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CONTRACT MA-017-23010174
FOR
EMERGENCY SHELTER OPERATIONS AND SERVICES
FOR FAMILIES
BETWEEN
COUNTY OF ORANGE
AND
FAMILIY ASSISTANCE MINISTRIES
OCTOBER 15, 2022 THROUGH JUNE 30, 2024

This Contract (the "Contract") entered into this 15th day of October, 2022 (effective date), is by and between the County of Orange, a political subdivision of the State of California ("County"), and Family Assistance Ministries**,** a California nonprofit corporation**,** ("Contractor"). County and Contractor may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by County Executive Office or an authorized designee ("Administrator").

W I T N E S S E T H:

WHEREAS, County wishes to contract with Contractor for Emergency Shelter Operations and Services for Families described herein to the residents of Orange County; and

WHEREAS, Contractor is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, County and Contractor do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: October 15, 2022 through June 30, 2024

Maximum Obligation: $400,000

Basis for Reimbursement: Actual Costs
Payment Method: Arrears

Contractor's DUNS Number: 13-400-0368

Contractor's UEI Number: FJS7D5YP7NA9

Contractor's Tax ID Number: 33-0864870

Notices to County and Contractor:

County:
County of Orange/CEO
County Procurement Office
400 West Civic Center, 5th floor
Santa Ana, CA 92701
CEOcarecoordination@ocgov.com

Contractor:
Family Assistance Ministries
1030 Calle Negocio
San Clemente, CA 92673
Attn: Delia Van Kampen

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1. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract (Additional Common Terms and Definitions are included in Paragraph "I" of Attachment A):

A. AB	Assembly Bill
B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
C. AIDS	Acquired Immune Deficiency Syndrome
D. APR	Annual Performance Report
E. ARRA	American Recovery and Reinvestment Act of 2009
F. BCSH	Business, Consumer Services and Housing Agency
G. BHS	Behavioral Health Services
H. Cal ICH	California Interagency Council on Homelessness
I. CalWORKs	California Work Opportunity and Responsibility for Kids
J. CAP	Corrective Action Plan
K. CCC	California Civil Code
L. CCR	California Code of Regulations
M. CDBG	Community Development Block Grant
N. CDSS	California Department of Social Services
O. CEO	County of Orange County Executive Office
P. CES	Coordinated Entry System
Q. CFDA	Catalog of Federal Domestic Assistance
R. CFR	Code of Federal Regulations
S. CoC	Continuum of Care
T. COI	Certificate of Insurance
U. CPA	Certified Public Accountant
V. CPP	Care Plus Program
W. CSW	Clinical Social Worker
X. DHCS	California Department of Health Care Services
Y. EEOC	Equal Employment Opportunity Commission
Z. ESG	Emergency Solutions Grant
AA. EOC	Equal Opportunity Clause
AB. ES	Emergency Shelter
AC. FTE	Full Time Equivalent
AD. GAAP	Generally Accepted Accounting Principles
AE. HCA	County of Orange Health Care Agency

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AF. HCD	California Department of Housing and Community Development
AG. HCV	Housing Choice Voucher
AH. HHAP	Homeless, Housing, Assistance and Prevention
AI. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AJ. HIV	Human Immunodeficiency Virus
AK. HMIS	Homeless Management Information System
AL. HOME	HOME Investment Partnership Program
AM. HUD	U.S. Department of Housing and Urban Development
AN. LCSW	Licensed Clinical Social Worker
AO. MH	Mental Health
AP. MHP	Mental Health Plan
AQ. MHSA	Mental Health Services Act
AR. OCCR	Orange County Community Resources
AS. OCR	Federal Office for Civil Rights
AT. OIG	Federal Office of Inspector General
AU. OMB	Federal Office of Management and Budget
AV. OPM	Federal Office of Personnel Management
AW. P&P	Policy and Procedure
AX. PATH	Projects for Assistance in Transition from Homelessness
AY. PC	California Penal Code
AZ. PHI	Protected Health Information
BA. PII	Personally Identifiable Information
BB. PRA	California Public Records Act
BC. PSC	Professional Services Contract System
BD. PSH	Permanent Supportive Housing
BE. RRH.	Rapid Rehousing
BF. SB	Senate Bill
BG. SIR	Self-Insured Retention
BH. SOCDIS	System of Care Data Integration System
BI. SOW	Scope of Work
BJ. SPA	Service Planning Area
BK. SUD	Substance Use Disorder
BL. TAY	Transitional Aged Youth
BM. UOS	Units of Service
BN. USC	United States Code

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BO. VASH Veterans Affairs Supportive Housing
BP. WIC Women, Infants and Children
BQ. YAB Youth Advisory Board

2. ALTERATION OF TERMS

A. This Contract, including Attachment A, which is attached hereto and incorporated herein, fully expresses the complete understanding of County and Contractor with respect to the subject matter of this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Attachments, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

3. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, Contractor shall assign to County any debts owing to Contractor by or on behalf of persons receiving services pursuant to this Contract. Contractor shall immediately notify by mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by Contractor from or on behalf of said persons, shall be immediately given to County.

