

**AMENDMENT NO. 6  
TO  
CONTRACT NO. MA-017-22011904  
FOR  
COVID-19 RESPONSIVE HOMELESS SERVICES**

This Amendment (“Amendment No. 6”) to Contract No. MA-017-22011904 for COVID-19 Responsive Homeless Services is made and entered into upon execution of all necessary signatures between Orange County’s United Way dba Orange County United Way, a California non-profit corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, and the County of Orange, a political subdivision of the State of California (“County”). Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-21011351 for COVID-19 Responsive Homeless Services effective May 1, 2021 through June 30, 2023, in an amount not to exceed \$998,728 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend Section (Referenced Contract Provisions) subsection Term, amend Section (Referenced Contract Provisions) subsection Maximum Obligation, increase the Contract by \$5,083,766, and replace Exhibit A with Exhibit A-1; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Budget Tables in Exhibit A-1 Paragraph II Budget and to amend the Staffing Tables in Exhibit A-1 Paragraph VII Staffing; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II Budget for Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and

WHEREAS, the Parties executed Amendment No. 4 to amend the Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II for Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and

WHEREAS, the Parties executed Amendment No. 5 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office/County Procurement Office (CPO), and to change the Contract Number from MA-042-21011351 to MA-017-22011904; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to extend the Contract for six months, to decrease the Contract not to exceed amount and to amend Exhibit A-1 of the Contract; and

**~~AMENDMENT NO. 5  
TO  
CONTRACT NO. MA-042-21011351  
FOR  
COVID-19 RESPONSIVE HOMELESS SERVICES~~**

~~This Amendment (“Amendment No. 5”) to Contract No. MA-042-21011351 for COVID-19 Responsive Homeless Services is made and entered into on this 1<sup>st</sup> day of July, 2022 (“Effective Date”)~~

~~between Orange County’s United Way dba Orange County United Way, a California non-profit corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, and the County of Orange, a political subdivision of the State of California (“County”). Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

**RECITALS**

~~WHEREAS, the Parties executed Contract No. MA-042-21011351 for COVID-19 Responsive Homeless Services effective May 1, 2021 through June 30, 2023, in an amount not to exceed \$998,728 (“Contract”); and~~

~~WHEREAS, the Parties executed Amendment No. 1 to amend Section (Referenced Contract Provisions) subsection Term, amend Section (Referenced Contract Provisions) subsection Maximum Obligation, increase the Contract by \$5,083,766, and replace Exhibit A with Exhibit A-1; and~~

~~WHEREAS, the Parties executed Amendment No. 2 to amend the Budget Tables in Exhibit A-1 Paragraph II Budget and to amend the Staffing Tables in Exhibit A-1 Paragraph VII Staffing; and~~

~~WHEREAS, the Parties executed Amendment No. 3 to amend the Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II Budget for Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and~~

~~WHEREAS, the Parties executed Amendment No. 4 to amend the Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II for Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 5 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office/County Procurement Office (CPO), and to change the Contract Number from MA-042-21011351 to MA-017-22011904; and~~

**AMENDMENT NO. 4**

**TO**

**CONTRACT NO. MA-042-21011351**

**FOR**

**COVID-19 RESPONSIVE HOMELESS SERVICES**

~~This Amendment (“Amendment No. 4”) to Contract No. MA-042-21011351 for COVID-19 Responsive Homeless Services is made and entered into upon execution of all necessary signatures between Orange County’s United Way dba Orange County United Way, a California non-profit corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

**RECITALS**

1 WHEREAS, the Parties executed Contract No. MA-042-21011351 for COVID-19 Responsive  
2 Homeless Services effective May 1, 2021 through June 30, 2023, in an amount not to exceed \$998,728  
3 (“Contract”); and

4 WHEREAS, the Parties executed Amendment No. 1 to amend Section (Referenced Contract  
5 Provisions) subsection Term, amend Section (Referenced Contract Provisions) subsection Maximum  
6 Obligation, increase the Contract by \$5,083,766, and replace Exhibit A with Exhibit A-1; and

7 WHEREAS, the Parties executed Amendment No. 2 to amend the Budget Tables in Exhibit A-1  
8 Paragraph II Budget and to amend the Staffing Tables in Exhibit A-1 Paragraph VII Staffing; and

9 WHEREAS, the Parties executed Amendment No. 3 to amend the Emergency Housing Voucher  
10 Housing Locator Services Budget Table in Exhibit A-1 Paragraph II Budget for Period 2 and to amend  
11 the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and

12 WHEREAS, the Parties now desire to enter into this Amendment No. 4 for County to continue  
13 receiving and Contractor to continue providing the services set forth in the Contract, to amend the  
14 Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II for  
15 Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and

16 **AMENDMENT NO. 3**  
17 **TO**  
18 **CONTRACT NO. MA-042-21011351**  
19 **FOR**  
20 **COVID-19 RESPONSIVE HOMELESS SERVICES**

21 This Amendment (“Amendment No. 3”) to Contract No. MA-042-21011351 for COVID-19  
22 Responsive Homeless Services is made and entered into upon execution of all necessary signatures  
23 between Orange County’s United Way dba Orange County United Way, a California non-profit  
24 corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, and the  
25 County of Orange, a political subdivision of the State of California (“County”), through its Health Care  
26 Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and  
27 County may sometimes be referred to individually as “Party” or collectively as “Parties”.

28 **RECITALS**

29 WHEREAS, the Parties executed Contract No. MA-042-21011351 for COVID-19 Responsive  
30 Homeless Services effective May 1, 2021 through June 30, 2023, in an amount not to exceed \$998,728  
31 (“Contract”); and

32 WHEREAS, the Parties executed Amendment No. 1 to amend Section (Referenced Contract  
33 Provisions) subsection Term, amend Section (Referenced Contract Provisions) subsection Maximum  
34 Obligation, increase the Contract by \$5,083,766, and replace Exhibit A with Exhibit A-1; and

35 WHEREAS, the Parties executed Amendment No. 2 to amend the Budget Tables in Exhibit A-1  
36 Paragraph II Budget and to amend the Staffing Tables in Exhibit A-1 Paragraph VII Staffing; and

37 WHEREAS, the Parties now desire to enter into this Amendment No. 3 for County to continue

1 ~~receiving and Contractor to continue providing the services set forth in the Contract, to amend the~~  
2 ~~Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II~~  
3 ~~Budget for Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2;~~  
4 ~~and~~

5 **AMENDMENT NO. 2**  
6 **TO**  
7 **CONTRACT NO. MA-042-21011351**  
8 **FOR**  
9 **COVID-19 RESPONSIVE HOMELESS SERVICES**

10 ~~This Amendment (“Amendment No. 2”) to Contract No. MA-042-21011351 for COVID-19~~  
11 ~~Responsive Homeless Services is made and entered into upon execution of all necessary signatures~~  
12 ~~between Orange County’s United Way dba Orange County United Way, a California non-profit~~  
13 ~~corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, and the~~  
14 ~~County of Orange, a political subdivision of the State of California (“County”), through its Health Care~~  
15 ~~Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and~~  
16 ~~County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

17 **RECITALS**

18 ~~WHEREAS, the Parties executed Contract No. MA-042-21011351 for COVID-19 Responsive~~  
19 ~~Homeless Services effective May 1, 2021 through June 30, 2023, in an amount not to exceed \$998,728~~  
20 ~~(“Contract”); and~~

21 ~~WHEREAS, the Parties executed Amendment No. 1 to amend Section (Referenced Contract~~  
22 ~~Provisions) subsection Term, amend Section (Referenced Contract Provisions) subsection Maximum~~  
23 ~~Obligation, increase the Contract by \$5,083,766, and replace Exhibit A with Exhibit A-1; and~~

24 ~~WHEREAS, the Parties now desire to enter into this Amendment No. 2 for County to continue~~  
25 ~~receiving and Contractor to continue providing the services set forth in the Contract, to amend the~~  
26 ~~Budget Tables in Exhibit A-1 Paragraph II Budget and to amend the Staffing Tables in Exhibit A-1~~  
27 ~~Paragraph VII Staffing; and~~

28 **AMENDMENT NO. 1**  
29 **TO**  
30 **CONTRACT NO. MA-042-21011351**  
31 **FOR**  
32 **COVID-19 RESPONSIVE HOMELESS SERVICES**

33 ~~This Amendment (“Amendment No. 1”) to Contract No. MA-042-21011351 for COVID-19~~  
34 ~~Responsive Homeless Services is made and entered into upon execution of all necessary signatures~~  
35 ~~between Orange County’s United Way dba Orange County United Way, a California non-profit~~  
36 ~~corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, and the~~  
37 ~~County of Orange, a political subdivision of the State of California (“County”), through its Health Care~~

1 ~~corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, and the~~  
2 ~~County of Orange, a political subdivision of the State of California (“County”), through its Health Care~~  
3 ~~Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and~~  
4 ~~County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

5  
6 **RECITALS**

7 ~~WHEREAS, the Parties executed Contract No. MA-042-21011351 for COVID-19 Responsive~~  
8 ~~Homeless Services effective May 1, 2021 through June 30, 2023, in an amount not to exceed \$998,728~~  
9 ~~(“Contract”); and~~

10 ~~WHEREAS, the Parties now desire to enter into this Amendment No. 1 for County to continue~~  
11 ~~receiving and Contractor to continue providing the services set forth in the Contract and to replace~~  
12 ~~Exhibit A with Exhibit A-1; and~~

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CONTRACT FOR PROVISION OF  
COVID-19 RESPONSIVE HOMELESS SERVICES

BETWEEN  
COUNTY OF ORANGE

AND

ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
MAY 1, 2021 THROUGH ~~DECEMBER 31, 2023~~ JUNE 30, 2024

THIS CONTRACT entered into this May 1, 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Orange County’s United Way dba Orange County United Way, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the Director of the County’s ~~OUNTY’s~~ Procurement Office Health Care Agency or an authorized designee (“ADMINISTRATOR”).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Responsive Homeless Services described herein to individuals experiencing homelessness in the South Service Planning Area of Orange County; and

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

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

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ATTACHMENT A

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~~Maximum Obligation: Period Two Maximum Obligation: \$4,739,180~~  
~~Period Three Maximum Obligation: \$344,586~~  
~~TOTAL MAXIMUM OBLIGATION: \$5,083,766~~

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 0706064914

**CONTRACTOR TAX ID Number:** 33-0047991

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange                      CONTRACTOR: Orange County’s United Way  
~~Health Care Agency~~    Dba Orange County United Way  
~~Contract Services~~    18012 Mitchell South  
~~405 West 5th Street, Suite 600~~    Irvine, CA 92614  
Santa Ana, CA 92701-4637  
//    County Executive Office/County Procurement Office  
401 W. Civic Center Drive, 5<sup>th</sup> floor

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I. ACRONYMS

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

- A. ARRA American Recovery and Reinvestment Act of 2009
- B. CalWORKs California Work Opportunity and Responsibility for Kids
- C. CAP Corrective Action Plan
- D. CCC California Civil Code
- E. CCR California Code of Regulations
- F. CES Coordinated Entry System
- G. CFR Code of Federal Regulations
- H. CHPP COUNTY HIPAA Policies and Procedures
- I. COC Continuum of Care
- J. COI Certificate of Insurance
- K. CPA Certified Public Accountant
- L. DRS Designated Record Set
- M. EEOC Equal Employment Opportunity Commission
- N. EOC Equal Opportunity Clause
- O. FFS Fee For Service
- P. FSC Family Solutions Collaborative
- Q. FTE Full Time Equivalent
- R. GAAP Generally Accepted Accounting Principles
- S. ~~HCA~~ ~~County of Orange Health Care Agency~~
- T. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
- U. HMIS Homeless Management Information System
- V. HSC California Health and Safety Code
- W. HUD U.S. Department of Housing and Urban Development
- X. MH Mental Health
- Y. MHSA Mental Health Services Act
- Z. OCR Federal Office for Civil Rights
- AA. OIG Federal Office of Inspector General
- AB. OMB Federal Office of Management and Budget
- AC. OPM Federal Office of Personnel Management
- AD. P&P Policy and Procedure
- AE. PA DSS Payment Application Data Security Standard
- AF. PATH Projects for Assistance in Transition from Homelessness
- AG. PC California Penal Code

