

1 CONTRACT FOR PROVISION OF
2 REGIONAL STREET OUTREACH CARE COORDINATION SERVICES
3 IN THE CENTRAL AND SOUTH SERVICE PLANNING AREA
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 PATH (PEOPLE ASSISTING THE HOMELESS)
8 OCTOBER 15, 2022 THROUGH JUNE 30, 2024
9

10 THIS CONTRACT entered into this 15th day of October, 2022 (effective date), is by and between the
11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and PATH (People
12 Assisting The Homeless), a California nonprofit corporation (CONTRACTOR). COUNTY and
13 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties."
14 This Contract shall be co-administered by the Director of the COUNTY's Health Care Agency or an
15 authorized designee and the Director of the Office of Care Coordination of the County Executive Office
16 or an authorized designee ("ADMINISTRATOR").
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18 **W I T N E S S E T H:**
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20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Central and
21 South Service Planning Areas Regional Care Coordination Services described herein to the residents of
22 Orange County; and

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

25 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
26 herein, COUNTY and CONTRACTOR do hereby agree as follows:
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REFERENCED CONTRACT PROVISIONS

Term: October 15, 2022, through June 30, 2024

Period One means the period from October 15, 2022 through June 30, 2023

Period Two means the period from July 1, 2023 through June 30, 2024

Maximum Obligation: \$7,561,203

Period One Maximum Obligation: \$3,397,063

Period Two Maximum Obligation: \$4,164,140

Total Maximum Obligation: \$7,561,203

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

CONTRACTOR UEI Number:

CONTRACTOR TAX ID Number: 95-3950196

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Procurement & Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: PATH People Assisting The Homeless
340 N. Madison Avenue
Los Angeles, CA 90004

I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

A. BHS	Behavioral Health Services
B. CalOMS	California Outcomes Measurement System
C. CalWORKs	California Work Opportunity and Responsibility for Kids
D. CAP	Corrective Action Plan
E. CCC	California Civil Code
F. CCR	California Code of Regulations
G. CESI	Client Evaluation of Self at Intake
H. CEST	Client Evaluation of Self and Treatment
I. CFDA	Catalog of Federal Domestic Assistance
J. CFR	Code of Federal Regulations
K. CHPP	COUNTY HIPAA Policies and Procedures
L. CHS	Correctional Health Services
M. COI	Certificate of Insurance
N. CPA	Certified Public Accountant
O. CSW	Clinical Social Worker
P. DHCS	California Department of Health Care Services
Q. D/MC	Drug/Medi-Cal
R. DPFS	Drug Program Fiscal Systems
S. DRS	Designated Record Set
T. EEOC	Equal Employment Opportunity Commission
U. EHR	Electronic Health Records
V. EOC	Equal Opportunity Clause
W. ePHI	Electronic Protected Health Information
X. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
Y. FFS	Fee For Service
Z. FTE	Full Time Equivalent
AA. GAAP	Generally Accepted Accounting Principles
AB. HCA	County of Orange Health Care Agency
AC. HHS	Federal Health and Human Services Agency
AD. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AE. HITECH	Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
AF. HIV	Human Immunodeficiency Virus

1	AG. HSC	California Health and Safety Code
2	AH. IRIS	Integrated Records and Information System
3	AI. ITC	Indigent Trauma Care
4	AJ. LCSW	Licensed Clinical Social Worker
5	AK. MAT	Medication Assisted Treatment
6	AL. MFT	Marriage and Family Therapist
7	AM. MH	Mental Health
8	AN. MHP	Mental Health Plan
9	AO. MSN	Medical Safety Net
10	AP. NIH	National Institutes of Health
11	AQ. NPI	National Provider Identifier
12	AR. NPPEs	National Plan and Provider Enumeration System
13	AS. OCR	Federal Office for Civil Rights
14	AT. OIG	Federal Office of Inspector General
15	AU. OMB	Federal Office of Management and Budget
16	AV. OPM	Federal Office of Personnel Management
17	AW. P&P	Policy and Procedure
18	AX. PA DSS	Payment Application Data Security Standard
19	AY. PATH	Projects for Assistance in Transition from Homelessness
20	AZ. PC	California Penal Code
21	BA. PCI DSS	Payment Card Industry Data Security Standards
22	BB. PCS	Post-Release Community Supervision
23	BC. PHI	Protected Health Information
24	BD. PII	Personally Identifiable Information
25	BE. PRA	California Public Records Act
26	BF. PSC	Professional Services Contract System
27	BG. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
28	BH. SIR	Self-Insured Retention
29	BI. SMA	Statewide Maximum Allowable (rate)
30	BJ. SOW	Scope of Work
31	BK. SUD	Substance Use Disorder
32	BL. UMDAP	Uniform Method of Determining Ability to Pay
33	BM. UOS	Units of Service
34	BN. USC	United States Code
35	BO. WIC	Women, Infants and Children
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II. ALTERATION OF TERMS

A. This Contract, together with Exhibit A, 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 Exhibits, 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.

III. 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.

IV. COMPLIANCE

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

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

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

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

g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

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

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

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

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

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

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

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

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

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

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

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

14 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
15 provide copies of the certifications upon request.

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

20 D. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

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

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

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

V. 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 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, consultants, subcontractors, volunteers and interns.

VI. 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.

VII. 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 has 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 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. 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 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 _____"

VIII. 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,

1 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen
2 property.

3 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,
4 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
5 above.

6 4. Have not within a three-year period preceding this Contract had one or more public
7 transactions (federal, state, or local) terminated for cause or default.

8 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
9 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended,
10 declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the
11 State of California.

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

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

18 19 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

31 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
32 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
33 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
34 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
35 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
36 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
37

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, 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 CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect 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 is 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.

X. 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 CONTRACTOR and ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent 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 must proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. 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.

XI. 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.

XII. 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 contain 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.

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

5 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
6 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
7 or all Equipment to COUNTY.

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

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

16 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper
17 use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

18 19 **XIII. EXPENDITURE AND REVENUE REPORT**

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

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

26 27 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

33 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
34 as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for the
35 appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation
36 for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate
37

1 to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing,
2 facilities or supplies.