4. CONFIDENTIALITY

A. Contractor shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the Contractor shall agree, in writing, with Contractor to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of Contractor members of the Board of Directors or its designee or authorized agent, employees,

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consultants, subcontractors, volunteers and interns.

5. CONFLICT OF INTEREST

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

6. COST REPORT

A. Contractor shall submit a Cost Report to County no later than forty-five (45) calendar days following termination of this Contract. Contractor shall prepare the Cost Report in accordance with all applicable federal, state and County requirements, GAAP and the Special Provisions Paragraph of this Contract. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by Contractor, and available at any time to Administrator upon reasonable notice.

1. If Contractor fails to submit an accurate and complete Cost Report within the time period specified above, Administrator shall have sole discretion to impose one or both of the following:
    a) Contractor may be assessed a late penalty of five-hundred dollars ($500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the Administrator. The late penalty shall be assessed separately on each outstanding Cost Report due County by Contractor.
    b) Administrator may withhold or delay any or all payments due Contractor pursuant to any or all Contracts between County and Contractor until such time that the accurate and complete Cost Report is delivered to Administrator.
2. Contractor may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request.

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Approval of such requests shall be at the sole discretion of Administrator and shall not be unreasonably denied.

3. In the event that Contractor does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and Contractor has not entered into a subsequent or new Contract for any other services with County, then all amounts paid to Contractor by County during the term of the Contract shall be immediately reimbursed to County.

B. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for final settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed County's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. Contractor shall not claim expenditures to County which are not reimbursable pursuant to applicable federal, state and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by Contractor to County in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by Contractor within thirty (30) calendar days after submission of the Cost Report, County may, in addition to any other remedies, reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to Contractor, County shall pay Contractor the difference, provided such payment does not exceed the Maximum Obligation of

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County.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
Name _____
Title _____
Date _____"

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9,

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Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

8. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. Contractor may not delegate the obligations hereunder, either in whole or in part, without prior written consent of County. Contractor shall provide written notification of Contractor's intent to delegate the obligations hereunder, either in whole or part, to Administrator not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County. Contractor may not assign the rights hereunder, either in whole or in part, without the prior written consent of County.

1. If Contractor is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of Contractor, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless Contractor is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
2. If Contractor is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of Contractor, change to another corporate

structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of Contractor at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If Contractor is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
4. Whether Contractor is a nonprofit, for-profit, or a governmental organization, Contractor shall provide written notification of Contractor's intent to assign the obligations hereunder, either in whole or part, to Administrator not less than sixty (60) calendar days prior to the effective date of the assignment.
5. Whether Contractor is a nonprofit, for-profit, or a governmental organization, Contractor shall provide written notification within thirty (30) calendar days to Administrator when there is change of less than fifty percent (50%) of Board of Directors or any governing body of Contractor at one time.
6. County reserves the right to immediately terminate the Contract in the event County determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

C. Contractor's obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by Administrator, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that Administrator may require, and are authorized in writing by Administrator prior to the beginning of service delivery.

1. After approval of the subcontractor, Administrator may revoke the approval of the subcontractor upon five (5) calendar days' written notice to Contractor if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that Administrator has required. Administrator may disallow subcontractor expenses reported by Contractor.
2. No subcontract shall terminate or alter the responsibilities of Contractor to County pursuant to this Contract.
3. Administrator may disallow, from payments otherwise due Contractor,

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amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service Contracts usually and customarily entered into by Contractor to obtain or arrange for supplies, technical support, and professional services provided by consultants.

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

9. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor and the Administrator, such matter shall be brought to the attention of the County Purchasing Agency by way of the following process:

1. Contractor shall submit to the County Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services.

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Contractor's failure to proceed diligently shall be considered a material breach of this Contract.

C. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

10. EMPLOYEE ELIGIBILITY VERIFICATION

Contractor attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Contract meet the citizenship or alien status requirements set forth in federal statutes and regulations. Contractor shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

11. EQUIPMENT

A. Unless otherwise specified in writing by Administrator, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator to assist in performing the services described in this Contract. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may

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contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

B. Contractor shall obtain Administrator's written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, Contractor shall forward to Administrator, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. Contractor shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon Administrator's prior written approval, Contractor may expense to County the cost of the approved Equipment purchased by Contractor. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with County.