1	AH. PCI DSS	Payment Card Industry Data Security Standards
2	AI. PHI	Protected Health Information
3	AJ. PII	Personally Identifiable Information
4	AK. PRA	California Public Records Act
5	AL. PSC	Professional Services Contract System
6	AM. SIR	Self-Insured Retention
7	AN. SMA	Statewide Maximum Allowable (rate)
8	AO. SOW	Scope of Work
9	AP. UOS	Units of Service
10	AQ. USC	United States Code
11	AR. WIC	Women, Infants and Children

**II. ALTERATION OF TERMS**

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, 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 owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant 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. ~~DELETED COMPLIANCE~~**

~~A. COMPLIANCE PROGRAM — ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.~~

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#

~~1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply with in relation to Covered Individuals performing services under this Contract.~~

~~2. CONTRACTOR has the option to develop and provide, or make available to, ADMINISTRATOR copies of its own Compliance Program policies and procedures. CONTRACTOR's Compliance Program policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements of the ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract prior to implementation. 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, or make available to ADMINISTRATOR, copies of its own Compliance Program policies and procedures, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary, complete ADMINISTRATOR's annual compliance training to ensure proper compliance.~~

~~4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and procedures 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 contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its Compliance Program to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.~~

~~5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance Program and contact information for the ADMINISTRATOR's Compliance Program.~~

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

~~1. CONTRACTORS that have acknowledged that they will comply with ADMINISTRATOR's Compliance Program shall use their 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 ADMINISTRATOR's General Compliance Training when offered.~~

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

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

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

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

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

~~1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state HOMELESS SERVICES program regulations and procedures or instructions otherwise communicated by regulatory agencies.~~

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

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

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

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

~~D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the Contract.~~

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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.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Contract.

3. In the event of a collaborative service agreement between Homeless Services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Participants receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, 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. This obligation shall also apply to CONTRACTOR’s employees, agents, subcontractors, consultants, volunteers and interns associated with the provision of services provided under this Contract. CONTRACTOR’s efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors, consultants, volunteers and interns 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. CORRECTIVE ACTION PLAN

CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet



1 goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable  
2 timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to  
3 reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the  
4 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR’s satisfaction will constitute a  
5 material breach and be grounds for termination of this Contract.

6  
7 **VIII. COST REPORT**

8 A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days  
9 following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance  
10 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions  
11 Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between  
12 programs, cost centers, services, and funding sources in accordance with such requirements and  
13 consistent with prudent business practice, which costs and allocations shall be supported by source  
14 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon  
15 reasonable notice.

16 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time  
17 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
18 following:

19 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each  
20 business day after the above specified due date that the accurate and complete Cost Report is not  
21 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The  
22 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
23 CONTRACTOR.

24 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
25 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
26 accurate and complete Cost Report is delivered to ADMINISTRATOR.

27 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
28 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
29 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

35 //  
36 //  
37 //

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

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

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

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

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

28  
29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
30 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
31 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
32 knowledge and belief, costs reimbursed through this Contract are reasonable and  
33 allowable and directly or indirectly related to the services provided and that this Cost  
34 Report is a true, correct, and complete statement from the books and records of  
35 (provider name) in accordance with applicable instructions, except as noted. I also  
36 hereby certify that I have the authority to execute the accompanying Cost Report.  
37

1 Signed \_\_\_\_\_  
 2 Name \_\_\_\_\_  
 3 Title \_\_\_\_\_  
 4 Date \_\_\_\_\_"

**IX. 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, or placed on any such lists, by any federal department or agency.

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

**X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

1 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as  
 2 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new  
 3 owners shall be required under the terms of sale or such other instruments of transfer for the assignment  
 4 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the  
 5 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
 6 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification  
 7 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to  
 8 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.  
 9 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,  
 10 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the  
 11 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph  
 12 shall be void.

13 1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change  
 14 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in  
 15 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month  
 16 period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is  
 17 transitioning from a community clinic/health center to a Federally Qualified Health Center and has been  
 18 so designated by the Federal Government.

19 2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in  
 20 the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of  
 21 the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a  
 22 sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing  
 23 body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

24 3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any  
 25 change to another structure, including a change in more than fifty percent (50%) of the composition of  
 26 its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month  
 27 period of time, shall be deemed an assignment for purposes of this paragraph.

28 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
 29 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
 30 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
 31 governing body of CONTRACTOR at one time.

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

37 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the

1 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
2 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
3 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

4 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
5 pursuant to this Contract.

6 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
7 amounts claimed for subcontracts not approved in accordance with this paragraph.

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

11 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's  
12 status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in  
13 writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to  
14 litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as  
15 any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during  
16 the period of Contract performance.

17  
18 **XI. DISPUTE RESOLUTION**

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

23 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final  
24 decision regarding the disposition of any dispute between the Parties arising under, related to, or  
25 involving this Contract.

26 2. CONTRACTOR's written demand shall be fully supported by factual information, and  
27 shall include with the demand a written statement signed by an authorized representative indicating that  
28 the demand is made in good faith, that the supporting data are accurate and complete. If such demand  
29 involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the  
30 amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes  
31 COUNTY is liable.

32 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,  
33 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,  
34 including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a  
35 material breach and be grounds for termination of this Contract.

36 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and  
37 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision

1 within ninety (90) calendar days after receipt of CONTRACTOR’s demand, it shall be deemed a final  
2 decision adverse to CONTRACTOR’s contentions.

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

10  
11 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

21  
22 **XIII. EQUIPMENT**

23 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
24 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
25 ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively  
26 Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000  
27 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as  
28 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes  
29 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain  
30 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
31 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
32 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated  
33 according to GAAP.

34 B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any  
35 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR  
36 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
37 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
2 purchased asset in an Equipment inventory.

3 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
4 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in  
5 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
6 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

23 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
24 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
25

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

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

33 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
34 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.  
35 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
36 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.  
37 //

**XV. INDEMNIFICATION AND INSURANCE**

1  
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
5 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
6 including but not limited to personal injury or property damage, arising from or related to the services,  
7 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
10 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
11 request a jury apportionment.

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

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

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

33 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
34 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
35 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole  
36 cost and expense with counsel approved by Board of Supervisors against same; and

37 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any



1 duty to indemnify or hold harmless; and

2 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
3 which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be  
4 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

7 F. QUALIFIED INSURER

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

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

16 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
17 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
Employee Dishonesty	\$1,000,000 per occurrence

34 H. REQUIRED COVERAGE FORMS

35 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
36 substitute form providing liability coverage at least as broad.

37 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,

1 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

2 I. REQUIRED ENDORSEMENTS

3 1. The Commercial General Liability policy shall contain the following endorsements, which  
4 shall accompany the COI:

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

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

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

14 a. An Additional Insured endorsement naming the County of Orange, its elected and  
15 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

16 b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's  
17 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
18 excess and non-contributing.

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

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

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

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

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

37 O. The Commercial General Liability policy shall contain a "severability of interests" clause also

1 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

2 P. Insurance certificates should be forwarded to COUNTY at the address specified in the  
3 Referenced Contract Provisions of this Contract.

4 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven  
5 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract  
6 may be terminated by County without penalty.

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

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

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

19 U. SUBMISSION OF INSURANCE DOCUMENTS

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

21 a. Prior to the start date of this Contract.

22 b. No later than the expiration date for each policy.

23 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
24 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

25 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
26 the Referenced Contract Provisions of this Contract.

27 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
28 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have  
29 sole discretion to impose one or both of the following:

30 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
31 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the  
32 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
33 submitted to ADMINISTRATOR.

34 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
35 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and  
36 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
37 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

1 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
2 CONTRACTOR’s monthly invoice.

3 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
4 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
5 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
6

7 **XVI. INSPECTIONS AND AUDITS**

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

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

22 C. AUDIT RESPONSE

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

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

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

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

6 **XVII. LICENSES AND LAWS**

7 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
8 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,  
9 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,  
10 regulations and requirements of the United States, the State of California, COUNTY, and all other  
11 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and  
12 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,  
13 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be  
14 cause for termination of this Contract.

15 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
16 requirements as they exist now or may be hereafter amended or changed. The applicable provisions of  
17 laws, regulations, and requirements for the provision of services under this Contract shall include, but  
18 not be limited to, the following:

- 19 1. ARRA of 2009.
- 20 2. Trafficking Victims Protection Act of 2000.
- 21 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 22 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 23 5. CCR, Title 17, Public Health.
- 24 6. CCR, Title 22, Social Security.
- 25 7. CFR, Title 42, Public Health.
- 26 8. CFR, Title 45, Public Welfare.
- 27 9. USC Title 42. Public Health and Welfare.
- 28 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 29 11. 42 USC §1857, et seq., Clean Air Act.
- 30 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 31 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 32 14. McKinney-Vento Homeless Assistance Act
- 33 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
34 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
35 Awards.

36 //  
37 //

**XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Contract must be approved at least thirty (30) business days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract must be approved in advance at least thirty (30) business days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Contract. 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. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

**XIX. MAXIMUM OBLIGATION**

A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract is as specified in the Referenced Contract Provisions of this Contract.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of funding for this Agreement.

**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 herein) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other

1 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
2 standards pursuant to providing services pursuant to this Contract.

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

7  
8 **XXI. NONDISCRIMINATION**

9 **A. EMPLOYMENT**

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

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

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

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

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

36 6. Each labor union or representative of workers with which CONTRACTOR and/or  
37 subcontractor has a collective bargaining agreement or other contract or understanding must post a

1 notice advising the labor union or workers' representative of the commitments under this  
2 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
3 employees and applicants for employment.

4 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
5 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
6 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
7 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
8 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
9 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
10 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
11 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
12 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
13 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
14 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
15 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
16 factors identified above:

- 17 1. Denying a Participant or potential Participant any service, benefit, or accommodation.
- 18 2. Providing any service or benefit to a Participant which is different or is provided in a  
19 different manner or at a different time from that provided to other Participants.
- 20 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed  
21 by others receiving any service and/or benefit.
- 22 4. Treating a Participant differently from others in satisfying any admission requirement or  
23 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
24 any service and/or benefit.
- 25 5. Assignment of times or places for the provision of services.

26 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all  
27 Participants through a written statement that CONTRACTOR's and/or subcontractor's Participants may  
28 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,  
29 subcontractor, and ADMINISTRATOR.

30 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR  
31 shall establish an internal informal problem resolution process for Participants not able to resolve such  
32 problems at the point of service. Participants may initiate a grievance or complaint directly with  
33 CONTRACTOR either orally or in writing.

34 a. COUNTY shall establish a formal resolution and grievance and appeals process in the  
35 event informal processes do not yield a resolution.

36 b. Throughout the problem resolution and grievance and appeals process, Participant  
37 rights shall be maintained, including access to the COUNTY's grievance and appeals process at any



1 point in the process.

2 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
3 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to  
4 request a State Fair Hearing.