3 4 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

36 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability,
37 claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's

performance of this Contract, CONTRACTOR shall defend 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 CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

F. 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.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate

Sexual Misconduct Liability \$1,000,000 per occurrence

Employee Dishonesty \$1,000,000 per occurrence
(Client Coverage) (Limit commensurate with exposure)

H. 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.

I. 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 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 CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. 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.

K. 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***.

L. 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.

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

4 N. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
5 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
6 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach
7 of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this
8 Contract.

9 O. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
10 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
11 the completion of the Contract.

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

14 Q. Insurance certificates should be forwarded to the department address specified in the Referenced
15 Contract Provisions of this Contract.

16 R. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
17 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation
18 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

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

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

31 V. SUBMISSION OF INSURANCE DOCUMENTS

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

- 33 a. Prior to the start date of this Contract.
34 b. No later than the expiration date for each policy.
35 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
36 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
37

2. The COI and endorsements shall be provided to 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.

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

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

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

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

20 21 **XVII. LICENSES AND LAWS**

22 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
23 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
24 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
25 regulations and requirements of the United States, the State of California, COUNTY, and all other
26 applicable governmental agencies.

27 **B. CHILD SUPPORT OBLIGATIONS**

28 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
29 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
30 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
31 term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of
32 the Contract and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall
33 constitute grounds for termination of the Contract.

XVIII. 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 thirty (30) calendar days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by 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;

3. The information does not give the appearance that 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>.

XIX. MAXIMUM OBLIGATION

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.

XX. 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.

1 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
2 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
3 standards pursuant to providing services pursuant to this Contract.

4 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
5 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
6 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
7 of California (§§1770, et seq.), as it now exists or may hereafter be amended.

8 9 **XXI. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

11 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in
12 the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or
13 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
14 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
15 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
16 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
17 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
18 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
19 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
20 gender expression, age, sexual orientation, or military and veteran status.

21 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
22 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
23 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
24 for training, including apprenticeship.

25 3. CONTRACTOR shall not discriminate between employees with spouses and employees with
26 domestic partners, or discriminate between domestic partners and spouses of those employees, in the
27 provision of benefits.

28 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
29 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
30 Commission setting forth the provisions of the EOC.

31 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
32 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
33 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
34 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
35 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
36 fulfilled by use of the term EOE.

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 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.

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

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

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

16 XXII. NOTICES

17
18 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
19 authorized or required by this Contract shall be effective:

20 1. When written and deposited in the United States mail, first class postage prepaid and
21 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
22 ADMINISTRATOR;

23 2. When faxed, transmission confirmed;

24 3. When sent by Email; or

25 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
26 or any other expedited delivery service.

27 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this
28 Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission
29 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
30 or any other expedited delivery service.

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

35 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
36 ADMINISTRATOR.

XXIII. 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 must hand deliver or must fax said notification to a number approved by COUNTY in writing.

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

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by 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.

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

4 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
5 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
6 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

7 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
8 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
9 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
10 principles of reimbursement and GAAP.

11 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
12 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
13 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
14 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

20 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
21 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and
22 implement written record management procedures.

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

26 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following
27 discharge of the participant, client and/or patient.

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

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

36 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
37 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request

addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. 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.

J. 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.

K. 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.

XXVI. 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.

XXVII. 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 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.

1 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
2 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide
3 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
4 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
5 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

6 7 **XXVIII. SEVERABILITY**

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

13 14 **XXIX. SPECIAL PROVISIONS**

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

- 17 1. Making cash payments to intended recipients of services through this Contract.
- 18 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
19 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
20 of appropriated funds to influence certain federal contracting and financial transactions).
- 21 3. Fundraising.
- 22 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
23 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
24 Directors or governing body.
- 25 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body
26 for expenses or services.
- 27 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
28 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
29 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 30 7. Paying an individual salary or compensation for services at a rate in excess of the current
31 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
32 may be found at www.opm.gov.
- 33 8. Severance pay for separating employees.
- 34 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
35 codes and obtaining all necessary building permits for any associated construction.

36 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
37 shall not use the funds provided by means of this Contract for the following purposes:

- 1 1. Funding travel or training (excluding mileage or parking).
- 2 2. Making phone calls outside of the local area unless documented to be directly for the purpose
- 3 of Client care.
- 4 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 5 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 6 contribute to the quality of services to be provided pursuant to this Contract.

7 8 **XXX. STATUS OF CONTRACTOR**

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

21 22 **XXXI. TAX LIABILITY**

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

30 31 **XXXII. TERM**

32 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
33 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
34 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
35 Contract. CONTRACTOR is obligated to perform such duties as would normally extend beyond this
36 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
37 reporting, and accounting.

1 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or
2 holiday may be performed on the next regular business day.

3 4 **XXXIII. TERMINATION**

5 A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted
6 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance
7 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and
8 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by
9 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the
10 Contract could be terminated.

11 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
12 any of the following events:

- 13 1. The loss by CONTRACTOR of legal capacity.
- 14 2. Cessation of services.
- 15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
16 another entity without the prior written consent of COUNTY.
- 17 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
18 required pursuant to this Contract.
- 19 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
20 Contract.
- 21 6. The continued incapacity of any physician or licensed person to perform duties required
22 pursuant to this Contract.
- 23 7. Unethical conduct or malpractice by any physician or licensed person providing services
24 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
25 removes such physician or licensed person from serving persons treated or assisted pursuant to this
26 Contract.

27 **C. CONTINGENT FUNDING**

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

1 D. In the event this Contract is suspended or terminated prior to the completion of the term as
2 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
3 sole discretion, reduce the Maximum Obligation of this Contract to be consistent with the reduced term
4 of the Contract.

5 E. In the event this Contract is terminated CONTRACTOR shall do the following:

6 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
7 consistent with recognized standards of quality care and prudent business practice.

8 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
9 performance during the remaining contract term.

10 3. Until the date of termination, continue to provide the same level of service required by this
11 Contract.

12 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
13 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
14 orderly transfer.

15 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
16 Client's best interests.

17 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
18 directions provided by ADMINISTRATOR.

19 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
20 supplies purchased with funds provided by COUNTY.