D. Contractor shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by Administrator, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. Contractor shall cooperate with Administrator in conducting periodic physical inventories of all Equipment. Upon demand by Administrator, Contractor shall return any or all Equipment to County.

F. Contractor must report any loss or theft of Equipment in accordance with the procedure approved by Administrator and the Notices Paragraph of this Contract. In addition, Contractor must complete and submit to Administrator a notification form when items of Equipment are moved from one location to another or returned to County as surplus.

G. Unless this Contract is followed without interruption by another Contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, Contractor shall return to County all Equipment purchased with funds paid through this Contract.

H. Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of County Equipment.

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12. EXPENDITURE AND REVENUE REPORT

A. No later than forty-five (45) calendar days following termination of each period or fiscal year of this Contract, Contractor shall submit to Administrator, for informational purposes only, an Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by Administrator and GAAP.

B. Contractor may be required to submit periodic Expenditure and Revenue Reports throughout the term of this Contract.

13. FACILITIES, PAYMENTS AND SERVICES

A. Contractor agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. County shall compensate, and authorize, when applicable, said services. Contractor shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

B. In the event that Contractor is unable to provide the services, staffing, facilities, or supplies as required, Administrator may, at its sole discretion, reduce the Total Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which Contractor was determined to be unable to provide services, staffing, facilities or supplies.

14. INDEMNIFICATION

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

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15. INSURANCE

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

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

C. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars ($50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

    1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
    2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
    3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

E. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less) (7 passengers or less) (8 or more passengers)	$1,000,000 per occurrence $2,000,000 per occurrence $5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims -made
Sexual Misconduct Liability	$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	$1,000,000 per occurrence (Limit commensurate with exposure)

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G. Required Coverage Forms
    1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.
    2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

H. Required Endorsements
    1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
        a) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
        b) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
    2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:
        a) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
        b) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

K. All insurance policies required by this Contract shall waive all rights of subrogation

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against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

M. Contractor shall notify County in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation shall constitute a breach of Contractor's obligation hereunder and ground for County to suspend or terminate this Contract.

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

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

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

Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

U. Submission of Insurance Documents

1. The COI and endorsements shall be provided to County as follows:

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a) Prior to the start date of this Contract.
b) No later than the expiration date for each policy.
c) Within thirty (30) calendar days upon receipt of written notice by County regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

2. The COI and endorsements shall be provided to the County at the address as specified in the Referenced Contract Provisions of this Contract.
3. If Contractor fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, Administrator shall have sole discretion to impose one or both of the following:
   a) Administrator may withhold or delay any or all payments due Contractor pursuant to any and all Contracts between County and Contractor until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to Administrator.
   b) Contractor may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between County and Contractor, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to Administrator.
   c) If Contractor is assessed a late penalty, the amount shall be deducted from Contractor's monthly invoice.
4. In no cases shall assurances by Contractor, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. County will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

16. INSPECTIONS AND AUDITS

A. Administrator, any authorized representative of County, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of Contractor that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of

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retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. Audit Response

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Contract, County may terminate this Contract as provided for in the Termination Paragraph or direct Contractor to immediately implement appropriate corrective action. A CAP shall be submitted to Administrator in writing within thirty (30) calendar days after receiving notice from Administrator.
2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by Contractor to County, or payment of sums due from County to Contractor, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from Contractor to County, and such reimbursement is not received within said sixty (60) calendar days, County may, in addition to any other remedies provided by law, reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

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

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

17. LICENSES AND LAWS

A. Contractor, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the

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provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, County, and all other applicable governmental agencies.

B. Enforcement Of Child Support Obligations
   1. Contractor certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.
   2. Contractor agrees to furnish to Administrator within thirty (30) calendar days of the award of this Contract:
      a) In the case of an individual Contractor, his/her name, date of birth, social security number, and residence address;
      b) In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
   3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

18. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
   1. Administrator provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the Administrator;
   2. Unless directed otherwise by Administrator, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds.

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3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a) any commercial product or service; and,
   b) any product or service provided by Contractor, unless approved in writing by Administrator; and,
4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to Administrator. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

19. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of County for services provided in accordance with this Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.
B. Administrator may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Contract.

20. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, Contractor shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance" paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. Contractor shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.
B. Contractor shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.
C. Notwithstanding the minimum wage requirements provided for in this clause, Contractor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of

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Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, *et seq*.), as it now exists or may hereafter be amended.

21. NONDISCRIMINATION

A. Employment

1. During the term of this Contract, Contractor and its Covered Individuals (as defined in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, Contractor and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
2. Contractor and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
3. Contractor shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
4. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices from Administrator and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
5. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

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6. Each labor union or representative of workers with which Contractor and/or subcontractor has a collective bargaining Contract or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

B. Services, Benefits And Facilities – Contractor and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:
   1. Denying a Client or potential Client any service, benefit, or accommodation.
   2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
   3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
   4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
   5. Assignment of times or places for the provision of services.