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

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

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

21  
22 **XXII. NOTICES**

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

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

28 2. When faxed, transmission confirmed;

29 3. When sent by E-Mail; or

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

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

36 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
37 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
2 damage to any COUNTY property in possession of CONTRACTOR.

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

5  
6 **XXIII. NOTIFICATION OF DEATH**

7 A. Upon becoming aware of the death of any person served pursuant to this Contract,  
8 CONTRACTOR shall immediately notify ADMINISTRATOR.

9 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
10 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
11 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

12 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
13 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
14 served pursuant to this Contract; notice need only be given during normal business hours.

15 2. WRITTEN NOTIFICATION

16 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
17 via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
18 aware of the death due to non-terminal illness of any person served pursuant to this Contract.

19 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
20 report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming  
21 aware of the death due to terminal illness of any person served pursuant to this Contract.

22 c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR  
23 may hand deliver or fax to a known number said notification.

24 C. If there are any questions regarding the cause of death of any person served pursuant to this  
25 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to  
26 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
27 Notification of Death Paragraph.

28  
29 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

30 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
31 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve  
32 Clients or occur in the normal course of business.

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

37 //

**XXV. PARTICIPANT’S RIGHTS**

A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff. Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily accessible to Participants to take without having to request the form or envelope.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant shall have access.

1. CONTRACTOR’s grievance and appeals processes shall incorporate COUNTY’s grievance, appeals, participants’ rights, and/or utilization management guidelines and procedures. The participant has the right to utilize either or both grievance and appeals process(es) simultaneously in order to resolve their dissatisfaction.

C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to CONTRACTOR, file a grievance, file an appeal, and file a complaint.

**XXVI. PAYMENT CARD COMPLIANCE**

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

**XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

2. CONTRACTOR shall keep and maintain records of each service rendered to each participant, the identity of the participant to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and

1 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
2 claimed to have been incurred in the performance of this Contract and in accordance with County  
3 policies of reimbursement and GAAP.

4 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and  
5 physical safeguards to ensure the privacy and security of health related and/or personally identifying  
6 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of  
7 participant's health related and/or personally identifying information in possession of CONTRACTOR,  
8 CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of  
9 disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized  
10 use or disclosure.

11 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR  
12 shall maintain participant records and must establish and implement written record management  
13 procedures.

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

17 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
18 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
19 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
20 written approval to CONTRACTOR to maintain records in a single location, identified by  
21 CONTRACTOR.

22 F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify  
23 ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight  
24 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the  
25 PRA request.

26 G. CONTRACTOR may retain participant documentation electronically in accordance with the  
27 terms of this Contract and common business practices. If documentation is retained electronically,  
28 CONTRACTOR shall, in the event of an audit or site visit:

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

35  
36 **XXVIII. RESEARCH AND PUBLICATION**

37 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out

1 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for  
2 publication.

3  
4 **XXIX. REVENUE**

5 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
6 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.  
7 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

8 B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
9 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically  
10 provide for the identification of delinquent accounts and methods for pursuing such accounts.  
11 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current  
12 status of fees which are billed, collected, transferred to a collection agency, or deemed by  
13 CONTRACTOR to be uncollectible.

14 C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
15 persons other than individuals or groups eligible for services pursuant to this Contract.

16  
17 **XXX. SEVERABILITY**

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

23  
24 **XXXI. SPECIAL PROVISIONS**

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

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

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

3 7. Paying an individual salary or compensation for services at a rate in excess of the current  
4 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
5 Schedule may be found at [www.opm.gov](http://www.opm.gov).

6 8. Severance pay for separating employees.

7 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
8 codes and obtaining all necessary building permits for any associated construction.

9 10. Supplanting current funding for existing services.

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

12 1. Funding travel or training (excluding program-related mileage or parking).

13 2. Making phone calls outside of the local area unless documented to be directly for the  
14 purpose of Participant care.

15 3. Payment for grant writing, consultants, certified public accounting, or legal services.

16 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
17 contribute to the quality of services to be provided pursuant to this Contract.

18 5. Purchasing or improving land, including constructing or permanently improving any  
19 building or facility, except for tenant improvements.

20 6. Providing inpatient hospital services or purchasing major medical equipment.

21 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
22 funds (matching).

23 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
24 CONTRACTOR's Participants outside of program Scope of Services.

## 25 26 **XXXII. STATUS OF CONTRACTOR**

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

XXXIII. TERM

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

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

XXXIV. TERMINATION

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

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

- 1. The loss by CONTRACTOR of legal capacity.
- 2. Cessation of services without cause.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration without the prior written consent of COUNTY.
- 4. The neglect by any licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
- 6. The continued incapacity of any licensed person to perform duties required pursuant to this Contract.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such licensed person from serving persons assisted pursuant to this Contract.

C. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Contract is contingent upon the following:
  - a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,

1 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to  
2 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
3 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

11 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of  
12 Contract performance during the remaining Contract term.

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

15 4. If Participant's records are to be transferred to another facility for services, furnish  
16 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by  
17 ADMINISTRATOR to effect an orderly transfer.

18 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent  
19 with Participant's best interests.

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

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

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

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

34 **XXXV. THIRD PARTY BENEFICIARY**

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





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

3  
4 ORANGE COUNTY’S UNITED WAY

5  
6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

14  
15  
16  
17 COUNTY OF ORANGE

18  
19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 ~~HEALTH CARE AGENCY~~  
22 COUNTY EXECUTIVE OFFICE

23  
24  
25  
26  
27 APPROVED AS TO FORM  
28 OFFICE OF THE COUNTY COUNSEL  
29 ORANGE COUNTY, CALIFORNIA

30  
31  
32 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

33 DEPUTY

34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 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-1

TO THE CONTRACT FOR PROVISION OF  
COVID-19 RESPONSIVE HOMELESS SERVICES AND  
EMERGENCY HOUSING VOUCHERS HOUSING LOCATOR SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
MAY 1, 2021 THROUGH JUNE 30, 2024

~~EXHIBIT A~~

~~TO THE CONTRACT FOR PROVISION OF~~  
~~COVID-19 RESPONSIVE HOMELESS SERVICES~~  
~~IN THE SOUTH SERVICE PLANNING AREA~~  
~~BETWEEN~~  
~~COUNTY OF ORANGE~~  
~~AND~~  
~~ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY~~  
~~MAY 1, 2021 THROUGH JUNE 30, 2023~~

**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 Agreement.

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

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

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

4. Client or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who are experiencing homelessness.

5. 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 the County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services, and includes a comprehensive

1 and standardized process used by all service providers in the Orange County System of Care.

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

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

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

14 9. Emergency Housing Vouchers (EHV) refers to a program that is available through the American  
15 Rescue Plan Act. The United States Department of Housing and Urban Development made housing choice  
16 vouchers available to local public housing authorities in order to assist individuals and families who are  
17 experiencing homelessness; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating  
18 violence, sexual assault, stalking or human trafficking; or were recently homeless or have a high risk of housing  
19 instability and for whom providing rental assistance will prevent the participant's homelessness or having high  
20 risk of housing instability.

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

25 11. Homeless Management Information System (HMIS): A database mandated by the U.S. Department  
26 of Housing and Urban Development used to collect participant-level data on the provision of housing and  
27 supportive services to individuals and families at risk of homelessness or experiencing homelessness.

28 12. Housing Navigation is community-based, solution-focused strategy that assist participants with  
29 complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.

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

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

1 15. Intake means the initial meeting between a Participant and CONTRACTOR's staff and includes an  
2 evaluation to determine if the Participant meets program criteria and is willing to seek services.

3 16. Orange County Housing Authority (OCHA) refers to the division with the County of Orange body  
4 of government that administers federally funded programs to provide monthly rental assistance to qualified  
5 tenants in privately owned rental housing. OCHA will be administering the EHV program in coordination with  
6 HCA.

7 17. Outreach means the outreach to potential Participants to link them to appropriate supportive services  
8 and may include activities that involve educating the community about the services offered and requirements for  
9 participation in the programs. Such activities should result in the CONTRACTOR developing their own  
10 Participant referral sources for the programs they offer

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

13 19. Referral means providing the effective linkage of a Consumer to another service, when indicated;  
14 with follow-up to be provided within five (5) working days to assure that the Consumer has made contact with the  
15 referred service.

16 20. Service Planning Areas (SPA): The three geographic areas of Orange County (North, Central, and  
17 South) designated for the purposes of promoting increased coordination and collaboration in the delivery of  
18 programs and solutions that effectively address homelessness. Reference Attachment A for map of the Orange  
19 County SPAs.

20 21. United States Department of Housing and Urban Development (HUD) is a cabinet-level agency that  
21 oversees federal programs designed to help Americans with their housing needs. HUD seeks to increase access to  
22 affordable housing.

23  
24 ~~A. The parties agree to the following terms and definitions, and to those terms and definitions which,~~  
25 ~~for convenience, are set forth elsewhere in the Agreement.~~

26 ~~1. Access Point refers to the point of entry into the Coordinated Entry System for households~~  
27 ~~experiencing homelessness or at risk of homelessness~~

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

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

33 ~~4. Client or Participant means an individual, referred by COUNTY or enrolled in~~  
34 ~~CONTRACTOR's program for services under the Agreement, who are experiencing homelessness.~~

35 ~~5. CES means Coordinated Entry System and refers to the mechanism for allocating available~~  
36 ~~housing units into a systematic resource targeting process designed to implement localized priorities for~~  
37 ~~program participants. The CES covers the geographic area of the County and is regionally focused by~~

1 ~~Service Planning Areas, is easily accessed by individuals and families seeking housing and services, and~~  
2 ~~includes a comprehensive and standardized process used by all service providers in the Orange County~~  
3 ~~System of Care.~~

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

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

13 ~~8. 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 ~~9. Engagement means the process by which a trusting relationship between worker and~~  
18 ~~Participant(s) is established with the goal to link the individual(s) to the appropriate services, including~~  
19 ~~street outreach, emergency shelter and housing programs. Engagement of Participant(s) is the~~  
20 ~~objective of a successful Outreach.~~

21 ~~10. Homeless Management Information System (HMIS): A database mandated by the U.S.~~  
22 ~~Department of Housing and Urban Development used to collect participant level data on the provision~~  
23 ~~of housing and supportive services to individuals and families at risk of homelessness or experiencing~~  
24 ~~homelessness.~~

25 ~~11. Housing Navigation is community based, solution focused strategy that assist participants~~  
26 ~~with complex and frequent occurring issues that prevent them from accessing and maintaining stable~~  
27 ~~housing.~~

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

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

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37 ~~includes an evaluation to determine if the Participant meets program criteria and is willing to seek~~

1 services.