21 8. To the extent services are terminated, cancel outstanding commitments covering the
22 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
23 commitments which relate to personal services. With respect to these canceled commitments,
24 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
25 arising out of such cancellation of commitment which shall be subject to written approval of
26 ADMINISTRATOR.

27 9. Provide written notice of termination of services to each Client being served under this
28 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
29 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day
30 period.

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

34 **XXXIV. THIRD PARTY BENEFICIARY**

35
36 Neither Party hereto intends that this Contract shall create rights hereunder in third parties including,
37 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

XXXV. 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.

SIGNATURE PAGE

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

PATH PEOPLE ASSISTING THE HOMELESS

DocuSigned by:
BY: Tescia Uribe DATED: 8/11/2022
E0D0F3C91DCE483...

TITLE: Chief Program Officer

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

PURCHASING AGENT/DESIGNEE

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

DocuSigned by:
BY: Massoud Shamel DATED: 8/11/2022
79055CA571A94F8...
DEPUTY

If CONTRACTOR is a corporation, two (2) 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. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO CONTRACT FOR PROVISION OF
REGIONAL CARE COORDINATION SERVICES
IN THE CENTRAL AND SOUTH SERVICE PLANNING AREA
BETWEEN
COUNTY OF ORANGE
AND
PATH PEOPLE ASSISTING THE HOMELESS
OCTOBER 15, 2022 THROUGH JUNE 30, 2024

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 CES for households experiencing homelessness or at-risk of homelessness.

2. Admission means documentation, by CONTRACTOR, of completion of the entry and program enrollment into HMIS.

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. Care Coordination 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, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who are experiencing homelessness, as referred by the ADMINISTRATOR.

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 program Participants. The CES 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 Bed Reservation means a component within the CES aimed at prioritizing available emergency shelter, transitional housing and interim housing beds within Orange County. Participants who are interested in accessing an available bed at emergency shelter, transitional housing and/or interim

1 housing may be referred to the CES Bed Reservation for prioritization and placement into the program
2 once there is availability.

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

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

11 10. Confirmed Linkages means CONTRACTOR staff have confirmed the Participant has
12 connected to the referred service or provider, usually within 30 calendar days timeframe.

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

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

21 13. Homeless Housing, Assistance and Prevention (HHAP) Program means a block-grant
22 program designed to continue to build regional coordination and a unified regional response to reduce and
23 end homelessness informed by a best-practices framework focused on moving homeless individuals and
24 families into permanent housing and supporting the efforts of those individuals and families to maintain
25 their permanent housing.

26 14. Housing and Disability Advocacy Program (HDAP) means a program to assist people
27 experiencing homelessness who are likely eligible for disability benefits by providing advocacy for
28 disability benefits as well as housing supports. HDAP has four core requirements: outreach, case
29 management, disability advocacy, and housing assistance.

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

34 16. Housing Navigation means a community-based, solution-focused strategy that assists
35 Participants with complex and frequent occurring issues that prevent them from accessing and maintaining
36 stable housing.
37

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Referral means the CONTRACTOR is making a warm handoff to another provider or services, as a best practice approach, and barriers to access are discussed.

23. 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.

24. SOAR means SSI/SSDI Outreach, Access, and Recovery. SOAR is a national program designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults and children who are experiencing or at risk of homelessness and have a serious mental illness, medical impairment, and/or a co-occurring substance use disorder.

25. 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 (MDT) that meets twice a month to coordinate care for high utilizers accessing County services/programs.

26. 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 Exhibit A to the Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit 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.

1. Regional Care Coordination Services – Central and South Service Planning Area

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>TOTAL</u>
ADMINISTRATION COSTS			
Indirect	<u>\$209,203</u>	<u>\$278,937</u>	<u>\$488,140</u>
SUBTOTAL			
ADMINISTRATION COSTS	\$209,203	\$278,937	\$488,140
PROGRAM COSTS			
Salaries	\$1,083,002	\$1,545,555	\$2,628,557
Benefits	\$292,411	\$417,300	\$709,711
Services and Supplies	\$649,895	\$826,515	\$1,476,410
Start-up	<u>\$66,720</u>	<u>\$0</u>	<u>\$66,720</u>
SUBTOTAL PROGRAM			
COSTS	\$2,092,028	\$2,789,370	\$4,881,398
TOTAL COSTS	\$2,301,231	\$3,068,307	\$5,369,538

2. Regional Care Coordination Services – Encampment Resolution (Talbert Park)

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>TOTAL</u>
ADMINISTRATION COSTS			
Indirect	\$99,621	\$99,621	\$199,242
SUBTOTAL ADMINISTRATION			
COSTS	\$99,621	\$99,621	\$199,242
PROGRAM COSTS			
Salaries	\$162,751	\$217,001	\$379,752
Benefits	\$39,058	\$52,080	\$91,138
Services and Supplies	\$794,402	\$727,131	\$1,521,533
SUBTOTAL PROGRAM COSTS	<u>\$996,211</u>	<u>\$996,212</u>	<u>\$1,992,423</u>
TOTAL COSTS	\$1,095,832	\$1,095,833	\$2,191,665

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.

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.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$80,000.00. 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 Exhibit 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

1 the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-
2 to-date actual cost incurred by CONTRACTOR.

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

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

11 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
12 any provision of the Contract.

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

16 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
17 Payments Paragraph of this Exhibit A to the Contract.

18 19 IV. REPORTS

20 A. CONTRACTOR shall maintain records and make statistical reports as required by
21 ADMINISTRATOR.

22 B. FISCAL

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

30 2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR.
31 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report
32 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
33 Paragraph of this Exhibit A to the Contract. Such reports will include actual monthly costs and revenue to
34 date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports
35 will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

36 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
37 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum,

1 report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract
2 and will include the employees' names, licensure status, monthly salary, hire and/or termination date and
3 any other pertinent information as may be required by ADMINISTRATOR. The reports will be received
4 by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
5 reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more
6 than five (5) calendar days.

7 D. PROGRAMMATIC – CONTRACTOR may be required to submit monthly reports to
8 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR.
9 ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine
10 the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the
11 nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to
12 respond to request.

13 E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably
14 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and
15 purposes contained in the Contract. ADMINISTRATOR will provide CONTRACTOR with at least thirty
16 (30) calendar days' notice if such additional reports are required, and shall explain any procedures for
17 reporting the required information.