C. Complaint Process – Contractor shall establish procedures for advising all Clients through a written statement that Contractor's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with Contractor, subcontractor, and Administrator.
   1. Whenever possible, problems shall be resolved informally and at the point of service. Contractor shall establish an internal informal problem resolution process

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for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with Contractor either orally or in writing.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. Persons With Disabilities – Contractor and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. Retaliation – Neither Contractor nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and Contractor or subcontractor may be declared ineligible for further contracts involving federal, state or County funds.

22. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by Administrator;
2. When faxed, transmission confirmed;
3. When sent by Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract

Provisions of this Contract or as otherwise directed by Administrator and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. Contractor shall notify Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose County to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any County property in possession of Contractor.

D. For purposes of this Contract, any notice to be provided by County may be given by Administrator.

23. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract, Contractor shall immediately notify Administrator.

B. All Notifications of Death provided to Administrator by Contractor shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of Contractor's officers or employees with knowledge of the incident.

1. Telephone Notification – Contractor shall notify Administrator by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.
2. Written Notification
    a) Non-Terminal Illness – Contractor shall hand deliver, fax, and/or send via encrypted email to Administrator a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.
    b) Terminal Illness – Contractor shall notify Administrator by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.
    c) When notification via encrypted email is not possible or practical Contractor may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual

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circumstances related to the death, Contractor shall immediately notify Administrator in accordance with this Notification of Death Paragraph.

24. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. Contractor shall notify Administrator of any public event or meeting funded in whole or in part by the County, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.

B. Contractor shall notify Administrator at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by Administrator prior to distribution.

25. RECORDS MANAGEMENT AND MAINTENANCE

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

1. Contractor shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

B. Contractor shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. Contractor shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or County policies.

C. Contractor's Participant, client, and/or patient records shall be maintained in a secure manner. Contractor shall maintain Participant, client, and/or patient records and must establish and implement written record management procedures.

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

E. Contractor shall retain all client and/or patient medical records for ten (10) years following discharge of the Participant, client and/or patient.

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F. Contractor shall make records pertaining to the costs of services, Participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If Contractor is unable to meet the record location criteria above, Administrator may provide written approval to Contractor to maintain records in a single location, identified by Contractor.

G. Contractor shall notify Administrator of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. Contractor shall provide Administrator all information that is requested by the PRA request.

H. Contractor may retain client, and/or patient documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, Contractor shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

I. Contractor shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. Contractor shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by Contractor, notify federal and/or state authorities as required by law or regulation, and copy Administrator on such notifications.

J. Contractor may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. Contractor shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

26. RESEARCH AND PUBLICATION

Contractor shall not utilize information and/or data received from County, or arising out of, or developed, as a result of this Contract for the purpose of personal or professional research, or for publication.

27. REVENUE

A. Client Fees – Contractor shall charge a fee to Clients to whom services are provided pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system designated by Administrator. This fee shall be based upon the person's

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ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.

B. Third-Party Revenue – Contractor shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of Contractor's usual and customary charges.

C. Procedures – Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall provide Administrator, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by Contractor to be uncollectible.

28. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

29. SPECIAL PROVISIONS

A. Contractor shall not use the funds provided by means of this Contract for the following purposes:

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. Contractor shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for Contractor's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of Contractor's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to Contractor's staff, volunteers, interns, consultants,

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subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to Contractor's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

B. Unless otherwise specified in advance and in writing by Administrator, Contractor shall not use the funds provided by means of this Contract for the following purposes:
   1. Funding travel or training (excluding mileage or parking).
   2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
   3. Payment for grant writing, consultants, certified public accounting, or legal services.
   4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

30. STATUS OF CONTRACTOR

Contractor is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Contractor is entirely responsible for compensating staff, subcontractors, and consultants employed by Contractor. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between County and Contractor or any of Contractor's employees, agents, consultants, volunteers, interns, or subcontractors. Contractor assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of County's employees and shall not be considered in any manner to be County's employees.

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31. TAX LIABILITY

Contractor shall report all income and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid Contractor pursuant to this Contract. Contractor shall indemnify, defend and hold County harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from County any such monies, penalties, and/or interest imposed resulting from any failure of Contractor to comply with the provisions of this paragraph.

32. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.
B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

33. TERMINATION

A. Contractor shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. Contractor shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by Administrator notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.
B. County may terminate this Contract immediately, upon written notice, on the occurrence of any of the following events:
    1. The loss by Contractor of legal capacity.
    2. Cessation of services.
    3. The delegation or assignment of Contractor's services, operation or administration to another entity without the prior written consent of County.
    4. The neglect by any physician or licensed person employed by Contractor of any duty required pursuant to this Contract.

