable and appropriate lease
19 agreements with landlords.

20 6.14.13 Assist CLIENTS in locating housing in preferred neighborhoods which are:
21 affordable; accessible to public transportation; close to CLIENTS' employment; and safe.

22 6.14.14 Monitor CLIENTS' housing stability and be available to resolve issues or
23 conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while
24 also helping CLIENTS develop and employ skills they will use to retain housing once they are no
25 longer in the program.

26 6.14.15 Reassess CLIENT households on a regular basis to determine if further
27 financial assistance is needed. Factors for continued assistance may include, but are not limited
28 to:

1 6.14.15.1 Whether or not the household still meets CalWORKs program
2 eligibility.

3 6.14.15.2 Determination of continuing need.

4 6.14.15.3 Anticipation of employment opportunity or increased income in
5 the prospective future.

6 6.14.15.4 Program compliance.

7 6.14.15.5 Active participation in case management and progress toward
8 housing goals.

9 6.14.16 Provide follow-up case management at thirty (30), sixty (60), and ninety
10 (90) calendar day intervals for up to one (1) year from the date of original intervention after
11 financial assistance is expended.

12 6.14.17 Coordinate with SSA staff to minimize duplication of services.

13 7. GOALS

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

15 7.1 A minimum of seventy percent (70%) of CalWORKs CLIENTS served in HSP will
16 be successful in finding Permanent Housing.

17 7.2 For July 1, 2020 through June 30, 2021:

18 7.2.1 A minimum of sixty-five percent (65%) of newly referred CalWORKs
19 CLIENTS successfully placed in Permanent Housing will remain housed after one (1) year from
20 the original permanent placement.

21 7.3 For July 1, 2021 through June 30, 2022:

22 7.3.1 A minimum of seventy percent (70%) of newly referred CalWORKs
23 CLIENTS successfully placed in Permanent Housing will remain housed after one (1) year from
24 the date of original permanent placement.

25 7.4 For July 1, 2022 through June 30, 2023:

26 7.4.1 A minimum of seventy-five percent (75%) of newly referred CalWORKs
27 CLIENTS successfully placed in Permanent Housing will remain housed after one (1) year from
28 the date of original permanent placement.

1 8. PERFORMANCE OUTCOME OBJECTIVES

2 CONTRACTOR shall meet the following outcomes during each fiscal year of this
3 Agreement:

4 8.1 A hundred percent (100%) of participants referred will be provided a disposition
5 (i.e. acceptance or rejection) within thirty (30) business days from the date the referral is received.

6 8.2 A minimum of eighty percent (80%) of all CalWORKs HSP referrals accepted will
7 receive HSP services.

8 8.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify
9 performance outcome objectives, as set forth in this Paragraph and as authorized by COUNTY,
10 without reducing the level of service to be provided by CONTRACTOR.

11 9. REPORTING REQUIREMENTS

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

15 9.1 Total number of referrals received from SSA, dispositions and outcomes;

16 9.2 Caseload movement: total number of active cases; total number of cases
17 discontinued; and case status at end of the month.

18 9.3 Financial assistance expenditures.

19 9.4 CLIENTS newly entered into HMIS.

20 9.5 Total number of housing services provided, such as, but not limited to:

21 9.5.1 Case management.

22 9.5.2 Landlord engagement.

23 9.5.3 Housing search and placement.

24 9.5.4 Legal service.

25 9.5.5 Credit repair.

26 9.5.6 Temporary Shelter Assistance.

27 9.6 Status of Outcome Objectives stated in Subparagraph 7 of this Exhibit.

28 10. FACILITIES

1 10.1 CONTRACTOR shall provide facility(ies) for administering the HSP.
2 CONTRACTOR's facilities shall be safe, clean, and maintained in compliance with all applicable
3 laws, rules, regulations, building codes, statutes, and orders, as they now exist, or may be
4 subsequently amended.

5 Administrative services under this Agreement shall be provided at:

6 1736 Family Crisis Center
7 12391 Lewis Street Suite 103
8 Garden Grove, CA 92840

9 10.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
10 facility(ies) and location(s) where services shall be provided without changing COUNTY's
11 maximum obligation.

12 11. HANDLING COMPLAINTS

13 11.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving,
14 investigating, and responding to complaints.