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

23 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports
24 Paragraph of this Exhibit A to the Contract.

25 26 V. SERVICES

27 A. SCOPE OF SERVICES

28 1. Overview

29 a. COUNTY issued a Request For Proposals (RFP) to identify Regional Street Outreach
30 and Care Coordination Services Program to provide services that help respond and address the unsheltered
31 homeless conditions and provide comprehensive care coordination, inclusive of case management,
32 disability benefit application assistance and advocacy, and housing navigation services to individuals
33 experiencing homelessness in each Service Planning Area (SPA) – North, Central, and South – to secure
34 permanent housing placement for the individual. Additionally, COUNTY is implementing a program
35 where individuals experiencing chronic, unsheltered homelessness are connected to a care coordinator
36 who will provide a “whatever it takes” approach to getting an individual permanently housed and also
37

1 increase equitable service access across Orange County regardless of where a person is experiencing
2 homelessness.

3 b. The purpose of this Contract is for CONTRACTOR to provide Central and South SPA
4 Regional Care Coordination Services in support of COUNTY's implementation of a responsive Homeless
5 Service System. CONTRACTOR shall perform all services set forth in the program description and will
6 be responsible for administering program funded with Homeless Housing, Assistance and Prevention
7 (HHAP) and Housing Disability and Advocacy Program (HDAP) funds, as described as follows, in a
8 manner satisfactory to COUNTY and consistent with any standards required as a condition of providing
9 HHAP funds, including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-
10 8), HSC § 50221(a)(1-4), Welfare and Institutions Code (WIC) sections 18999-18999.6, Senate Bill (SB)
11 1380, and Welfare and Institution (W&I) Code 8255.

12 2. Program Description Summary

13 a. The Central and South SPA Regional Care Coordination Services will provide
14 comprehensive regional care coordination services five days a week for standard operating hours to help
15 engage and serve individuals experiencing unsheltered homelessness while also assisting communities in
16 addressing overall unsheltered homelessness conditions (i.e. encampments and hotspots) in the Central
17 and South SPA. Through the services, a provider will be able to engage and assess for individuals that
18 need and qualify for comprehensive care coordination services as referred by the ADMINISTRATOR.
19 Care coordination services are inclusive of comprehensive case management and housing navigation
20 services to individuals experiencing homelessness in the Central and South SPA with the goal of securing
21 permanent housing placement for the individual.

22 b. Central and South SPA Regional Street Care Coordination Services will assist
23 individuals with disabilities who are experiencing homelessness apply for disability benefit programs. The
24 program will assist individuals experiencing homelessness in accessing the most appropriate services and
25 resources across the System of Care, including behavioral health, healthcare, benefits and mainstream
26 services, housing, and navigating application and enrollment processes, and providing advocacy and
27 support as necessary. An integral part of Regional Street Outreach and Care Coordination Services is
28 Supplemental Security Income/Social Security Disability Income (SSI/SSDI) Outreach, Access, and
29 Recovery (SOAR). SOAR seeks to address homelessness through increased access to SSI/SSDI income
30 supports and encourages employment as a means to increase an individual's income and promote
31 recovery.

32 c. Central and South SPA Regional Care Coordination Services will become an integral
33 part of the Orange County Continuum of Care (CoC) and function as an open Coordinated Entry System
34 (CES) Access point for their region, to support participants in accessing available and appropriate housing
35 resources. This open access point will accept and respond to CES referrals from the public.

36 d. Central and South SPA Regional Care Coordination Services will follow Housing First
37 principles and incorporate evidenced based approaches such as motivational interviewing, critical time

1 intervention, trauma-informed care, harm reduction and risk management, to address barriers to housing
2 and economic stability. The program is to be implemented in a manner that increases equitable service
3 access across the SPA, regardless of where a person is experiencing homelessness.

4 e. Central and South SPA Regional Care Coordination Services must operate in accordance
5 with Housing First Principles as defined in WIC Section 8256 and further outlined in ACL 19-114.
6 Housing First means that individuals should be connected to housing or housing supports immediately
7 without preconditions, services shall be voluntary, participant choice shall be respected, and applicants
8 shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may
9 indicate a lack of "housing readiness."

10 f. Central and South SPA Regional Care Coordination Services shall include the following
11 services at minimum:

12 1) Street outreach and engagement to individuals experiencing homelessness in the
13 Central and South SPA, working to build relationships that offer care coordination and support to access
14 services and assistance programs, mainstream services, and other programs. Program may receive referrals
15 from ADMINISTRATOR and community partners, including 2-1-1 Orange County, for subsequent
16 outreach and engagement efforts.

17 2) Intake and assessment to determine the history of participation in other homeless
18 service assistance programs and collection of needed demographic information from Participants.
19 Program must be able to assess and re-evaluate the Participant's service needs and make recommendations
20 to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.

21 3) Case management services to Participants that promote care coordination, addressing
22 all the needs of the Participants with a focus on providing support with locating permanent housing options
23 that meet the Participant's needs. Case management services will be focused on furthering the progress
24 towards the goals and objectives as outlined in the Individualized Housing and Service Plan.

25 4) Disability Benefits Advocacy to Participants to seek any and all disability benefits
26 the participant may be eligible to receive, as appropriate, including SSI, SSDI, Social Security Retirement
27 or Survivors Benefits, Veterans' Disability Compensation benefits, and the Cash Assistance Program for
28 Immigrants (CAPI), filing complete and timely applications
29 and appeals.

30 5) Housing assistance and navigation services to support the Participant in identifying
31 available housing units and resources, completing needed forms and applications for housing, as well as
32 providing support through in-person or teleconference meetings relating to housing search and
33 placements. These activities may include direct financial assistance
34 such as rental subsidies, rental arrearages, interim housing, landlord mediation, landlord
35 incentives, landlord outreach, and housing identification and search activities.

36 6) Function as a CES Access Point to support Participants in accessing CES through
37 the completion of an assessment, the collection of required documentation to verify length of

homelessness, homeless status and/or disabling condition. Program must actively participate in relevant CES meetings and participate in case conferencing.