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5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, County may waive this option if Contractor removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.
8. Any breach of Contract, or any misrepresentation or fraud on the part of the Contractor.

C. Contingent Funding
   1. Any obligation of County under this Contract is contingent upon the following:
      a) The continued availability of federal, state and county funds for reimbursement of County's expenditures, and
      b) Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
   2. In the event such funding is subsequently reduced or terminated, County may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given Contractor. If County elects to renegotiate this Contract due to reduced or terminated funding, Contractor shall not be obligated to accept the renegotiated terms.

D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, Administrator may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.

E. In the event this Contract is terminated Contractor shall do the following:
   1. Comply with termination instructions provided by Administrator in a manner which is consistent with recognized standards of quality care and prudent business practice.
   2. Obtain immediate clarification from Administrator of any unsettled issues of contract performance during the remaining contract term.
   3. Until the date of termination, continue to provide the same level of service required by this Contract.
   4. If Clients are to be transferred to another facility for services, furnish Administrator, upon request, all Client information and records deemed necessary by Administrator to effect an orderly transfer.

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5. Assist Administrator in effecting the transfer of Clients in a manner consistent with Client's best interests.
6. If records are to be transferred to County, pack and label such records in accordance with directions provided by Administrator.
7. Return to County, in the manner indicated by Administrator, any equipment and supplies purchased with funds provided by County.
8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, Contractor shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of Administrator.
9. Provide written notice of termination of services to each Client being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to Administrator within the fifteen (15) calendars day period.

F. County may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of County provided in this Termination Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

34. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

35. WAIVER OF DEFAULT OR BREACH

Waiver by County of any default by Contractor shall not be considered a waiver of any subsequent default. Waiver by County of any breach by Contractor of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by County of any default or any breach by Contractor shall not be considered a modification of the terms of this Contract.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

FAMILY ASSISTANCE MINISTRIES

BY: DocuSigned by: Elizabeth Andrade B11B1CCA4BDA490... DATED: 8/16/2022

TITLE: CEO

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE, a political subdivision of the State of California

BY: _____ DATED: _____

Deputy Purchasing Agent

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: DocuSigned by: Mark Batarse BC5CA9BED31F40A... DATED: 8/16/2022

Deputy

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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ATTACHMENT A

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Access Point means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.

2. Admission means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.

3. Care Plus Program (CPP) means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.

4. Case Management means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.

5. Client or Participant means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.

6. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

7. CES Community Queue means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

8. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

9. County of Orange Standards of Care for Emergency Shelter Providers (Standards of

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Care) are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based participant services, core organizational and administrative functions, and facility design and operations.

10. Cultural Competency means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.

11. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.

12. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant(s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.

13. Family means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.

14. Harm Reduction are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.

15. Homeless Management Information System (HMIS) means a database mandated by the U.S. Department of Housing and Urban Development used to collect Participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

16. Housing First Principles include Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, Participant-driven, individualized, and flexible; and services are informed by a harm-reduction

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philosophy that recognizes that drug and alcohol use are a part of some Participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.

17. Housing Navigation means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.

18. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.

19. Individuals refers to adults aged 18 and older. Individuals may be single person households and adult-only households.

20. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.

21. Intake means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.

22. Motivational Interviewing is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.

23. Outreach means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.

24. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

25. Progressive Engagement means a flexible, targeted, and efficient approach to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.

26. Referral means providing the effective linkage of a Participant to another service,

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when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.

27. Service Planning Areas (SPA) means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.

28. System of Care Data Integration System (SOCDIS) means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.

29. Transitional Aged Youth (TAY) refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.

30. Trauma-Informed Care requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.

31. U.S. Department of Housing and Urban Development (HUD) means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

II. BUDGET

A. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

Period 1: October 15, 2022 to June 30, 2023		**Period 2: July 1, 2023 to June 30, 2024**	
ADMINISTRATION COSTS		ADMINISTRATION COSTS	
Indirect Costs	$31,380	Indirect Costs	$20,920
SUBTOTAL ADMINISTRATIVE COSTS	**$31,380**	**SUBTOTAL ADMINISTRATIVE COSTS**	**$20,920**
PROGRAM COSTS		PROGRAM COSTS	

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Salaries	$106,736	Salaries	$96,311
Benefits	$26,685	Benefits	$24,079
Services & Supplies	$55,457	Services & Supplies	$38,432
Subcontractors	$0	Subcontractors	$0
SUBTOTAL PROGRAM COSTS	**$188,878**	**SUBTOTAL PROGRAM COSTS**	**$158,822**
TOTAL GROSS COSTS	**$220,258**	**TOTAL GROSS COSTS**	**$179,742**
TOTAL MAXIMUM OBLIGATION	**$220,258**	**TOTAL MAXIMUM OBLIGATION**	**$179,742**

B. BUDGET/STAFFING MODIFICATIONS – Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

C. FINANCIAL RECORDS – Contractor shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with GAAP.

III. PAYMENTS

A. County shall pay Contractor monthly, in arrears, and a one-time provisional amount of

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$18,604.66, to be paid at the beginning of the Contract. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.