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3 ~~services and may include activities that involve educating the community about the services offered and~~  
4 ~~requirements for participation in the programs. Such activities should result in the CONTRACTOR~~  
5 ~~developing their own Participant referral sources for the programs they offer~~

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

9 ~~17. Referral means providing the effective linkage of a Consumer to another service, when~~  
10 ~~indicated; with follow up to be provided within five (5) working days to assure that the Consumer has~~  
11 ~~made contact with the referred service.~~

12 ~~18. Service Planning Areas (SPA): The three geographic areas of Orange County (North,~~  
13 ~~Central, and South) designated for the purposes of promoting increased coordination and collaboration~~  
14 ~~in the delivery of programs and solutions that effectively address homelessness. Reference Attachment~~  
15 ~~A for map of the Orange County SPAs.~~

16 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
17 Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

18  
19 **II. BUDGET**

20  
21 1. COVID-19 Responsive Homeless Services Budget

	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>	
Indirect Costs	<u>\$47,558</u>
<u>SUBTOTAL ADMINISTRATIVE COSTS</u>	<u>\$47,558</u>
<u>PROGRAM COSTS</u>	
Salaries	<u>\$71,998</u>
Benefits	<u>\$14,402</u>
Services & Supplies	<u>\$403,970</u>
Subcontractors	<u>\$460,800</u>
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$951,170</u>
<u>TOTAL GROSS COSTS</u>	<u>\$998,728</u>

<u>TOTAL REVENUE</u>	<u>\$998,728</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$998,728</u>

2. Emergency Housing Voucher Housing Locator Services Budget

	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
Services and Supplies	\$356,522.42	\$0.00	\$356,522.42
Indirect	\$121,723.19	\$50,698	\$172,421.19
<u>SUBTOTAL ADMINISTRATION COSTS</u>	<u>\$478,245.61</u>	<u>\$50,698</u>	<u>\$528,943.61</u>
<u>PROGRAM COSTS</u>			
Salaries and Benefits	\$147,177.86	\$20,999	\$168,176.86
Services and Supplies	\$302,136.92	\$383,307	\$685,443.92
Subcontractors	\$411,394.68	\$122,958	\$534,352.68
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$860,709.46</u>	<u>\$527,264</u>	<u>\$1,387,973.46</u>
<u>TOTAL GROSS COSTS</u>	<u>\$1,338,955.07</u>	<u>\$577,962</u>	<u>\$1,916,917.07</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$1,338,955.07</u>	<u>\$577,962</u>	<u>\$1,916,917.07</u>

	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
Services and Supplies	\$371,989.25	\$0.00	\$371,989.25
Indirect	\$115,580	\$50,698	\$166,278
<u>SUBTOTAL ADMINISTRATION COSTS</u>	<u>\$487,569.87</u>	<u>\$50,698</u>	<u>\$538,267.25</u>
<u>PROGRAM COSTS</u>			
Salaries and Benefits	\$147,560.74	\$20,999	\$168,559.74
Services and Supplies	\$279,402.62	\$383,307	\$662,709.62
Subcontractors	\$385,466.77	\$102,678	\$488,144.77
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$812,430.13</u>	<u>\$506,984</u>	<u>\$1,319,414.13</u>
<u>TOTAL GROSS COSTS</u>	<u>\$1,300,000</u>	<u>\$557,682</u>	<u>\$1,857,682</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$1,300,000</u>	<u>\$557,682</u>	<u>\$1,857,682</u>

	<u>PERIOD 2</u>
<u>ADMINISTRATIVE COSTS</u>	
Services and Supplies	\$356,000.00



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—Indirect	<u>\$352,025.00</u>
SUBTOTAL ADMINISTRATION COSTS	\$708,025.00
PROGRAM COSTS	
—Salaries and Benefits	\$264,522.00
—Services and Supplies	\$3,310,050.00
—Subcontractors	<u>\$456,583.00</u>
SUBTOTAL PROGRAM COSTS	\$4,031,155.00
TOTAL GROSS COSTS	\$4,739,180.00
TOTAL MAXIMUM OBLIGATION	\$4,739,180.00

~~2. Emergency Housing Voucher Housing Locator Services Budget~~

	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
—Services and Supplies	\$356,000.00	\$0	\$356,000.00
—Indirect	<u>—\$352,025.00</u>	<u>\$31,326.00</u>	<u>\$383,351.00</u>
SUBTOTAL ADMINISTRATION COSTS	—\$708,025.00	\$31,326.00	\$739,351.00
PROGRAM COSTS			
—Salaries and Benefits	\$721,105.00	\$194,760.00	\$915,865.00
—Services and Supplies	<u>\$3,310,050.00</u>	<u>\$118,500.00</u>	<u>\$3,428,550.00</u>
SUBTOTAL PROGRAM COSTS	—\$4,031,155.00	\$313,260.00	\$4,344,415.00
TOTAL GROSS COSTS	\$4,739,180.00	\$344,586.00	\$5,083,766.00
TOTAL MAXIMUM OBLIGATION	\$4,739,180.00	\$344,586.00	\$5,083,766.00

~~A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement 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. COVID-19 Responsive Homeless Services Budget~~

	<u>TOTAL</u>
ADMINISTRATIVE COSTS	
—Indirect Costs	<u>\$47,558</u>
SUBTOTAL ADMINISTRATIVE COSTS	\$47,558
PROGRAM COSTS	

1	—Salaries	\$71,998
2	—Benefits	\$14,402
3	—Services & Supplies	\$403,970
4	—Subcontractors	\$460,800
5	SUBTOTAL PROGRAM COSTS	\$951,170
6		
7	TOTAL GROSS COSTS	\$998,728
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9	TOTAL REVENUE	\$998,728
10	TOTAL MAXIMUM	
11	OBLIGATION	\$998,728

2.—Emergency Housing Voucher Housing Locator Services Budget

	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>	
15				
16	<u>ADMINISTRATIVE COSTS</u>			
17	—Indirect	\$430,835.00	\$31,326.00	\$462,161.00
18	SUBTOTAL ADMINISTRATION COSTS	\$430,835.00	\$31,326.00	\$462,161.00
19				
20	<u>PROGRAM COSTS</u>			
21	—Salaries and Benefits	\$998,295.00	\$194,760.00	\$1,193,055.00
22	—Services and Supplies	\$3,310,050.00	\$118,500.00	\$3,428,550.00
23	SUBTOTAL PROGRAM COSTS	\$4,308,345.00	\$313,260.00	\$4,621,605.00
24	TOTAL GROSS COSTS	\$4,739,180.00	\$344,586.00	\$5,083,766.00
25	TOTAL MAXIMUM OBLIGATION	\$4,739,180.00	\$344,586.00	\$5,083,766.00

**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

1 ~~which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between~~  
2 ~~programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.~~

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

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7 ~~A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this~~  
8 ~~Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only~~  
9 ~~and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.~~

	<u>TOTAL</u>
ADMINISTRATIVE COSTS	
Indirect Costs	\$47,558
SUBTOTAL	\$47,558
ADMINISTRATIVE COSTS	
PROGRAM COSTS	
-Salaries	\$71,998
—Benefits	\$14,402
—Services & Supplies	\$403,970
—Subcontractors	\$460,800
SUBTOTAL PROGRAM	
COSTS	\$951,170
TOTAL GROSS COSTS	\$998,728
TOTAL REVENUE	\$998,728
TOTAL MAXIMUM	
OBLIGATION	\$998,728

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28 ~~B. BUDGET/STAFFING MODIFICATIONS — CONTRACTOR may request to shift funds~~  
29 ~~between budgeted line items, for the purpose of meeting specific program needs or for providing~~  
30 ~~continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by~~  
31 ~~ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification~~  
32 ~~Request to ADMINISTRATOR for consideration, in advance, which shall include a justification~~  
33 ~~narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining~~  
34 ~~annual impact of the shift as may be applicable to the current contract period and/or future contract~~  
35 ~~periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s)~~  
36 ~~from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to~~  
37 ~~obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification~~

1 ~~Request(s) may result in disallowance of those costs.~~

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

7 ~~— D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~  
8 ~~Budget Paragraph of this Exhibit A to the Agreement.~~

9  
10 **III. PAYMENTS**

11 A. For COVID-19 Responsive Homeless Services, COUNTY shall pay CONTRACTOR monthly, in arrears, at  
12 the provisional amount of \$38,412 for Period One, for the first month of services. For Emergency Housing  
13 Vouchers Housing Locator Services, COUNTY shall pay CONTRACTOR an advanced payment for program  
14 startup in the amount of \$789,864, estimated at two months of costs to operate the program. All payments are  
15 interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the  
16 Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;  
17 provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the  
18 Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR’s costs are  
19 reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion,  
20 pay supplemental invoices for any month for which the provisional amount specified above has not been fully  
21 paid.

22 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue  
23 Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use  
24 the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs  
25 A.2. and A.3., below.

26 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional  
27 amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY  
28 payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional  
29 amount payments to CONTRACTOR’s and the year-to-date actual cost incurred by CONTRACTOR.

30 3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional  
31 amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an  
32 increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference  
33 between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost  
34 incurred by CONTRACTOR.

35 B. CONTRACTOR’s invoicing shall be on a form approved or supplied by ADMINISTRATOR and  
36 provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) day of  
37 each month. Invoices received after the due date may not be paid within the same month. Payments to

1 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the  
2 correctly completed invoice.

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

6 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any  
7 provision of the Agreement.

8 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or  
9 termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed  
10 upon in a subsequent Agreement.

11 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments  
12 Paragraph of this Exhibit A to the Agreement.

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14  
15 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$38,412 for~~  
16 ~~Period One, for the first month of services. All payments are interim payments only, and subject to Final~~  
17 ~~Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR~~  
18 ~~shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total~~  
19 ~~of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract~~  
20 ~~Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant~~  
21 ~~to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay~~  
22 ~~supplemental invoices for any month for which the provisional amount specified above has not been~~  
23 ~~fully paid.~~

24 ~~1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and~~  
25 ~~Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.~~  
26 ~~ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to~~  
27 ~~CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.~~

28 ~~2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the~~  
29 ~~provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may~~  
30 ~~reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the~~  
31 ~~year to date provisional amount payments to CONTRACTOR's and the year to date actual cost~~  
32 ~~incurred by CONTRACTOR.~~

33 ~~3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the~~  
34 ~~provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR~~  
35 ~~may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to~~  
36 ~~exceed the difference between the year to date provisional amount payments to CONTRACTOR and~~  
37 ~~the year to date actual cost incurred by CONTRACTOR.~~

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

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

~~D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.~~

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

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

**IV. REPORTS**

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

B. FISCAL

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

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by

1 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an  
2 extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar  
3 days.

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

9 E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by  
10 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the duties and purposes contained in  
11 the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days’ notice  
12 if such additional reports are required, and shall explain any procedures for reporting the required information.

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

18 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports  
19 Paragraph of this Exhibit A to the Agreement.

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,~~  
25 ~~ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described~~  
26 ~~in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by~~  
27 ~~ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being~~  
28 ~~reported. CONTRACTOR must request in writing any extensions to the due date of the monthly~~  
29 ~~required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed~~  
30 ~~more than five (5) calendar days.~~

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

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

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

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

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

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

**V. COVID-19 RESPONSIVE HOMELESS SERVICES**

**A. SCOPE OF SERVICES**

**1. Overview**

**a. The COUNTY in coordination and collaboration with the Orange County CoC issued a Request For Proposals to identify COVID-19 Responsive Homeless Service Programs that can be operationalized quickly in order to respond to the emergent needs of the community due to COVID-19. Additionally, the COUNTY is implementing the selected COVID-19 Responsive Homeless Service Programs in a manner to increase equitable service access across Orange County regardless of where a**



1 person is experiencing homelessness.

2 b. The purpose of this Contract is for the CONTRACTOR to provide COVID-19  
3 Responsive Homeless Services in the South SPA in support of the COUNTY's implementation of  
4 COVID-19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in  
5 the program description and will be responsible for administering program funded with Homeless  
6 Housing, Assistance and Prevention (HHAP) funds, as described as follows, in a manner satisfactory to  
7 the COUNTY and consistent with any standards required as a condition of providing HHAP funds,  
8 including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and  
9 HSC § 50221(a)(1-4).