7) Case conference, coordinate and collaborate with OC Health Care Agency (HCA) for the other components of the System of Care, Orange County CoC, and key stakeholders in the Central and South SPA to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

8) Services will be recorded in the Homelessness Management Information System (HMIS) in accordance with the adopted HMIS Policies and Procedures, SOCDIS and in other data systems as requested by the ADMINISTRATOR.

g. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and consistent with HHAP and HDAP requirements shall provide Central and South SPA Regional Care Coordination Services to Participants experiencing homelessness in the Central and South SPA 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 moving individuals into permanent housing as quickly as possible and ensuring those individuals maintain their permanent housing.

b. The PROGRAM shall be administered in an equitable manner by providing culturally responsive services and having multicultural Program staff 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 housing stability and 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 individuals experiencing homelessness in the Central and South SPA. This includes single individuals, adult only households, transitional age youth between the ages of 18 to 24, and individuals fleeing domestic violence who are currently experiencing homelessness in Orange County and meet the Homeless Emergency Assistance and Rapid Transition to 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 State.

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: Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

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

2) 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

3) 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 individual who:

1) 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;

2) Has no other residence; and

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

4. Eligible Participants who in addition to meeting the homelessness definition, also meet the chronic homelessness definition as defined in Defining “Chronically Homeless” Final Rule and 24 CFR Parts 91 and 578:

a. An individual who:

1) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

2) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years, where the cumulative total of the four occasions is at least one year. Stays in institutions of 90 days or less will not constitute as a break in homelessness, but rather such stays are included in the cumulative total; and

3) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), posttraumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.

b. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility for fewer than 90 days and met all of the criteria in paragraph (1), before entering that facility.

5. At the time of program enrollment, eligible participants will be individuals experiencing unsheltered homelessness in the Central and South SPA. Program shall prioritize and focus on assisting individuals experiencing chronic homelessness and/or the longest length of homelessness and who rely the most heavily on State and County-funded services. Other populations to be targeted by the program include, but are not limited to, the following:

a. Individuals with disabilities who meet the above definition of experiencing chronic homelessness, homelessness and are high utilizers of the System of Care as identified by the Care Plus Program (CPP) will be prioritized for Regional Care Coordination Services for Central and South SPA. High utilizers are defined as those with current or previous histories of multiple engagements with the homeless service system, including those with repeated unsheltered homeless episodes, those experiencing chronic homelessness and those with multiple Homeless Liaison Officers contacts.

b. General assistance or general relief applicants or recipients with disabilities who are experiencing homelessness.

c. Low-income individuals with disabilities who can be diverted from, or who are being discharged from, jails or prisons and who are experiencing homelessness or at risk of homelessness.

d. Low-income veterans with disabilities who are experiencing homelessness or at risk of homelessness.

e. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities and who were experiencing homelessness prior to entry or at risk of homelessness upon discharge.

C. DESCRIPTION OF SERVICES

1. Essential Requirements – CONTRACTOR shall:

a. The services will offer core and flex delivery to ensure availability and accessibility for people experiencing homelessness. Hours of operation will be Monday – Friday, 8 am to 5 pm, , with flex scheduling offering evening and weekend availability to accommodate Participant preferences and/or COUNTY needs. This approach will augment opportunities to connect with outreach staff and maximize Participant engagement with supportive services. Staff will be recruited to scheduling and understand that the service will meet the needs of the Participant.

b. Maintain a holiday schedule consistent with COUNTY's holiday schedule that is available for administrative staff and not programmatic staff, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

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.

1 d. The administrative office of PATH is located at (PATH People Assisting the Homeless,
2 a private non-profit corporation ("Contractor"), with a place of business at 340 N. Madison Ave., Los
3 Angeles, CA 90004) and the program offices are located at 2229 S Yale Street, Santa Ana, 92704

4 e. Have a 24-hour contact available to program staff for emergency purposes and
5 communication policies and procedures in place to notify COUNTY as appropriate.

6 f. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate
7 response as appropriate.

8 g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract
9 complete training on confidentiality and compliance to ensure appropriate safeguards are in place to
10 maintain Applicant information and PII private, confidential, secure, etc.

11 2. Administrative Management Tasks – CONTRACTOR shall:

12 a Work in partnership with COUNTY to deliver the services as outlined in the program by
13 being responsive to the needs of the household eligible for services including participation in the
14 collaborative regional spoke model of care with HCA.

15 b. Submit policies and procedures for the operations of the program, as requested by
16 COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

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

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

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

22 f. Coordinate with COUNTY agencies, the Orange County CoC and community-based
23 organizations on administrative functions such as operations meetings, as necessary and appropriate. This
24 may incorporate technology solutions such as teleconferencing and videoconferencing as precautionary
25 measures to limit the community spread and exposure to COVID-19. This may also include in person
26 meeting and/or in the field meeting to address any encampment or hotspot location identified by the
27 COUNTY.

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

31 3. Central and South SPA Regional Care Coordination Services Program Operations –
32 CONTRACTOR is responsible for the provision of Central and South SPA Regional Care Coordination
33 Services to eligible Participants and who does not have incomes higher than HUD's Low-Income Limit
34 for the Area. Central and South SPA Regional Care Coordination Services Program costs must be eligible
35 and necessary to help the Participant move as quickly as possible into permanent housing and achieve
36 stability within that housing. CONTRACTOR shall conduct:

1 a. Street Outreach and Engagement to individuals experiencing homelessness in the Central
2 and South SPA, working to build relationships that offer care coordination and support to access services
3 and assistance programs, mainstream services, and other programs. The Program must conduct activities
4 geared at identified need, targeting resources, and/or connecting likely eligible individuals to the Central
5 and South SPA Regional Care Coordination Services. Including screening and assessment activities.

6 1) Street outreach and engagement shall focus on identifying individuals experiencing
7 chronic homelessness and/or the longest length of homelessness in the Central and South SPA. This will
8 require the program to coordinate and conduct field work with the HCA O&E team to determine areas for
9 outreach services for the purpose of enrollment into care coordination and subsequent service delivery.
10 This may require coordination with other homeless service programs and/or local law enforcement as
11 well.

12 2) Program must utilize various best practices and approaches, including face-to-face
13 interaction with and through trusted messengers of: Participants experiencing homelessness who are living
14 on streets, in encampments, or temporary shelters; being discharged from jails or prisons, hospitals,
15 rehabilitation facilities; and wherever else Participants may be located.