3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.

B. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20^{th}) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.

E. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.

F. Contractor and Administrator may mutually agree, in writing, to modify the Payments

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Paragraph of this Attachment A to the Contract.

IV. REPORTS

A. Contractor shall maintain records and make statistical reports as required by Administrator.

B. FISCAL

1. Contractor shall submit monthly Expenditure and Revenue Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will report actual costs and revenues for Contractor's program described in the Services Paragraph of this Attachment A to the Contract. The reports will be received by Administrator no later than the twentieth (20th) day following the end of the month being reported. Contractor must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

2. Contractor shall submit monthly Year-End Projection Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING – Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – Contractor may be required to submit monthly reports to Administrator. These reports shall be on a form acceptable to, or provided by, Administrator. Administrator may request additional Program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for Contractor to respond to request.

E. ADDITIONAL REPORTS – Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor's activities as they affect the duties and

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purposes contained in the Contract. Administrator will provide Contractor with at least thirty (30) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

F. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.

G. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements.

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. County, in coordination and collaboration with the Orange County Continuum of Care (CoC), issued a Request For Proposals (RFP) to identify Emergency Shelter Operations and Service Programs that can support persons experiencing homelessness countywide access available emergency shelter programs focusing on shelter stabilization and robust supportive services that will assist Participants in obtaining permanent housing and increased income. Additionally, Contractor shall operationalize services quickly to meet the needs of the community and consider the COVID-19 pandemic and incorporate appropriate safety and preventative guidelines to limit the spread of COVID-19 illness and account for changes in the homeless service system that may impact the Program.

b. The purpose of this Contract is for Contractor to provide Emergency Shelter Operations and Services for Families experiencing homelessness in the South Service Planning Area (SPA) of Orange County. Contractor shall perform all services set forth in the Program description and will be responsible for administering program funded with federal and/or state funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing state funds, including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and HSC § 50221(a)(1-4) and/or in in accordance with 25 CCR Section 8403 and ESG federal and state requirements.

2. Program Description Summary

a. The Emergency Shelter Operations and Services for Families experiencing homelessness in the South SPA will provide an access to facilities that provide safe, temporary shelter services for the homeless population in with a focus on ensuring a household's experience of homelessness is as brief as possible. Therefore, the emergency shelter program should be

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housing-focused with case management services targeted to helping Participants transition to permanent housing options as quickly as possible.

b. Emergency shelters should be designed to be low barrier by having minimal eligibility criteria required at program entry. Emergency shelters should be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability. The Program is to be implemented in a manner that increases equitable service access across Orange County, regardless of where a person is experiencing homelessness.

b. The Emergency Shelter Operations and Services for Families shall include the following services at minimum:

i. Receive referrals from the Coordinated Entry System (CES) if the shelter bed reservation system is established for the shelter's target population.

ii. Intake and assessment to engage and enroll persons referred by CES who would benefit from an emergency shelter intervention to overcome their homelessness, understanding the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.

iii. Provision of essential services at the Program must include a safe sleeping location and amenities to meet basic personal needs.

iv. Housing-focused case management to support Participants with locating housing options that meet the participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the Individualized Housing and Service Plan. Case Manager to case load ratio should not exceed 1 to 25 unduplicated Participants.

v. Housing navigation services to support Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as

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providing support through in-person or teleconference meetings relating to housing search and placements.

iv. Function as a CES Access points to support Participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.

v. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

vii. Services will be recorded in the Homeless Management Information System (HMIS) in accordance with the adopted HMIS Policies and Procedures.

viii. Hours of operations are twenty-four (24) hours a day, seven (7) days a week, year-round.

ix. The Program will be required to execute all items within the Standards of Care.

c. Contractor, pursuant to requirements set forth in this Scope of Services and consistent with federal and/or state funding requirements shall provide Emergency Shelter Operations and Services for Families experiencing homelessness in the South SPA of Orange County for the term of this Contract.

3. Use of Funds

a. Funds shall be used to provide contracted services and operations of the Program. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency shelter services Participants and assist in transitioning to permanent housing as quickly as possible.

b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.

c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.

B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. Contractor is to provide services to Families experiencing homelessness in the South SPA of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to

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Housing (HEARTH) Act definitions of homeless.