15 11.2 CONTRACTOR shall maintain a log for identification and response to complaints.
16 When complaints cannot be resolved informally, a system of follow-through shall be instituted.
17 Responses to complaints shall occur within two (2) business days, unless otherwise authorized by
18 ADMINISTRATOR.

19 11.3 When CONTRACTOR believes any complaint may have legal implications for
20 CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to
21 ADMINISTRATOR prior to responding to the complaint.

22 11.4 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by
23 COUNTY, information pertaining to complaints, as well as CONTRACTOR's response to any
24 complaints as described above within ten (10) business days of the complaint, except as provided
25 for in Subparagraph 11.3. CONTRACTOR shall provide a summary of all complaints as
26 prescribed and on a format approved by ADMINISTRATOR. Complaints include, but are not
27 limited to, complaints from CLIENTS, other contract service providers, community organizations,
28 and the public.

1 12. QUALITY ASSURANCE AND QUALITY CONTROL

2 12.1 CONTRACTOR shall be required to establish and utilize a comprehensive Quality
3 Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program
4 service and quality. The Quality Control Plan shall be effective on the effective date of this
5 Agreement and submitted within thirty (30) days of the effective date of this Agreement. The
6 Quality Control Plan shall be updated and resubmitted for ADMINISTRATOR approval when
7 changes occur.

8 12.1.1 The Quality Control Plan shall include, but not be limited to, the following:

9 12.1.1.1 The method for ensuring the services, deliverables, and
10 requirements are being provided as defined in this Agreement.

11 12.1.1.2 The method for assuring that the staff rendering services under
12 this Agreement have the necessary qualifications.

13 12.1.1.3 The method for assuring all staff receives initial and ongoing
14 training for implementation of Paragraph 6 of this Exhibit A.

15 12.1.1.4 The method for identifying and preventing deficiencies in the
16 quality of service.

17 12.1.1.5 The method for providing ADMINISTRATOR with a copy of
18 CONTRACTOR case reviews, and a clear description of any corrective action taken to resolve
19 identified problems.

20 12.1.1.6 Items/areas to be inspected on either a scheduled or unscheduled
21 basis, how often inspections will be accomplished, and the title of the individual(s) who will
22 perform the inspections.

23 12.1.1.7 Specific methods for identifying and preventing deficiencies in
24 the quality of service performed, before the level of performance becomes unacceptable.

25 12.1.1.8 Maintenance of a file of all inspections conducted by
26 CONTRACTOR and, if necessary, the corrective action taken.

27 12.1.1.9 Method for continuing services in the event of an emergency,
28 such as a strike by CONTRACTOR's employees or a natural disaster.

1 13. UTILIZATION REVIEW

2 13.1 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR’S
3 facility referenced in Paragraph 10 of this Exhibit A, with date and time determined at
4 ADMINISTRATOR’S discretion. The review may include, but is not limited to, an evaluation of
5 the necessity and appropriateness of services provided and length of services. CLIENTS cases to
6 be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and
7 closed cases. ADMINISTRATOR may provide oral and/or written feedback regarding the UR
8 findings. CONTRACTOR shall comply with the findings of the UR and take corrective action
9 accordingly.

10 14. MEETINGS

11 14.1 Participate in meetings to address service delivery issues on a monthly basis or as
12 requested by ADMINISTRATOR.

13 14.2 Attend other meetings as requested by ADMINISTRATOR.

14 14.3 Attend MDT meetings to engage CLIENTS in a discussion focused on CLIENTS’
15 strengths and priority needs.

16 15. TRAINING

17 15.1 CONTRACTOR’s staff shall attend SSA training, conferences, and meetings as
18 required by SSA.

19 15.2 CONTRACTOR shall provide staff with ongoing training and assistance to ensure
20 that service deliverables are met.

21 15.3 CONTRACTOR shall ensure that staff receives cultural awareness and
22 responsiveness training.

23 15.4 CONTRACTOR shall maintain a log of in-house training activities for staff. This
24 log shall be made available to SSA, upon request.