10 2. Program Description Summary

11 a. The COVID-19 Responsive Homeless Service Program will provide the  
12 Welcome Home OC landlord incentive program for households experiencing homelessness in the South  
13 SPA in Orange County who have been issued a housing choice voucher but are struggling to become  
14 safely and stably housed during the COVID-19 pandemic. The PROGRAM will focus on assisting  
15 eligible households with securing long-term stable housing along with case management services aimed  
16 at promoting housing stability. The Welcome Home OC (Program) engages property owners to increase  
17 the availability of rental units for federal housing choice voucher holders, thereby reducing the time  
18 involved searching for housing by Participants.

19 b. The COVID-19 Responsive Homeless Service Program will include the following  
20 services at minimum:

21 i. Property owner network to ensure private market units that meet the Fair  
22 Market Rate (FMR) are available to Participants with federal housing choice vouchers.

23 ii. Housing navigation for Participants provided by CONTRACTOR staff  
24 and subcontractors of the Program

25 iii. Housing stabilization services through 12-months of housing-focused case  
26 management provided by subcontractors of the Program.

27 c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and  
28 consistent with HHAP requirements shall provide COVID-19 Responsive Homeless Services to  
29 Participants experiencing homelessness in the South SPA Orange County for the period of time that  
30 Orange County is in emergency response to COVID-19.

31 3. Use of Funds

32 a. Funds shall be used to provide contracted services and operations of the  
33 PROGRAM, such as one-time costs related to rental unit costs, such as but not limited to application  
34 fees, security deposits, moving costs, unit holding fees, property owner bonuses, and furnishings; in  
35 addition to program marketing and development and mitigation funds. The PROGRAM and eligible  
36 costs have been informed by best practices frameworks focused on moving individuals into permanent  
37 housing as quickly as possible and ensuring those individuals maintain their permanent housing.

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

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

10 4. Reporting

11 a. Contractor is required to submit reporting on a monthly basis in a form acceptable  
12 to the County. The reporting shall support the County in evaluating the Contractor's performance as it  
13 relates to participant data, program linkages and units of services. Contractor will be required to utilize  
14 the HMIS or comparable database to comply with HUD's and State's data collection, management, and  
15 reporting standards and used to collect client-level data and data on the provision of housing and  
16 services to Participants served.

17 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

18 1. The CONTRACTOR is to receive Participant referrals from the CES and, if applicable,  
19 coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing  
20 Authorities for people who are experiencing homelessness in the South SPA who completed the CES  
21 Assessment, provided needed verifications, and have been issued a federal housing choice voucher. A  
22 priority will be given to Participants who have engaged in the County's COVID-19 Homelessness  
23 Responsive Homeless Services, which includes Project Roomkey, Project Toolbelt, and Alternative  
24 Shelter Placements.

25 2. The CONTRACTOR is to confirm eligibility and review of supporting forms for  
26 Participants to ensure they meet the eligible criteria as established by HUD and State.

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

30 a. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular,  
31 and adequate nighttime residence, meaning:

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

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

37 iii. Is exiting an institution where (s)he has resided for 90 days or less and who

1 resided in an emergency shelter or place not meant for human habitation immediately before entering  
2 that institution.

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

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

10 ii. Has no other residence; and

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

13 C. DESCRIPTION OF SERVICES

14 1. Essential Requirements – CONTRACTOR shall:

15 a. Maintain regularly scheduled service hours, Monday through Friday, in accordance  
16 with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR and/or  
17 subcontractors will be required to operate extended hours at least two (2) evenings or days per week and  
18 provide weekend activities to accommodate Participant needs. Any change or deviation from this  
19 schedule must have prior approval from COUNTY.

20 b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule,  
21 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

22 c. Operate the PROGRAM to include flexibilities to respond to eligible Participants  
23 outside of typical operation hours, if needed related to conflicts with employment or other appropriate  
24 factors.

25 d. The administrative offices of Orange County United Way are located at 18012  
26 Mitchell South, Irvine, California, 92614.

27 e. Have a 24-hour contact available to PROGRAM staff for emergency purposes  
28 and communication policies and procedures in place to notify the COUNTY as appropriate.

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

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

34 h. Provide regional coordination for the PROGRAM for Participants at-risk of  
35 homelessness in Orange County.

36 2. Administrative Management Tasks – CONTRACTOR shall:

37 a. Work in partnership with the COUNTY to deliver the services as outlined in the

1 PROGRAM by being responsive to the needs of the household eligible for services.

2 b. Submit policies and procedures for the operations of the PROGRAM, as  
3 requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff  
4 coordination.

5 c. Track PROGRAM costs and ensure eligibility for payment within the funding  
6 requirements.

7 d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

8 e. Coordinate with COUNTY agencies to provide appropriate supportive services to  
9 program Participants including but not limited to Health Care Agency (HCA), Social Services Agency  
10 (SSA), and OC Community Resources (OCCR).

11 f. Coordinate with COUNTY agencies, the Orange County CoC and community-  
12 based organizations on administrative functions such as COVID-19 Responsive Homeless Service  
13 Program operations meetings, as necessary and appropriate. This should incorporate technology  
14 solutions such as teleconferencing and videoconferencing as precautionary measures to limit the  
15 community spread and exposure to COVID-19.

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

19 3. COVID-19 Responsive Homeless Services Operations – The CONTRACTOR will be  
20 responsible for the provision of COVID-19 Responsive Homeless Services to eligible Participants and  
21 who does not have incomes higher than HUD’s Low-Income Limit for the Area. COVID-19 Responsive  
22 Homeless Service costs must be eligible and necessary to help the Participant move as quickly as  
23 possible into permanent housing and achieve stability within that housing. The CONTRACTOR shall

24 a. Intake and Assessment Process:

25 i. Establish a referral process incorporating CES that identifies Participant  
26 households with federal housing choice vouchers and connects them to the COVID-19 Responsive  
27 Homeless Services being operated by the CONTRACTOR.

28 ii. Conduct an initial evaluation to determine each households’ eligibility,  
29 housing preference and types of assistance needed to regain stability in permanent housing.

30 b. Property Owner Network:

31 i. Engage with property owners and landlords to increase the availability of  
32 rental units for Participants with federal housing choice vouchers, thereby reducing the time involved in  
33 the search for housing by Participants.

34 ii. Fostering relationships and identifying partnership opportunities with the  
35 Apartment Association of Orange County, the California Apartment Association, individual property  
36 owners, legal experts, and non-profit service providers to expand the network of engaged Property  
37 Owners supporting the PROGRAM.

1 iii. CONTRACTOR will match Participants with available rental units that best  
2 meets the Participant’s preferences and requirements in housing units.

3 c. Housing Navigation

4 i. Assist participants in locating, obtaining, and retaining suitable permanent  
5 housing within the available portfolio of units identified by the PROGRAM through the Property Owner  
6 Network. This includes completing applications for available rental units and providing an overview of  
7 rental units, leases and requirements.

8 ii. Supporting Participants in completing and/or providing documentation for  
9 entry into lease or rental agreements with each property owner identified by the CONTRACTOR under  
10 this PROGRAM.

11 iii. Financial assistance cost may be used to pay property owners bonuses, unit  
12 holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, furnishings,  
13 mitigation fees, and other third parties for rental assistance, rental application fees, and more, in  
14 alignment with the PROGRAM.

15 iv. Assist participant with making moving arrangements, including obtaining  
16 utilities, transferring belongings from storage units, obtaining needed furnishings and home goods and  
17 supplies.

18 d. Housing Stabilization

19 i. Provide case management utilizing a ratio of one case manager to a  
20 maximum of 25 participants.

21 ii. Provide case management to participants at least two times per month to  
22 ensure long-term housing stability for twelve months.

23 iii. Establish a housing stabilization plan, which is unique to each Participant  
24 needs and determines the level of case management and supportive services received.

25 iv. Assist Participants with counseling, including owner-tenant mediation, legal  
26 services, credit repair and housing counseling.

27 v. Assist Participants with developing, securing and coordinating services to  
28 obtain Federal, State and local mainstream supportive benefits.

29 vi. Assist Participants in developing a budget to understand what resources are  
30 needed to maintain housing stability.

31 vii. Provide information and referrals to other providers as needed, and follow-up  
32 with client on referrals and linkages related to physical health and behavioral health services.

33 viii. CONTRACTOR will work with Participant to make a reasonable effort to  
34 relocate to another rental unit, if housing stability is in jeopardy. The PROGRAM will cover additional  
35 costs related to housing relocation services and/or subsequent rental holding fees and rental deposit fees  
36 with the funding included in this CONTRACT. The primary goal of the PROGRAM will be to ensure  
37 Participants retain federal housing choice voucher and do not return to homelessness.

1 D. PERFORMANCE MEASURES AND MONITORING

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

3 a. CONTRACTOR will assist a minimum of 40 eligible Participant Households,  
4 equivalent to approximately 64 persons, by providing COVID-19 Responsive Homeless Services. As  
5 some Participant Households will not have needs for the maximum assistance to secure permanent  
6 housing and achieve housing stability, the total number of households served may increase.

7 b. The Participants will secure housing within 45 days or less of being enrolled in the  
8 Program.

9 c. The Participants that move into permanent housing utilizing the federal housing  
10 choice vouchers will have a housing stability plan within two weeks (14 days) of moving into housing.

11 d. Of participants that exit the program during the reporting period, 95% of  
12 participants exit to a permanent housing destination.

13 c. Of participants that exit the program during the reporting period, 20% of  
14 participants will have a higher income than at program entry.

15 d. Of participants who exit to a permanent destination, 95% will maintain permanent  
16 housing for more than six (6) months from the date of their program exit.

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

20 a. Review of client file documentation

21 b. Review of eligible activity and cost requirements established by HHAP Program  
22 guidelines

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

25 d. HMIS data entry completion

26 e. Interviews with program staff

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

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

36 E. REPORTING REQUIREMENTS

37 1. CONTRACTOR is required to submit reporting on a monthly basis in a form acceptable

1 to the COUNTY. Monthly reports will be due by the twentieth (20) day of the following month of  
2 services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY  
3 in evaluating the CONTRACTOR's performance as it relates to Participant data, program linkages and  
4 units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection,  
5 management, and reporting standards and used to collect participant-level data

6 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the  
7 following:

- 8 a. Total number of eligible households that receive assistance;
- 9 b. Composition of the households – demographics, size and type;
- 10 c. Number of unduplicated individuals served;
- 11 d. Caseload movement;
- 12 e. Financial assistance expenditures by type;
- 13 f. Average amount of funding provided per household;
- 14 g. Length of assistance, including average number of monthly rental and utility  
15 deposit payments that each household receive; and
- 16 h. Number of Participants exits and exit types.

17 **F. FILE MAINTENANCE AND DOCUMENTATION**

18 1. CONTRACTOR shall prepare all applicable files and perform all administrative  
19 management tasks, as indicated in the CONTRACT.

20 2. CONTRACTOR shall maintain all records required by the federal regulations specified  
21 in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded  
22 under this CONTRACT.