2. Contractor is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD and Cal ICH.

3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

a. Category 1: Literally Homeless: Family who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. Has a primary nighttime residence that is a public or private place not meant for human habitation;

ii. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any family who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

4. At the time of program enrollment, eligible households must meet the above criteria of families experiencing homelessness in the South SPA of Orange County. The program should prioritize and focus on assisting families experiencing chronic homelessness and/or the longest length of homelessness.

C. DESCRIPTION OF SERVICES

1. Essential Requirements – Contractor shall:

a. The Program will operate twenty-four (24) hours, seven (7) days a week to ensure availability and accessibility for families experiencing homelessness.

b. Maintain a holiday schedule consistent with County's holiday schedule, unless otherwise approved, in advance and in writing, by Administrator.

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c. Operate the Program to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. Have a 24-hour contact available to Program staff for emergency purposes and communication policies and procedures in place to notify County as appropriate.

e. Have a 24 hour contact available to County for emergency purposes and to coordinate response as appropriate.

f. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc.

2. Administrative Management Tasks – Contractor shall:

a. Work in partnership with County to deliver the services as outlined in the Program by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track program costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the program.

e. Coordinate with County agencies to provide appropriate supportive services to Participants including but not limited to County Executive Office (CEO), Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

f. Coordinate with County agencies, the Orange County CoC and community-based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.

g. Enter Program data into HMIS or comparable database and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. Emergency Shelter Operations and Services – Contractor is responsible for the provision of Emergency Shelter Operations and Services to eligible Participants experiencing homelessness in Orange County. Emergency Shelter Operations and Service costs must be eligible and necessary provide safety, temporary shelter services, access to essential services and to help the Participant move as quickly as possible into permanent housing. Contractor shall conduct:

a. The Program will operate at Family House, located at 602 and 605 Calle Canasta, San Clemente, California, in a residential neighborhood, near freeways and within walking

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distance to public transportation. The site is a non-congregate, shared space that consists of two (2), four (4) plex apartment units, with a total of eleven (11) bedrooms with thirty-six (36) beds.

b. Emergency Shelter Operations and Services will operate in accordance with the Orange County's Standards of Care, a comprehensive set of administrative, operational, and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations.

c. Intake and Assessment: Program must receive referrals from the CES if the bed management system is operating for this segment of the homeless population, and work with street outreach teams, homeless service providers and law enforcement to engage and enroll persons who would benefit from emergency shelter intervention.

i. Program will conduct an assessment to determine the history of participation in other homeless service assistance programs and collection of needed demographic information from Participants. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services best meets the Participants' needs.

ii. Program should provide ample time to engage participants and repeatedly engage with Participants who are hesitant or unsure of engaging in homeless services. Program should also ensure that service engagement is voluntary, participant-centered, and trauma-informed.

iii. Program's intake and assessment process should confirm eligibility per funding source guidelines and maintain a record of appropriate documentation in support of the eligibility determination process.

c. Provision of Essential Services: At a minimum, the Program must provide a safe sleep location and amenities including sleeping areas, storage of personal belongings, bathrooms, laundry, medical linkages as needed, and the scheduling of meals, showers, and other personal services as needed.

d. Housing-Focused Case Management: Programs must provide services to Participants that support with locating permanent housing options that meet the Participant's needs. The following case management activities must be made available to Participants:

i. Program must create an Individualized Housing and Service Plan, in partnership with the Participant, that considers and incorporates the goals of the Participant and focuses on identifying and securing permanent housing as well as other life areas that will support and assist Participants in successfully obtaining and maintaining housing. The Individualized Housing and Service Plan should address specific needs and barriers to housing and track process on established goals and milestones. The Individualized Housing and Service Plan should detail

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a path to housing stability and support the Participants in maintaining permanent housing after the assistance ends.

ii. Identification of housing opportunities: Program is expected to work with Participants to understand their housing desires and needs and work with them to identify rental housing that would best meet their needs.

iii. Program is required to have a network of resources that they can provide referrals and linkages to networks must include the resources listed below. Referrals and linkages to services and programs that address the needs of individuals should be provided and facilitated on an ongoing basis. Program should also assist with any subsequent follow up from the appointment and/or access to supportive services thus reducing the likelihood for missed appointments and other recidivism, including but not limited to

a) Physical Health Care
b) Mental Health Care
c) Substance Use Treatment
d) Mainstream Benefits
e) Employment Services
f) Legal Services
g) Credit Counseling
h) Education
i) Essential services that address the needs of specialized populations, including but not limited to transitional aged youth, victims of domestic violence, dating violence, sexual assault, or stalking, and veterans.