25 16. BUDGET

26 16.1 The budget for services provided pursuant to Exhibit A of this Agreement is set
27 forth as follows:

28 Annual Budget Period for July 1, 2020 – June 30, 2021

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Director of Domestic Violence Housing and Rapid Rehousing Services	D	44.71	0.40	\$37,200
Case Manager/RRH/DV Housing Supervisor	D	28.84	0.50	30,000
Case Managers	D	21.63	3.00	135,000
Senior Director of Community Response and Relations	A	95.29	0.05	<u>9,911</u>
Staffing Subtotal				\$212,111
EMPLOYEE BENEFITS (40%) ⁽⁴⁾				<u>\$84,844</u>
TOTAL SALARIES AND BENEFITS				<u>\$296,955</u>
<u>SERVICES AND SUPPLIES</u>				
Office Expense				\$10,000
Telephone				3,500
Mileage ⁽⁵⁾				<u>7,500</u>
TOTAL SERVICES AND SUPPLIES				\$21,000
<u>OPERATING EXPENSES</u>				
Facility Lease/Rental				\$30,000
Equipment Lease/Rental				4,000
Maintenance				1,500
Insurance				6,500
Other - Furniture and Equipment				<u>25,000</u>
TOTAL OPERATING EXPENSES				\$67,000
<u>DIRECT FINANCIAL ASSISTANCE</u>				
Move-In Assistance				\$187,741
Rent Subsidies				<u>740,000</u>
TOTAL DIRECT FINANCIAL ASSISTANCE				\$927,741
<u>INDIRECT COSTS (15%)</u> ⁽⁶⁾				\$187,304
MAXIMUM OBLIGATION JULY 1, 2020 - JUNE 30, 2021				\$1,500,000

1 Annual Budget Period for July 1, 2021 – June 30, 2022

2 STAFFING AND BENEFITS:

3	<u>STAFFING</u>	<u>Position</u>	<u>Maximum</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
		<u>Type ⁽¹⁾</u>	<u>Hourly Rate⁽²⁾</u>		
4	Director of Domestic Violence Housing and Rapid Rehousing Services	D	44.94	.20	\$18,600
5	Housing Navigator (bi-lingual) Case Managers	D	19.54	2.00	81,280
6	Director of Veteran and Housing Program	D	21.98	4.00	182,880
7	Senior Director of Clinical Services and Programs	D	51.29	.03	3,200
8	Senior Director of Community Response and Relations	A	96.82	.05	10,069
9		A	96.82	.05	<u>10,069</u>
10	Staffing Subtotal				\$306,098
11	EMPLOYEE BENEFITS (40%) ⁽⁴⁾				<u>\$122,439</u>
12	TOTAL SALARIES AND BENEFITS				\$428,537
13	<u>SERVICES AND SUPPLIES</u>				
14	Office Expense				\$10,000
15	Telephone				3,500
16	Mileage ⁽⁵⁾				<u>7,500</u>
17	TOTAL SERVICES AND SUPPLIES				\$21,000
18	<u>OPERATING EXPENSES</u>				
19	Facility Lease/Rental				\$30,600
20	Equipment Lease/Rental				4,000
21	Maintenance				1,500
22	Insurance				<u>6,500</u>
23	TOTAL OPERATING EXPENSES				\$42,600
24	<u>DIRECT FINANCIAL ASSISTANCE</u>				
25	Move-In Assistance				\$250,000
26	Rent Subsidies				<u>\$997,863</u>
27	TOTAL DIRECT FINANCIAL ASSISTANCE				1,247,863
28	<u>INDIRECT COSTS (15%) ⁽⁶⁾</u>				\$260,000
	MAXIMUM OBLIGATION JULY 1, 2021 - JUNE 30, 2022				\$2,000,000

1 Annual Budget Period for July 1, 2022 – June 30, 2023

2 STAFFING AND BENEFITS:

3	<u>STAFFING</u>	<u>Position</u>	<u>Maximum</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
4		<u>Type ⁽¹⁾</u>	<u>Hourly Rate⁽²⁾</u>		
4	Director of Domestic Violence	D	46.15	.20	\$19,200
5	Housing and Rapid Rehousing Services	D	19.85	2.00	82,580
6	Housing Navigator (bi-lingual)	D	22.33	4.00	185,806
7	Case Managers	D			
8	Director of Veteran and Housing	D	52.11	.03	3,252
9	Program	A	98.37	.05	10,231
10	Senior Director of Clinical Services	A	98.37	.05	10,231
11	and Programs				
12	Senior Director of Community	A	98.37	.05	10,231
13	Response and Relations				
14	Staffing Subtotal				\$311,300