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

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

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

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

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

1 ~~\_\_\_\_\_ a. The COUNTY in coordination and collaboration with the Orange County CoC issued a Request~~  
2 ~~For Proposals to identify COVID-19 Responsive Homeless Service Programs that can be operationalized quickly~~  
3 ~~in order to respond to the emergent needs of the community due to COVID-19. Additionally, the COUNTY is~~  
4 ~~implementing the selected COVID-19 Responsive Homeless Service Programs in a manner to increase equitable~~  
5 ~~service access across Orange County regardless of where a person is experiencing homelessness.~~

6 ~~\_\_\_\_\_ b. The purpose of this Contract is for the CONTRACTOR to provide COVID-19 Responsive~~  
7 ~~Homeless Services in the South SPA in support of the COUNTY's implementation of COVID-19 Homelessness~~  
8 ~~Response System. The CONTRACTOR shall perform all services set forth in the program description and will be~~  
9 ~~responsible for administering program funded with Homeless Housing, Assistance and Prevention (HHAP) funds,~~  
10 ~~as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a~~  
11 ~~condition of providing HHAP funds, including but not limited to Health and Safety Code (HSC) § 50216(a-q),~~  
12 ~~HSC § 50219(c)(1-8), and HSC § 50221(a)(1-4).~~

13 ~~\_\_\_\_\_ 2. Program Description Summary~~

14 ~~\_\_\_\_\_ a. The COVID-19 Responsive Homeless Service Program will provide the Welcome Home OC~~  
15 ~~landlord incentive program for households experiencing homelessness in the South SPA in Orange County who~~  
16 ~~have been issued a housing choice voucher but are struggling to become safely and stably housed during the~~  
17 ~~COVID-19 pandemic. The PROGRAM will focus on assisting eligible households with securing long-term stable~~  
18 ~~housing along with case management services aimed at promoting housing stability. The Welcome Home OC~~  
19 ~~(Program) engages property owners to increase the availability of rental units for federal housing choice voucher~~  
20 ~~holders, thereby reducing the time involved searching for housing by Participants.~~

21 ~~\_\_\_\_\_ b. The COVID-19 Responsive Homeless Service Program will include the following services at~~  
22 ~~minimum:~~

23 ~~\_\_\_\_\_ i. Property owner network to ensure private market units that meet the Fair Market Rate~~  
24 ~~(FMR) are available to Participants with federal housing choice vouchers.~~

25 ~~\_\_\_\_\_ ii. Housing navigation for Participants provided by CONTRACTOR staff and subcontractors~~  
26 ~~of the Program~~

27 ~~\_\_\_\_\_ iii. Housing stabilization services through 12-months of housing-focused case management~~  
28 ~~provided by subcontractors of the Program.~~

29 ~~\_\_\_\_\_ c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and consistent~~  
30 ~~with HHAP requirements shall provide COVID-19 Responsive Homeless Services to Participants experiencing~~  
31 ~~homelessness in the South SPA Orange County for the period of time that Orange County is in emergency~~  
32 ~~response to COVID-19.~~

33 ~~\_\_\_\_\_ 3. Use of Funds~~

34 ~~\_\_\_\_\_ a. Funds shall be used to provide contracted services and operations of the PROGRAM, such as~~  
35 ~~one-time costs related to rental unit costs, such as but not limited to application fees, security deposits, moving~~  
36 ~~costs, unit holding fees, property owner bonuses, and furnishings; in addition to program marketing and~~  
37 ~~development and mitigation funds. The PROGRAM and eligible costs have been informed by best practices~~



1 ~~frameworks focused on moving individuals into permanent housing as quickly as possible and ensuring those~~  
2 ~~individuals maintain their permanent housing.~~

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

8 ~~\_\_\_\_\_ c. The PROGRAM will also promote connections to service providers, increased housing stability~~  
9 ~~and increased access to benefits and employment resources as needed. Services and operations shall be low-~~  
10 ~~barrier and promote an engagement rich environment in which Participants make connections to supportive~~  
11 ~~services and stable housing.~~

12 ~~\_\_\_\_\_ 4. Reporting~~

13 ~~\_\_\_\_\_ a. Contractor is required to submit reporting on a monthly basis in a form acceptable to the~~  
14 ~~County. The reporting shall support the County in evaluating the Contractor's performance as it related to~~  
15 ~~participant data, program linkages and units of services. Contractor will be required to utilize the HMIS or~~  
16 ~~comparable database to comply with HUD's and State's data collection, management, and reporting standards~~  
17 ~~and used to collect client level data and data on the provision of housing and services to Participants served.~~

18 ~~\_\_\_\_\_ B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS~~

19 ~~\_\_\_\_\_ 1. The CONTRACTOR is to receive Participant referrals from the CES and, if applicable, coordinate~~  
20 ~~with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing Authorities for people who are~~  
21 ~~experiencing homelessness in the South SPA who completed the CES Assessment, provided needed verifications,~~  
22 ~~and have been issued a federal housing choice voucher. A priority will be given to Participants who have~~  
23 ~~engaged in the County's COVID-19 Homelessness Responsive Homeless Services, which includes Project~~  
24 ~~Roomkey, Project Toolbelt, and Alternative Shelter Placements.~~

25 ~~\_\_\_\_\_ 2. The CONTRACTOR is to confirm eligibility and review of supporting forms for Participants to~~  
26 ~~ensure they meet the eligible criteria as established by HUD and State.~~

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

30 ~~\_\_\_\_\_ a. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular, and adequate~~  
31 ~~nighttime residence, meaning:~~

32 ~~\_\_\_\_\_ i. Has a primary nighttime residence that is a public or private place not meant for human~~  
33 ~~habitation;~~

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

37 ~~\_\_\_\_\_ iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an~~

1 ~~emergency shelter or place not meant for human habitation immediately before entering that institution.~~

2 ~~\_\_\_\_\_ b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or family who:~~

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

7 ~~\_\_\_\_\_ ii. Has no other residence; and~~

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

10 ~~\_\_\_\_\_ C. DESCRIPTION OF SERVICES~~

11 ~~\_\_\_\_\_ 1. Essential Requirements CONTRACTOR shall:~~

12 ~~\_\_\_\_\_ a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with~~  
13 ~~COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR and/or subcontractors~~  
14 ~~will be required to operate extended hours at least two (2) evenings or days per week and provide weekend~~  
15 ~~activities to accommodate Participant needs. Any change or deviation from this schedule must have prior~~  
16 ~~approval from COUNTY.~~

17 ~~\_\_\_\_\_ b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise~~  
18 ~~approved, in advance and in writing, by ADMINISTRATOR.~~

19 ~~\_\_\_\_\_ c. Operate the PROGRAM to include flexibilities to respond to eligible Participants outside of~~  
20 ~~typical operation hours, if needed related to conflicts with employment or other appropriate factors.~~

21 ~~\_\_\_\_\_ d. The administrative offices of Orange County United Way are located at 18012 Mitchel South,~~  
22 ~~Irvine, California, 92614.~~

23 ~~\_\_\_\_\_ e. Have a 24-hour contact available to PROGRAM staff for emergency purposes and~~  
24 ~~communication policies and procedures in place to notify the COUNTY as appropriate.~~

25 ~~\_\_\_\_\_ f. Have a 24-hour contact available to COUNTY for emergency purposes and to coordinate~~  
26 ~~response as appropriate.~~

27 ~~\_\_\_\_\_ g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract~~  
28 ~~complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain~~  
29 ~~Applicant information and PII private, confidential, secure, etc.~~

30 ~~\_\_\_\_\_ h. Provide regional coordination for the PROGRAM for Participants at risk of homelessness in~~  
31 ~~Orange County.~~

32 ~~\_\_\_\_\_ 2. Administrative Management Tasks CONTRACTOR shall:~~

33 ~~\_\_\_\_\_ a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM~~  
34 ~~by being responsive to the needs of the household eligible for services.~~

35 ~~\_\_\_\_\_ b. Submit policies and procedures for the operations of the PROGRAM, as requested by the~~  
36 ~~COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.~~

37 ~~\_\_\_\_\_ c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.~~

~~1 d. Operate, maintain, coordinate and staff the resources of the PROGRAM.~~

~~2 e. Coordinate with COUNTY agencies to provide appropriate supportive services to program  
3 Participants including but not limited to Count Executive Office (CEO)Health Care Agency (HCA), Social  
4 Services Agency (SSA), and OC Community Resources (OCCR).~~

~~5 f. Coordinate with COUNTY agencies, the Orange County CoC and community based  
6 organizations on administrative functions such as COVID-19 Responsive Homeless Service Program operations  
7 meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing  
8 and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.~~

~~9 g. Enter PROGRAM data into HMIS or comparable database and adhere to all implementation  
10 guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as  
11 applicable.~~

~~12 3. COVID-19 Responsive Homeless Services Operations The CONTRACTOR will be responsible  
13 for the provision of COVID-19 Responsive Homeless Services to eligible Participants and who does not have  
14 incomes higher than HUD's Low Income Limit for the Area. COVID-19 Responsive Homeless Service costs must  
15 be eligible and necessary to help the Participant move as quickly as possible into permanent housing and achieve  
16 stability within that housing. The CONTRACTOR shall~~

~~17 a. Intake and Assessment Process:~~

~~18 i. Establish a referral process incorporating CES that identifies Participant households with  
19 federal housing choice vouchers and connects them to the COVID-19 Responsive Homeless Services being  
20 operated by the CONTRACTOR.~~

~~21 ii. Conduct an initial evaluation to determine each households' eligibility, housing preference  
22 and types of assistance needed to regain stability in permanent housing.~~

~~23 b. Property Owner Network:~~

~~24 i. Engage with property owners and landlords to increase the availability of rental units for  
25 Participants with federal housing choice vouchers, thereby reducing the time involved in the search for housing  
26 by Participants.~~

~~27 ii. Fostering relationships and identifying partnership opportunities with the Apartment  
28 Association of Orange County, the California Apartment Association, individual property owners, legal experts,  
29 and non-profit service providers to expand the network of engaged Property Owners supporting the PROGRAM.~~

~~30 iii. CONTRACTOR will match Participants with available rental units that best meets the  
31 Participant's preferences and requirements in housing units.~~

~~32 c. Housing Navigation~~

~~33 i. Assist participant in locating, obtaining, and retaining suitable permanent housing within  
34 the available portfolio of units identified by the PROGRAM through the Property Owner Network. This includes  
35 completing applications for available rental units and providing an overview of rental units, leases and  
36 requirements.~~

~~37 ii. Supporting Participants in completing and/or providing documentation for entry into lease~~

1 ~~or rental agreements with each property owner identified by the CONTRACTOR under this PROGRAM.~~

2 ~~\_\_\_\_\_ iii. Financial assistance cost may be used to pay property owners bonuses, unit holding fees,~~  
3 ~~rental and utility deposits, moving costs, renters insurance, relocation fees, furnishings, mitigation fees, and other~~  
4 ~~third parties for rental assistance, rental application fees, and more, in alignment with the PROGRAM.~~

5 ~~\_\_\_\_\_ iv. Assist participant with making moving arrangements, including obtaining utilities,~~  
6 ~~transferring belongings from storage units, obtaining needed furnishings and home goods and supplies.~~

7 ~~\_\_\_\_\_ d. Housing Stabilization~~

8 ~~\_\_\_\_\_ i. Provide case management utilizing a ratio of one case manager to a maximum of 25~~  
9 ~~participants.~~

10 ~~\_\_\_\_\_ ii. Provide case management to participants at least two times per month to ensure long term~~  
11 ~~housing stability for twelve months.~~

12 ~~\_\_\_\_\_ iii. Establish a housing stabilization plan, which is unique to each Participant needs and~~  
13 ~~determines the level of case management and supportive services received.~~

14 ~~\_\_\_\_\_ iv. Assist Participants with counseling, including owner tenant mediation, legal services,~~  
15 ~~credit repair and housing counseling.~~

16 ~~\_\_\_\_\_ v. Assist Participants with developing, securing and coordinating services to obtain Federal,~~  
17 ~~State and local mainstream supportive benefits.~~

18 ~~\_\_\_\_\_ vi. Assist Participants in developing a budget to understand what resources are needed to~~  
19 ~~maintain housing stability.~~

20 ~~\_\_\_\_\_ vii. Provide information and referrals to other providers as needed, and follow up with client~~  
21 ~~on referrals and linkages related to physical health and behavioral health services.~~