e. Housing Navigation Services to support the Participants in identifying available housing units and resources and participating in the Family Shelter Network's program to expedite landlord engagement and increase access to available units.

f. Housing Navigation Services should focus on permanent housing options that are affordable and sustainable for the Participants, including but not limited to shared housing, room for rent, family reunification, etc. This includes strong collaboration and coordination with other homeless services providers, including those that actively participate in the CES, the Orange County CoC and non-traditional partners.

g. Function as a CES Access Point to support participants in accessing CES through the completion of an assessment, the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition. Program must actively participate in relevant CES meetings and participate in case conferencing.

h. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in the South SPA and countywide to

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employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs. This will support in the coordination and monitoring of other needs and engagement processes for the Participant as well as measuring progress on the Individualized Housing and Service Plan.

i. Services will continue to be provided to the Participant while working to secure housing and enrolled in another homeless service system program aimed at providing that support, such as rapid rehousing or permanent supportive housing. The Participant may have several case managers at one point depending on the supportive services being accessed, as such the Program is expected to work collaboratively with others for the benefit of the Participants. The goal of the Program is to ensure care coordination, continuity of services to ensure permanent housing and ongoing housing stability. Case management services will remain available to the household after six (6) and twelve (12) months post shelter stay. The Program is to case conference and collaborate with other case managers providing services to the Participant.

i. Services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures. This includes timely and appropriate data input in HMIS, including progress notes after each engagement and/or case management session with a Participant.

i. All HMIS data should be entered within 72 hours of services provided, including client level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

ii. Monitoring of Operator Performance Achievement will be gathered through HMIS data entry submitted to the CEO on a monthly basis.

D. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.

a. Contractor will assist a minimum of 65 eligible Participant households comprised of 225 Participants, by providing Emergency Shelter Operations Services. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.

b. Of the Participants enrolled in the Program during the reporting period, 100% of Participants will have an Individualized Housing and Service Plan within thirty (30) calendar days of program enrollment.

c. Of the Participants enrolled in the program during the reporting period, 90% of participants will be connected to the CES within 30 days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get program participants in the community queue within 10 days of shelter entry or as fast as possible.

d. Of the Participants enrolled in the program, at minimum 30% will exit to a permanent housing destination.

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e. At minimum, 15% of Participants will have a higher income than at program entry due to employment and or mainstream benefits.

f. Program must maintain a bed occupancy/utilization of 95% of higher through the term of the Contract.

g. On an annual basis, at minimum, the Program must solicit participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.

2. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:

a. Review of participant file documentation

b. Review of eligible activity and cost requirements established by federal and/or state program guidelines

c. Review of policies and procedures and consistent adherence to Program practices

d. HMIS data entry completion

e. Interviews with Program staff

f. Compliance with the Standards of Care

3. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

4. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

E. REPORTING REQUIREMENTS

1. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

2. Contractor is required to submit reporting at regular intervals to County that details the following broken down by:

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a. Total number of eligible households that receive assistance;
b. Composition of the households – demographics, size and type;
c. Number of unduplicated Participants served;
d. Caseload movement;
e. Financial assistance expenditures;
f. Length of assistance;
g. Number of Participants exits and exit types;
h. CES status – total number referrals received from the CES program and related status;
i. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion; and
j. Income increases for Participants.

F. FILE MAINTENANCE AND DOCUMENTATION

1. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.

2. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.

3. Records providing a full description of each activity undertaken.

4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.

7. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

VI. STAFFING

A. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but

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are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
6. Effectively communicate and monitor the Program for its success;
7. Maintain communication between the Contract key staff and Program Administrators; and,
8. Act quickly to identify and solve problems.

B. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

C. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

Period 1: October 15, 2022 to June 30, 2023		**Period 2: July 1, 2023 to June 30, 2024**	
Admin	FTEs	Admin	FTEs
CEO	0.05	CEO	0.03
Director of Finance	0.10	Director of Finance	0.05
Business Systems Manager	0.10	Business Systems Manager	0.05
Accounting Clerk	0.05	Accounting Clerk	0.05
Development Manager	0.03		
Subtotal Admin FTEs	**0.33**	**Subtotal Admin FTEs**	**0.18**
Program	FTEs	Program	FTEs
Director, Housing Strategies	0.50	Director, Housing Strategies	0.25
Shelter Programs Manager	0.55	Shelter Programs Manager	0.38

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Sr Housing C/M	0.58	Sr Housing C/M	0.38
On-Site Shelter Coord	0.58	On-Site Shelter Coord	0.38
Housing Case Manager	0.38	Housing Case Manager	0.33
Subtotal Program FTEs	**2.59**	**Subtotal Program FTEs**	**1.72**
Total FTEs	**2.92**	**Total FTEs**	**1.90**

D. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

E. The Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.