15	EMPLOYEE BENEFITS (40%) ⁽⁴⁾				\$124,520
16	TOTAL SALARIES AND BENEFITS				435,820

17 SERVICES AND SUPPLIES

18	Office Expense				\$10,000
19	Telephone				3,500
20	Mileage ⁽⁵⁾				7,500
21	TOTAL SERVICES AND SUPPLIES				21,000

22 OPERATING EXPENSES

23	Facility Lease/Rental				\$31,212
24	Equipment Lease/Rental				4,000
25	Maintenance				1,500
26	Insurance				6,500
27	Other				0
28	TOTAL OPERATING EXPENSES				\$43,212

29 DIRECT FINANCIAL ASSISTANCE

30	Move-In Assistance				\$250,000
31	Rent Subsidies				\$989,968
32	TOTAL DIRECT FINANCIAL				
33	ASSISTANCE				1,239,968

34	<u>INDIRECT COSTS (15%)⁽⁶⁾</u>				\$260,000
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**MAXIMUM OBLIGATION JULY
1, 2022 - JUNE 30, 2023****\$2,000,000**

(1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to CLIENTS and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program. Proposed administrative costs should be held to no more than forty percent (40%) of the proposed budget year. The cost of case management staff is to be included in the forty percent (40%) administrative cost limit. CONTRACTOR shall budget a minimum of sixty percent (60%) of total costs for direct financial assistance which includes direct services staff (e.g. Housing Navigator, First Line Supervisor), rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and making the home habitable.

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

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

(4) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers’ Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 40% of the actual salary expense claimed.

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

1 (6) Indirect costs includes administrative costs not directly charged to the program,
2 including annual single audit cost, fringe benefits, operating expenses associated with
3 administration, rent, parking, occupancy cost, office expenses, telephone, insurance cost, fiscal
4 department, human resources department, etc. Per the federally negotiated rate agreement, indirect
5 costs reflect 15% of staff salaries (not including benefits). In the event the rate is reduced, the
6 reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly.
7 CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

8 16.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,
9 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement
10 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
11 exception and may be approved, on a case-by-case basis, at the sole discretion of
12 ADMINISTRATOR.

13 16.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
14 notice, to add, delete, or modify line items and/or amounts and/or the number and type of FTE
15 positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of
16 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
17 accordance with Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces
18 the maximum obligation as stated in Subparagraph 20.1 of this Agreement, CONTRACTOR and
19 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
20 set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget
21 Modification Request may result in disallowance of reimbursement for those costs.

22 16.4 In the event one of the annual budgets shown in Subparagraph 16.1 of this Exhibit
23 is modified, the modification shall remain in effect until the end of the specific fiscal period
24 modified. For example, if the annual budget for the period of July 1, 2020, through June 30, 2021,
25 is modified, the modification will be effective until June 30, 2021. Beginning July 1, 2021, the
26 budget will revert to the budget included in Subparagraph 16.1 of this Exhibit until it is modified,
27 if applicable.

28 17. STAFF

1 17.1 CONTRACTOR shall be responsible for providing training and maintaining a
2 competent, stable, and experienced workforce to fulfill the terms of this Agreement. All of
3 CONTRACTOR's staff shall be able to read, write, speak, and understand English. If CLIENT
4 contact is required to obtain the required documentation or provide services, CONTRACTOR will
5 be required to provide translation services for languages needed so that all CLIENTS are provided
6 services in their primary language.

7 17.2 CONTRACTOR shall use a formal recruitment plan, which complies with federal
8 and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained
9 personnel who are responsive to, and who understand the diversity of cultures among the CLIENT
10 population to be served. CONTRACTOR shall employ staff with the appropriate background,
11 training and experience to provide HSP Services.

12 17.3 In addition to the above requirements, CONTRACTOR shall provide, at a
13 minimum, the following staff at all times during the term of this Agreement:

14 17.4 Housing Navigator

15 Duties

16 17.4.1 Provide CLIENTS with services to include housing location and counseling
17 services.

18 17.4.2 Provide additional support and assist as needed with landlord outreach,
19 identification of rental vacancies, completion of rental applications and fee payment, inspection of
20 unit habitability per HUD's minimum standards, verification of property ownership and rent
21 reasonableness, and negotiation of lease agreements.