22 ~~\_\_\_\_\_ viii. CONTRACTOR will work with Participant to make a reasonable effort to re-locate to~~  
23 ~~another rental unit, if housing stability is in jeopardy. The PROGRAM will cover additional costs related to~~  
24 ~~housing relocation services and/or subsequent rental holding fees and rental deposit fees with the funding~~  
25 ~~included in this CONTRACT. The primary goal of the PROGRAM will be to ensure Participants retain federal~~  
26 ~~housing choice voucher and do not return to homelessness.~~

27 ~~\_\_\_\_\_ D. PERFORMANCE MEASURES AND MONITORING~~

28 ~~\_\_\_\_\_ 1. The following performance measures will be a requirement of this Contract.~~

29 ~~\_\_\_\_\_ a. CONTRACTOR will assist a minimum of 40 eligible Participant Households, equivalent to~~  
30 ~~approximately 64 persons, by providing COVID-19 Responsive Homeless Services. As some Participant~~  
31 ~~Households will not have needs for the maximum assistance to secure permanent housing and achieve housing~~  
32 ~~stability, the total number of households served may increase.~~

33 ~~\_\_\_\_\_ b. The Participants will secure housing within 45 days or less of being enrolled in the Program.~~

34 ~~\_\_\_\_\_ c. The Participants that move into permanent housing utilizing the federal housing choice~~  
35 ~~vouchers will have a housing stability plan within two weeks (14 days) of moving into housing.~~

36 ~~\_\_\_\_\_ d. Of participants that exit the program during the reporting period, 95% of participants exit to a~~  
37 ~~permanent housing destination.~~

~~1 c. Of participants that exit the program during the reporting period, 20% of participants will have  
2 a higher income than at program entry.~~

~~3 d. Of participants who exit to a permanent destination, 95% will maintain permanent housing for  
4 more than six (6) months from the date of their program exit.~~

~~5 2. COUNTY in coordination with the CONTRACTOR will conduct on site or virtual visits or desk  
6 monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may  
7 include, but are not limited to:~~

~~8 a. Review of client file documentation~~

~~9 b. Review of eligible activity and cost requirements established by HHAP Program guidelines~~

~~10 c. Review of policies and procedures and consistent adherence to PROGRAM practices~~

~~11 d. HMIS data entry completion~~

~~12 e. Interviews with program staff~~

~~13 3. The County shall monitor the performance of Contractor against the goals, outcomes, milestones  
14 and performance standards required herein including the Standards of Care. Substandard performance, as  
15 determined by County, will constitute non-compliance with this Contract for which County may immediately  
16 terminate the Contract. If action to correct such substandard performance is not taken by Operator within the time  
17 period specified by County, payment(s) will be denied in accordance with the provisions contained in the  
18 Contract.~~

~~19 4. County shall periodically evaluate Operator's progress in complying with the terms of this Contract.  
20 Operator shall cooperate fully during such monitoring. County shall report the findings of each monitoring to  
21 Operator.~~

~~22 E. REPORTING REQUIREMENTS~~

~~23 1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to the  
24 COUNTY. Monthly reports will be due by the fifteenth (15) day of the following month of services rendered,  
25 unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the  
26 CONTRACTOR's performance as it related to Participant data, program linkages and units of services.  
27 CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and reporting  
28 standards and used to collect participant level data~~

~~29 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the following:~~

~~30 a. Total number of eligible households that receive assistance;~~

~~31 b. Composition of the households — demographics, size and type;~~

~~32 c. Number of unduplicated individuals served;~~

~~33 d. Caseload movement;~~

~~34 e. Financial assistance expenditures by type;~~

~~35 f. Average amount of funding provided per household;~~

~~36 g. Length of assistance, including average number of monthly rental and utility deposit payments  
37 that each household receive; and~~

~~h. Number of Participants exits and exit types.~~

~~F. FILE MAINTENANCE AND DOCUMENTATION~~

~~1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.~~

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

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

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

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

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

~~7. Retention: Operator 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.~~

~~A. SCOPE OF SERVICES~~

~~1. Overview~~

~~a. The COUNTY in coordination and collaboration with the Orange County CoC issued a Request For Proposals to identify COVID-19 Responsive Homeless Service Programs that can be operationalized quickly in order to respond to the emergent needs of the community due to COVID-19. Additionally, the COUNTY is implementing the selected COVID-19 Responsive Homeless Service Programs in a manner to increase equitable service access across Orange County regardless of where a person is experiencing homelessness.~~

~~b. The purpose of this Contract is for the CONTRACTOR to provide COVID-19 Responsive Homeless Services in the South SPA in support of the COUNTY's implementation of COVID-19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in the program description and will be responsible for administering program funded with Homeless Housing, Assistance and Prevention (HHAP) funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(e)(1-8), and HSC § 50221(a)(1-4).~~

~~2. Program Description Summary~~

~~a. The COVID-19 Responsive Homeless Service Program will provide the Welcome~~

1 ~~Home OC landlord incentive program for households experiencing homelessness in the South SPA in~~  
2 ~~Orange County who have been issued a housing choice voucher but are struggling to become safely and~~  
3 ~~stably housed during the COVID-19 pandemic. The PROGRAM will focus on assisting eligible~~  
4 ~~households with securing long term stable housing along with case management services aimed at~~  
5 ~~promoting housing stability. The Welcome Home OC (Program) engages property owners to increase~~  
6 ~~the availability of rental units for federal housing choice voucher holders, thereby reducing the time~~  
7 ~~involved searching for housing by Participants.~~

8 ~~\_\_\_\_\_ b. The COVID-19 Responsive Homeless Service Program will include the following~~  
9 ~~services at minimum:~~

10 ~~\_\_\_\_\_ i. Property owner network to ensure private market units that meet the Fair Market~~  
11 ~~Rate (FMR) are available to Participants with federal housing choice vouchers.~~

12 ~~\_\_\_\_\_ ii. Housing navigation for Participants provided by CONTRACTOR staff and~~  
13 ~~subcontractors of the Program~~

14 ~~\_\_\_\_\_ iii. Housing stabilization services through 12 months of housing focused case~~  
15 ~~management provided by subcontractors of the Program.~~

16 ~~\_\_\_\_\_ c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and~~  
17 ~~consistent with HHAP requirements shall provide COVID-19 Responsive Homeless Services to~~  
18 ~~Participants experiencing homelessness in the South SPA Orange County for the period of time that~~  
19 ~~Orange County is in emergency response to COVID-19.~~

20 ~~\_\_\_\_\_ 3. Use of Funds~~

21 ~~\_\_\_\_\_ a. Funds shall be used to provide contracted services and operations of the PROGRAM,~~  
22 ~~such as one time costs related to rental unit costs, such as but not limited to application fees, security~~  
23 ~~deposits, moving costs, unit holding fees, property owner bonuses, and furnishings; in addition to~~  
24 ~~program marketing and development and mitigation funds. The PROGRAM and eligible costs have~~  
25 ~~been informed by best practices frameworks focused on moving individuals into permanent housing as~~  
26 ~~quickly as possible and ensuring those individuals maintain their permanent housing.~~

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

32 ~~\_\_\_\_\_ c. The PROGRAM will also promote connections to service providers, increased housing~~  
33 ~~stability and increased access to benefits and employment resources as needed. Services and operations~~  
34 ~~shall be low barrier and promote an engagement rich environment in which Participants make~~  
35 ~~connections to supportive services and stable housing.~~

36 ~~\_\_\_\_\_ 4. Reporting~~

37 ~~\_\_\_\_\_ a. Contractor is required to submit reporting on a monthly basis in a form acceptable to~~

~~the County. The reporting shall support the County in evaluating the Contractor's performance as it related to participant data, program linkages and units of services. Contractor will be required to utilize the HMIS or comparable database to comply with HUD's and State's data collection, management, and reporting standards and used to collect client level data and data on the provision of housing and services to Participants served.~~

~~— B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS~~

~~1. The CONTRACTOR is to receive Participant referrals from the CES and, if applicable, coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing Authorities for people who are experiencing homelessness in the South SPA who completed the CES Assessment, provided needed verifications, and have been issued a federal housing choice voucher. A priority will be given to Participants who have engaged in the County's COVID-19 Homelessness Responsive Homeless Services, which includes Project Roomkey, Project Toolbelt, and Alternative Shelter Placements.~~

~~2. The 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 or family who lacks a fixed, regular, and adequate nighttime residence, meaning:~~

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

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

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

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

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

~~ii. Has no other residence; and~~

~~iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other~~



1 ~~social networks, to obtain other permanent housing.~~

2 ~~C. DESCRIPTION OF SERVICES~~

3 ~~1. Essential Requirements CONTRACTOR shall:~~

4 ~~a. Maintain regularly scheduled service hours, Monday through Friday, in accordance~~  
5 ~~with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR and/or~~  
6 ~~subcontractors will be required to operate extended hours at least two (2) evenings or days per week and~~  
7 ~~provide weekend activities to accommodate Participant needs. Any change or deviation from this~~  
8 ~~schedule must have prior approval from COUNTY.~~

9 ~~b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless~~  
10 ~~otherwise approved, in advance and in writing, by ADMINISTRATOR.~~

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

14 ~~d. The administrative offices of Orange County United Way are located at 18012 Mitchel~~  
15 ~~South, Irvine, California, 92614.~~

16 ~~e. Have a 24 hour contact available to PROGRAM staff for emergency purposes and~~  
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19 ~~coordinate response as appropriate.~~

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

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26 ~~a. Work in partnership with the COUNTY to deliver the services as outlined in the~~  
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29 ~~the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.~~

30 ~~c. Track PROGRAM costs and ensure eligibility for payment within the funding~~  
31 ~~requirements.~~

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33 ~~e. Coordinate with COUNTY agencies to provide appropriate supportive services to~~  
34 ~~program Participants including but not limited to Health Care Agency (HCA), Social Services Agency~~  
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1 operations meetings, as necessary and appropriate. This should incorporate technology solutions such as  
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3 exposure to COVID-19.