16 3) Program must develop a mechanism to receive referrals from HCA's Outreach and
17 Engagement (O&E) team and CEO as well as establishing reasonable timelines for subsequent
18 engagement with potential participants and subsequent assessment and screening.

19 4) Program shall provide ample time to engage participants and repeatedly engage with
20 participants who are hesitant or unsure of engaging in homeless service system. Program should also
21 ensure that outreach and engagement is voluntary, participant centered, and trauma informed care focused.

22 5) Program will respond to requests from COUNTY to engage individuals experiencing
23 homelessness in the Central and South SPA who are part of the (CPP). CPP provides a comprehensive
24 approach to service delivery for Orange County's most vulnerable participants. It offers enhanced care
25 coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting
26 individuals to the most appropriate services and resources across behavioral health, corrections,
27 healthcare, housing and homelessness, and benefits and supportive services.

28 6) Programs must work with community partners, including law enforcement, local
29 government partners and other service providers to help address unsheltered homeless
30 conditions in that region.

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

1) Address urgent physical needs by providing access to meals, clothing, toiletries, and/or emergency shelter according to the standard operating procedures approved by the ADMINISTRATOR.

2) Program must 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 that best meet the participants' needs.

3) 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 must address specific needs and barriers to housing and track process on established goals and milestones and the template shall be approved by the ADMINISTRATOR. The Individualized Housing and Service Plan shall detail a path to housing stability and support the Participants in maintaining permanent housing after the assistance ends.

4) Participant's housing and/or service needs shall be continuously reassessed to address potential areas that may impact housing stability.

c. Case Management: Program must provide case management services to Participants that promote care coordination intended to help participants navigate and address barriers to housing and disability benefits, including connections to Medi-Cal, CalFresh, healthcare, behavioral health agencies, legal aid, etc. Through case management, the program will actively integrate supportive services, ensuring that the various components of Central and South SPA Regional Street Outreach and Care Coordination Services are provided to the participant from the point of outreach through program exit into permanent housing 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. Once housing is secured, the case management's focus will shift to assist the participant in remaining stably housed and ensuring access to community-based services. The following case management activities must be:

1) Made available to participants: Program must incorporate best practices, including regular check-ins and communication, linkages to appropriate supportive services, the tracking of participants' cases, including housing status, disability status, status of other benefits, and any case conferencing notes.

2) Case management must begin at entry to the program and continue throughout enrollment until the participant is stably housed, helping to coordinate each step of the disability advocacy and housing process. Case management is a separate function from the housing assistance activity.

3) Case managers will meet with Participants at least weekly, in person to review progress towards Participant goals and plans for housing, increasing income and other resources as needed. Case managers will support Participants in setting up appointments, providing transportation to appointments and attend appointments with the Participants, as well as providing assistance in completing needed paperwork to meet established goals related to accessing services provided by the System of Care. Case managers will follow a “whatever-it-takes” approach to ensuring Participants receive assistance with obtaining necessary documents, paperwork completion and housing applications.

4) Program is expected to work with Participants to understand their housing desires and needs and work with them to identify appropriate housing placement that would work for them and be sustainable. Program is expected to support housing opportunities that incorporate roommates and shared living spaces. Program must ensure that housing opportunities are habitable and rent reasonable.

5) Program is required to have a network of resources that they can provide referrals and linkages to networks must include the resources listed below. Program shall be included as a resource in the HCA’s OC Navigator. Referrals and linkages to services and programs that address the needs of individuals will be provided and facilitated on an ongoing basis. Program will 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.g., Medi-Cal, SNAP, TANF, CalFresh)
- 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.

6) When a participant becomes permanently housed, the program will provide in person case management at least twice per month, for the first three months to ensure long-term housing stability and develop a Housing Stabilization Plan with the Participant. The Housing Stabilization Plan will focus on longer-term goals such as developing independent living skills and obtaining income through employment and/or disability benefits. Additionally, the Housing Stabilization Plan will include a discharge planning that will focus on addressing and resolving and remaining barriers to housing stability, ensuring housing is sustainable, linking Participants with community-based organizations, and coordinating follow-up services that offer continued support.

d. Disability Benefits Advocacy shall include seeking any and all disability benefits the participant may be eligible to receive, as appropriate, including SSI, SSDI, Social Security Retirement or Survivors Benefits, Veterans' Disability Compensation benefits, and the CAPI. It may also include filing complete and timely applications and appeals, obtaining and submitting medical evidence, filing appeals and requests for hearings, including appeals to the Social Security Appeals Counsel, representing individuals at administrative hearings, establishing good working relationships with the Social Security Administration and Disability Determination Services (DDS), and contracting with legal services providers as needed to ensure adequate representation. Program services shall not be interrupted pending an administrative hearing decision.

1) Program SSI and SSDI benefits advocacy services must adhere to the Social Security Administration guidelines, 20 CFR §§ 404.1740, 20 CFR §§ 416.1540 - Rules of Conduct and standards of responsibility for representatives.

2) Program must coordinate and collaborate with legal aid organizations to assist with initial applications and appeals, as well as ensure representation by attorneys in appeals hearings through a formal partnership with a legal entity.

3) Program shall have specific design, oversight, and quality assurance processes for benefit applications, follow-up and approval rates related to any and all entitlement benefits the participants may be eligible to receive, even if it results in ineligibility for disability benefits

e. Housing Navigation Services to support the Participant who are receiving Disability Benefit Advocacy in finding and securing interim and permanent housing, maintaining current housing and stabilizing in new housing. Housing assistance activities include, but are not limited to, direct financial assistance such as rental subsidies, rental arrearages, interim housing, landlord mediation, landlord incentives, landlord outreach, and housing identification and search activities. Program will support the Participant in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements. When housing is secured, the program will assist the participant in understanding the lease, make moving arrangements and establish utilities.