22 Qualifications

23 17.4.3 Bachelor's degree from accredited college/university, preferably with
24 training in social work or related field and/or two years of post-baccalaureate professional social
25 work experience or related field; relevant case management experience; knowledge and/or skills
26 to access and/or develop community resources; demonstrated ability in clear verbal and written
27 communications; knowledge and/or experience relevant to working with CLIENT population.
28 Spanish speaking preferred.

1 17.5 Director of Domestic Violence/Housing and Rapid Rehousing Services

2 Duties

3 17.5.1 Provides oversight, leadership, and support for all aspects of this program,
4 establish relationships in community to benefit program and clientele; helps monitor program
5 expenditures, including CLIENT financial assistance.

6 17.5.2 Works on direct implementation and training of staff on program policies
7 and procedures as well as program guidelines to ensure compliance with contractual requirements.

8 Qualifications

9 17.5.3 Bachelor's degree from accredited college/university in social work or
10 related field, psychology, or related field. Three (3) to five (5) years' experience with
11 clinical/social work training with demonstrated experience providing direct services to
12 underserved populations, including low-income families of varied demographics.

13 17.6 Case Manager

14 Duties

15 17.6.1 Assess new CLIENTS during screening, intake and orientation.

16 17.6.2 Assess program qualification criteria of CLIENTS and aid in qualifying or
17 referring to outside resources.

18 17.6.3 Develop individualized goal plans and monitors progress in achieving
19 goals.

20 17.6.4 Assist CLIENTS in goal planning of housing attainment and sustainability
21 including job training, education, money management, income, and benefits attainment.

22 17.6.5 Help with housing location/placement.

23 17.6.6 Provide ongoing support, crisis intervention, and housing stability support
24 and resource referrals.

25 17.6.7 Coordinate housing, medical, legal, dental, and/or psychological services
26 as/if needed.

27 17.6.8 Work consultatively with other staff to ensure appropriate levels of
28 treatment/support.

1 17.6.9 Keep CLIENT files current through the computerized care management
2 system and maintain ongoing files both on computer and hard copies.

3 17.6.10 Conduct home visits to support CLIENT in housing stabilization.

4 Qualifications

5 17.6.11 Bachelor's degree from accredited college/university in social work or
6 related field and/or at least three (3) years' experience of post-baccalaureate professional social
7 work experience or related field; relevant case management experience; knowledge and/or skills
8 to access and/or develop community resources; demonstrated ability in clear verbal and written
9 communications; knowledge and/or experience relevant to working with CLIENT population.

10 17.7 Director of Veteran and Housing Program

11 Duties

12 17.7.1 Help to manage and supervise program staff; establish relationships in
13 community to benefit program and clientele; monitor program expenditures, including CLIENT's
14 financial assistance, and ensure compliance with contractual requirements.

15 Qualifications

16 17.7.2 Bachelor's degree from accredited college/university in social work or
17 related field and/or at least five (5) years' experience of post-baccalaureate professional social
18 work experience or related field; relevant case management experience; knowledge and/or skills
19 to access and/or develop community resources; demonstrated ability in clear verbal and written
20 communications; knowledge and/or experience relevant to working with CLIENT's population.

21 17.8 Senior Director of Clinical Services and Program

22 Duties

23 17.8.1 Assist the Executive Director with overall management of 1736 Family
24 Crisis Center. Program management, quality control, and program development and
25 implementation, including lead position in developing and implementing new initiatives.
26 Responsible for supervising staff and coordinating program and related functions.

27 Qualifications

28 17.8.2 Advanced degree from accredited college/university in clinical mental

1 health or related field; at least eight (8) years post-licensure; licensed marriage and family therapist
2 preferred. Have management experience and clinical training in several methods of clinical
3 intervention, including individual, group and family therapy; clinical experience with the Center's
4 service populations.

5 17.9 Senior Director of Community Response and Relations

6 Duties

7 17.9.1 Assist the Executive Director with overall management of 1736 Family
8 Crisis Center. Program management, quality control, and program development and
9 implementation. Responsible for supervising staff and coordinating program and related
10 functions, building community relations and overseeing program development, quality assurance
11 review, and outreach activities.

12 Qualifications

13 17.9.2 Advanced degree from accredited college/university in clinical mental
14 health or related field; at least eight (8) years post-licensure; licensed marriage and family therapist
15 preferred. Have management experience and clinical training in several methods of clinical
16 intervention, including individual, group and family therapy; clinical experience with the Center's
17 service populations.