1) Housing assistance – financial assistance related to housing that is provided in coordination with both housing navigation and housing-specific case management services, and shall be provided to participants concurrently throughout the disability application process.

a) Housing assistance may include interim shelter options, recuperative care, move-in costs and housing stabilization costs, modification to units in order to accommodate accessibility needs, independent living facilities, recovery residences and board and care facilities as long as placement are compliant with Housing First, master leasing, and reunification with family or friends or other shared housing opportunities.

b) Housing assistance cannot exceed two (2) months of financial assistance for emergency and/or interim housing being provided at a motel or hotel being paid by the Program. The

1 CONTRACTOR must develop policies and procedures detailing the circumstances in which a Participant
2 may be provided financial assistance for emergency and/or interim housing, including an approval process
3 by the ADMINISTRATOR.

4 c) Housing assistance can be provided as financial assistance for move-in costs and
5 housing stabilization costs including security deposit, utility deposit, pet deposits, storage fees, moving
6 costs and costs associated with making a home habitable.

7 2) Housing navigation services – support the participant in identifying available
8 housing units and resources, completing needed forms and applications for housing, as well as providing
9 support through in-person or teleconference meetings relating to housing search and placements. When
10 housing is secured, the program will assist the participant in understanding the lease, making moving
11 arrangements and establishing utilities

12 a) Housing navigation services may include facilitating access and enrollment into
13 the permanent housing programs of the Orange County CoC, including rapid rehousing, permanent
14 supportive housing, housing choice vouchers, and special purpose housing choice vouchers. The Program
15 will serve as a CES access points and regular attendance in the Central and South SPA specific CES
16 meetings.

17 b) Housing Navigation Services must not be limited to these homeless service
18 system interventions but also consider other permanent housing options that are affordable and sustainable
19 for the individual, including but not limited to shared housing, room for rent, family reunification, etc.

20 c) Housing Navigation Services are to focus on the marketing aspects of housing
21 navigation, including locating available units, recruiting new landlords, negotiating with landlords on
22 incentives, risk mitigation funds, and any flexibility in lease terms and conditions. The housing navigator
23 shall also be available to assist with any needs or concerns from the landlord's perspective in order to
24 maintain housing stability for the participant.

25 d) Housing Navigation Services will also provide transportation to Participants to
26 support the housing search process, attend housing meetings, viewing and/or interviews. The program will
27 embrace a "whatever it takes" approach to housing navigation by eliminating barriers to housing.

28 e) The program shall work with participants to understand their housing
29 preferences and needs and work with them to identify an appropriate housing placement that would work
30 for them and be sustainable. Program shall support housing opportunities that incorporate roommates and
31 shared living spaces. Programs must ensure that housing opportunities are habitable and rent reasonable

32 3) Housing-specific case management focusses on Participants who become
33 permanently housed, the Program will provide in-person case management at least semi-monthly, for the
34 first three months to ensure long-term housing stability and develop a Housing Stabilization Plan with the
35 participant. The Housing Stabilization Plan will focus on longer-term goals such as developing
36 independent living skills and obtaining income through employment and/or disability benefits.
37 Additionally, the Housing Stabilization Plan will include a discharge plan that will focus on addressing

1 and resolving any remaining barriers to housing stability, ensuring housing is sustainable, linking
2 participants with community-based organizations, and coordinating follow-up services that offer
3 continued support.

4 e. Case conference, coordinate and collaborate with the HCA's O&E team and the other
5 components of the System of Care, Orange County CoC, CEO, and key stakeholders in the Central and
6 South SPA to employ a multi-disciplinary approach to assisting the Participant in accessing services
7 and/or programs. This will support the coordination and monitoring of other needs and engagement
8 processes for the Participant as well as measuring progress on the Individualized Housing and Service
9 Plan.

10 f. Services will continue to be provided to the Participant while enrolled in another
11 homeless service system program, including emergency shelter, temporary housing, rapid rehousing or
12 permanent supportive housing. The Participant may have several case managers at one point depending
13 on the supportive services being accessed, as such the program is expected to work collaboratively with
14 others for the benefit of the Participants. The goal of the program is to ensure care coordination, continuity
15 of services to ensure permanent housing and ongoing housing stability. The program is to case conference
16 and collaborate with other case managers providing services to the Participant.

17 g. Transportation assistance for Participants to access emergency shelter, housing resources
18 and other supportive services. Transportation may be provided in the form of Contractor's staff
19 transporting Participants in a vehicle or providing payment of transportation costs such as rideshares or
20 taxis.

21 h. The goal of providing transportation assistance is to ensure that Participants do not
22 experience additional barriers or delays in accessing benefits, services and/or housing resources.

23 i. Services will be recorded in the Homelessness Management Information System
24 (HMIS), System of Care Data Integration System (SOCDIS) in accordance with the adopted HMIS
25 Policies and
26 Procedures. This includes timely and appropriate data input in HMIS, including progress notes after each
27 engagement and/or case management session with a Participant.

28 j. For those Participants in the CPP, services/resources will be monitored within the
29 SOCDIS. Those that qualify for CPP are high utilizers of County services and resources. It will be
30 expected of the CONTRACTOR to gather consent, connect individuals expeditiously to the right
31 service/resource at the right time and assist the individuals in navigating the system.

32 4. Encampment Resolution Funding Program

33 a. The project will serve 60 individuals within Talbert Regional Park in Costa Mesa over
34 the duration of the project during FY 22 – 24 to allow OC Parks to restore the park land to its intended
35 use.

36 b. The Care Navigators and Care Navigator Supervisor (Care Team) will partner with OC
37 Parks, HCA Outreach and Engagement, Office of Care Coordination and City of Costa Mesa to identify

and assist those individuals living in the encampment within Talbert Regional Park to engage, build rapport and ensure individuals are connected to services and housing best tailored to meet their needs.

c. The Care Team will be on site daily to triage individuals to assess and prioritize the assistance and supportive services needed, utilizing the Housing First and harm reduction models

d. The Care Team will utilize the Homeless Management Information System (HMIS) database to track data and outcomes.

e. Additionally, the Care Team will have access to the County's Care Plus Program (CPP) and utilize the County's System of Care Data Integration System (SOCDIS) to ensure referrals and connections to County services by offering enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently. CPP is for those individuals who are experiencing homelessness and need a more specialized intervention or approach

f. CPP action planning will be utilized to measure progress toward agreed goals, with a focus on safety and wellbeing; additionally, there will be an expectation the Care Team will attend the multi-disciplinary team meetings hosted by the Office of Care Coordination for those connected to CPP who need additional case conferencing and more intensive coordination

g. The Care Team will be responsible for coordinating and bringing services to those within the encampment and will partner with appropriate agencies to ensure mental health, physical health, and housing needs are properly addressed. These may include, but are not limited to, County departments, CalOptima, BeWell OC, the City of Costa Mesa, local housing authorities, OC Parks and the emergency shelter system

h. Care Team will support with scheduling necessary healthcare, mental health, job trainings and housing appointments and providing transportation to and from any appointments

i. The shelter options offered to the individuals within the encampment will include Costa Mesa's emergency shelter, the Yale Navigation Center, transitional housing, and permanent housing based on the identified needs

j. The Care Team will include Spanish speaker/s to engage with individuals within the park experiencing homelessness

k. The Care Team will utilize de-escalation methods and only call upon law enforcement should the risk assessment be high and/or there is concerns regarding safety for the individuals/public

D. PERFORMANCE MEASURES AND MONITORING

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

a. CONTRACTOR will assist a minimum of 900 (600 Central SPA and 300 South SPA) eligible Participant Households by providing all components of the Central and South SPA Regional Care Coordination Services during the term of the Contract. 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. Maintain a minimum of 25 unduplicated, eligible Participants in a caseload per case manager, for a total of 900 Participants served during the term of the Contract. 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 over the course of the Contract.

c. Of the Participants enrolled in the program during the reporting period, 90% of Participants will have an Individualized Housing and Service Plan within thirty (30) calendar days of program enrollment.

d. Of the Participants enrolled in the program during the reporting period, 90% of Participants will be connected to the CES within thirty (30) calendar 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 as fast as possible.

e. Of the participants who have a disability and are not receiving disability benefits enrolled in the program during the reporting period, 90% of participants will have submitted a disability benefit application or appeal within 120 days of program enrollment

f. Achieve minimum of 40% disability benefit application approval, inclusive of initial applications, reconsideration request, and/or appeals and hearing processes,

g. At minimum, 50% of Participants will enroll into to an emergency shelter or temporary housing destination while enrolled in the program.

h. At minimum, 50% of Participants will transition to a permanent housing destination.

i. Of Participants who move-in to permanent housing destinations, 50% (175) do so within 120 days of enrollment to the PROGRAM.

j. At minimum 50% of Participants will have a higher income than at program entry due to employment and or mainstream benefits.

2. Encampment Resolution Funding Program

a. 50% of the funds must be expended by June 30, 2023, and 100% be expended by June 30, 2024.

b. 60 individuals will be served during the duration of the funding agreement, which is October 15, 2022, to June 30, 2024.

3. 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 HHAP and HDAP Program guidelines

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

d. HMIS, SOCDIS and other data entry completion

e. Care Plus Program SOCDIS data entry completion

1 f. Interviews with program staff

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

8 5. COUNTY shall periodically evaluate CONTRACTOR'S progress in complying with the
9 terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall
10 report the findings of each monitoring to CONTRACTOR.

11 E. REPORTING REQUIREMENTS

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

18 2. CONTRACTOR is required to submit monthly units of service and narrative reports, in
19 addition to reporting at regular intervals to HCA that details the following:

- 20 a. Total number of eligible households that receive assistance;
21 b. Composition of the households – demographics, size and type;
22 c. Number of unduplicated individuals served;
23 d. Caseload movement;
24 e. Financial assistance expenditures;
25 f. Length of assistance;
26 g. Number of Participants exits and exit types;
27 h. Coordinated Entry System status – total number of participants enrolled in CES program,
28 total number of participants on the CES Community Queue and related status;
29 i. Individualized Housing and Service Plan status – total number of plans established with
30 participants and related progress towards completion;
31 j. Income increases for participants;
32 k. Number of disability benefits applications and/or appeals submitted and related status
33 and progress per Participant.

34 l. Other outcome measures as determined by the ADMINISTRATOR

35 F. FILE MAINTENANCE AND DOCUMENTATION

36 1. CONTRACTOR shall prepare all applicable files and perform all administrative management
37 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.

8. Encampment Resolution Funding Program

a. The CONTRACTOR is required to provide all data and outcomes that may inform an assessment of the funded project. CONTRACTOR shall report quarterly and have on Final Work Product submitted prior to this Agreement's termination.

b. The CONTRACTOR will be required to provide:

1) Outreach and service path data at the anonymized, individual level;

2) Current housing status of persons served in the aggregate;

3) Status of funding as presented in the Cal ICH approved, standardized budget; and

4) Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

5) Pursuant to Health and Safety Code (HSC) Section 50254, CONTRACTORS shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

c. The CONTRACTOR and COUNTY shall participate in a program evaluation regarding their implementation of ERF funds. To support this effort, Cal ICH will contract a third party to complete the evaluation.

d. The CONTRACTOR should adhere to all other auditing and record retentions identified in the contract previously as that will meet the requirements from the State for the Encampment Resolution Funding Program.

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 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.

1. Regional Care Coordination Services – Central and South Service Planning Area

	<u>Year 1 FTE</u>	<u>Year 2 FTE</u>
PROGRAM		
Regional Director OC	0.20	0.50
Director, Outreach	1.00	1.00
Associate Director, Outreach	1.00	1.00
Program Manager	3.00	3.00
Care Coordinator	18.00	18.00

1	Program Associate	1.00	1.00
2	Program Finance Specialist	0.30	0.30
3	Program Quality Assurance	0.30	0.75
4	Program Staff Recruiter	<u>1.00</u>	<u>0.00</u>
5	TOTAL FTE	25.80	25.55

2. Regional Care Coordination Services – Encampment Resolution (Talbert Park)

9		<u>Year 1 FTE</u>	<u>Year 2 FTE</u>
10	PROGRAM		
11	Regional Director OC	0.25	0.25
12	Program Manager	1.00	1.00
13	Outreach Case Manager	2.00	2.00
14	Program Finance Specialist	0.10	0.10
15	Program Quality Assurance	0.10	0.10
16	Program Staff Recruiter	<u>1.00</u>	<u>1.00</u>
17	TOTAL FTE	4.45	4.45

D. CONTRACTOR shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which will 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. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.