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13 ~~i. Establish a referral process incorporating CES that identifies Participant households~~  
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17 ~~preference and types of assistance needed to regain stability in permanent housing.~~

18 ~~b. Property Owner Network:~~

19 ~~i. Engage with property owners and landlords to increase the availability of rental~~  
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21 ~~search for housing by Participants.~~

22 ~~ii. Fostering relationships and identifying partnership opportunities with the~~  
23 ~~Apartment Association of Orange County, the California Apartment Association, individual property~~  
24 ~~owners, legal experts, and non-profit service providers to expand the network of engaged Property~~  
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27 ~~the Participant's preferences and requirements in housing units.~~

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29 ~~i. Assist participant in locating, obtaining, and retaining suitable permanent housing~~  
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31 ~~Network. This includes completing applications for available rental units and providing an overview of~~  
32 ~~rental units, leases and requirements.~~

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34 ~~into lease or rental agreements with each property owner identified by the CONTRACTOR under this~~  
35 ~~PROGRAM.~~

36 ~~iii. Financial assistance cost may be used to pay property owners bonuses, unit holding~~  
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1 ~~fees, and other third parties for rental assistance, rental application fees, and more, in alignment with the~~  
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5 ~~d. Housing Stabilization~~

6 ~~i. Provide case management utilizing a ratio of one case manager to a maximum of 25~~  
7 ~~participants.~~

8 ~~ii. Provide case management to participants at least two times per month to ensure~~  
9 ~~long term housing stability for twelve months.~~

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25 ~~— D. PERFORMANCE MEASURES AND MONITORING~~

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

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35 ~~— d. Of participants that exit the program during the reporting period, 95% of participants exit~~  
36 ~~to a permanent housing destination.~~

37 ~~— e. Of participants that exit the program during the reporting period, 20% of participants~~

1 ~~will have a higher income than at program entry.~~

2 ~~———— d. Of participants who exit to a permanent destination, 95% will maintain permanent~~  
3 ~~housing for more than six (6) months from the date of their program exit.~~

4 ~~———— 2. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual visits or~~  
5 ~~desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring~~  
6 ~~visits may include, but are not limited to:~~

7 ~~a. Review of client file documentation~~

8 ~~b. Review of eligible activity and cost requirements established by HHAP Program~~  
9 ~~guidelines~~

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

11 ~~d. HMIS data entry completion~~

12 ~~e. Interviews with program staff~~

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23 ~~———— 1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to~~  
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29 ~~———— 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the~~  
30 ~~following:~~

31 ~~———— a. Total number of eligible households that receive assistance;~~

32 ~~———— b. Composition of the households — demographics, size and type;~~

33 ~~———— c. Number of unduplicated individuals served;~~

34 ~~———— d. Caseload movement;~~

35 ~~———— e. Financial assistance expenditures by type;~~

36 ~~———— f. Average amount of funding provided per household;~~

37 ~~———— g. Length of assistance, including average number of monthly rental and utility deposit~~

1 ~~payments that each household receive; and~~

2 ~~h. Number of Participants exits and exit types.~~

3 ~~F. FILE MAINTENANCE AND DOCUMENTATION~~

4 ~~1. CONTRACTOR shall prepare all applicable files and perform all administrative~~  
5 ~~management tasks, as indicated in the CONTRACT.~~

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

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

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

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

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

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

22  
23 **VI. EMERGENCY HOUSING VOUCHERS HOUSING LOCATOR SERVICES**

24 **A. SCOPE OF SERVICES**

25 **1. Overview**

26 **a. On March 11, 2021, President Biden signed the American Rescue Plan Act**  
27 **(ARPA) of 2021 in law, which provides over \$1.9 trillion in relief to address the continued impact of the**  
28 **COVID-19 pandemic on the economy, public health, State and local governments, individuals and**  
29 **business. Section 3202 of the ARPA appropriates \$5 billion for new incremental EHV, the renewal of**  
30 **those EHV, and fees for the cost of administering the EHV and other eligible expenses as defined by**  
31 **notice. This eligible expensed include activities to prevent, prepare, and respond to coronavirus to**  
32 **facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs**  
33 **related to retention and support of participating owners.**

34 **b. On May 5, 2021, HUD announced the allocation of approximately 70,000 EHV to**  
35 **public housing authorities. These EHV are to assist individuals and families who are experiencing**  
36 **homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence,**  
37 **dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom**

1 providing rental assistance will prevent the household's homelessness or having high risk of housing  
2 instability. The OCHA received an allocation of 557 EHV's of which a portion are being prioritized for  
3 individuals and adult only households in Orange County.

4 c. The purpose of the Contract Amendment No. 1 is for the CONTRACTOR to  
5 provide housing support assistance and housing stabilization services to Participants who are issued an  
6 EHV by OCHA and will be residing in Orange County. The CONTRACTOR shall ensure all services  
7 set forth in the program description are provided to Participants and will be responsible for  
8 administering the program as described as follows, in a manner satisfactory to the COUNTY and  
9 consistent with any requirements of the Notice PIH 2021-15 issued on May 5, 2021 by HUD.

10 2. Emergency Housing Vouchers Housing Locator Program Description

11 a. The Emergency Housing Voucher Housing Locator Program will provide the  
12 WelcomeHomeOC landlord incentive program for households that are issued an EHV from OCHA and  
13 will be residing in Orange County. The Program will focus on identifying rental units and making these  
14 available to households looking to become safely and stably housed during the COVID-19 pandemic in  
15 coordination and collaboration with Human Options, People Assisting the Homeless (PATH), Mercy  
16 House and their subcontractor partners. The Program will focus on assisting eligible households with  
17 securing long-term stable rental housing that meets the minimum standards required of EHV. The  
18 Program engages property owners to increase the availability of rental units for federal housing choice  
19 voucher holders, thereby reducing the time involved searching for housing by Participants.

20 b. The Program will include the following services at minimum:

21 i. Property owner network to ensure private market units that meet the Fair  
22 Market Rate (FMR) are available to Participants with federal EHV's.

23 ii. Identification of rental housing that meets the needs and preferences of  
24 Participants throughout Orange County, including physically accessible units with features for  
25 household members with disability, as well as units in low-poverty neighborhoods.

26 iii. Rental housing matching to Participants and coordinating with other  
27 homeless service providers to support the Participant in viewing the unit and completing required  
28 paperwork.

29 3. Use of Funds

30 a. Funds shall be used to provide contracted services and operations of the  
31 PROGRAM, such as one-time costs related to rental unit costs, such as but not limited to application  
32 fees, security deposits, moving costs, unit holding fees, property owner bonuses and mitigation funds; in  
33 addition to program marketing and development and staff costs related to housing navigation, retention,  
34 and property owner recruitment/management. The PROGRAM and eligible costs have been informed  
35 by best practices frameworks focused on moving individuals into permanent housing as quickly as  
36 possible and ensuring EHV's are utilized.

37 b. The PROGRAM shall be administered in an equitable manner by providing

1 culturally responsive services to engage and guide underserved participants throughout the housing  
2 process. Program staff shall operate in accordance with non-discrimination policies and attend annual  
3 trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and  
4 equity within the PROGRAM.

5 4. Reporting

6 a. Contractor is required to submit reporting on a monthly basis in a form acceptable  
7 to the County. The reporting shall support the County in evaluating the Contractor's performance as it is  
8 related to participant data, program linkages, units of services and use of funds.

9 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

10 1. The CONTRACTOR is to receive Participant referrals from the COUNTY and, if  
11 applicable, coordinate with the OCHA.

12 2. Eligible Participants are individuals who are experiencing homelessness; at risk of  
13 experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual  
14 assault, stalking, or human trafficking; or were recently homeless and for whom providing rental  
15 assistance will prevent the individual's homelessness or having high risk of housing instability and have  
16 been issued an EHV from OCHA.

17 C. DESCRIPTION OF SERVICES

18 1. Essential Requirements – CONTRACTOR shall:

19 a. Maintain regularly scheduled service hours, Monday through Friday, in accordance  
20 with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be  
21 required to be available evenings and/or weekend to accommodate Program needs. Any change or  
22 deviation from this schedule must have prior approval from COUNTY.

23 b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule,  
24 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

25 c. Operate the PROGRAM to include flexibilities to meet with eligible landlords,  
26 property owners and/or Service Providers Agencies outside of typical operation hours, if needed.

27 d. The administrative offices of Orange County United Way are located at 18012  
28 Mitchell South, Irvine, California, 92614.

29 e. Have a 24-hour contact available to PROGRAM staff for emergency purposes  
30 and communication policies and procedures in place to notify the COUNTY as appropriate.

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

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

36 2. Administrative Management Tasks – CONTRACTOR shall:

37 a. Work in partnership with the COUNTY to deliver the services as outlined in the

1 PROGRAM by being responsive to the needs of the household eligible for services.

2 b. Submit policies and procedures for the operations of the PROGRAM, as  
3 requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff  
4 coordination.

5 c. Track PROGRAM costs and ensure eligibility for payment within the funding  
6 requirements.

7 d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

8 e. Coordinate with COUNTY agencies and community-based organizations to  
9 provide appropriate supportive services to program Participants including but not limited to the County  
10 Executive Office (CEO) Health Care Agency (HCA), Social Services Agency (SSA), OC Community  
11 Resources (OCCR), OCHA and CalOptima.

12 f. Coordinate with COUNTY agencies, the Orange County CoC and community-  
13 based organizations on administrative functions such as Program operations meetings, as necessary and  
14 appropriate. This should incorporate technology solutions such as teleconferencing and  
15 videoconferencing as precautionary measures to limit the community spread and exposure to COVID-  
16 19.

17 3. Emergency Housing Vouchers Housing Locator Program Operations – The  
18 CONTRACTOR will be responsible for the provision of Program Services to eligible Participants who  
19 do not have incomes higher than HUD’s Low-Income Limit for the Area. Program costs must be  
20 eligible and necessary to help the Participant move as quickly as possible into permanent housing in  
21 coordination and collaboration with Human Options, PATH, Mercy House and their subcontracted  
22 partners The CONTRACTOR shall

23 a. Intake Process:

24 i. Receive information from initial evaluation that determines each  
25 households’ eligibility, housing preferences and needs. This information will be provided to the  
26 CONTRACTOR from CES and/or the homeless service provider that the Participant is working with for  
27 EHV Housing Stabilization Services.

28 b. Property Owner Network:

29 i. Recruit property owners to join the network and encourage existing  
30 network members to make additional communities within their portfolios available to the program.

31 ii. Engage with property owners and landlords to increase the availability of  
32 rental units for Participants with federal housing choice vouchers, thereby reducing the time involved in  
33 the search for housing by Participants.

34 iii. Fostering relationships and identifying partnership opportunities with the  
35 Apartment Association of Orange County, the California Apartment Association, individual property  
36 owners, legal experts, and non-profit service providers to expand the network of engaged Property  
37 Owners supporting the PROGRAM.



iv. CONTRACTOR will match Participants with available rental units that best meets the Participant’s preferences and requirements in housing units. CONTRACTOR will coordinate and collaborate with Human Options, People Assisting the Homeless (PATH), Mercy House and their subcontractor partners, to support Participants in viewing these units and completing necessary paperwork.

c. Housing Navigation

i. Assist participant in locating, obtaining, and retaining suitable permanent housing within the available portfolio of units identified by the PROGRAM through the Property Owner Network. This includes completing applications for available rental units and providing an overview of rental units, leases and requirements.

ii. Work with service provider agencies to support Participants in completing and/or providing documentation for entry into lease or rental agreements with each property owner identified by the CONTRACTOR under this PROGRAM.

iii. Financial assistance cost may be used to pay property owners bonuses, unit holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, mitigation fees, and other third parties for rental assistance, rental application fees, and more, in alignment with the PROGRAM.

**D. PERFORMANCE MEASURES AND MONITORING**

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

a. CONTRACTOR will assist a minimum of 100 eligible Participant Households by identifying available rental units that accept the EHV. As some Participant Households will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served may increase, dependent upon mutual agreement by both parties.

b. CONTRACTOR will assist a minimum of 48 out of the 100 eligible participants to lease rental units during the period from August 1, 2022, through December 31, 2022 (52 participants were leased up by July 31, 2022). Minimum monthly lease up targets are set forth in the following schedule:

<b>Month</b>	<b>Participant Lease Ups</b>
August 2022	8
September 2022	7
October 2022	11
November 2022	11
December 2022	11
<b>Total Aug-Dec 2022</b>	<b>48</b>

1 c. A minimum 50% of Participants will secure housing within 90 days or less of  
2 being issued an EHV from OCHA (period of time from start of navigation to lease-up date). At  
3 commencement of Amendment No. 5 (September 2022) this performance measure will no longer be  
4 applicable.

5 d. At minimum 95% of Participants will secure housing within 120 days or less of  
6 being issued an EHV from OCHA. At commencement of Amendment No. 5 (September 2022) this  
7 performance measure will no longer be applicable.

8 e. At minimum, increase the Property Owner Network by adding 30 new landlords  
9 and/or property owners/rental communities.

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

13 a. Review of policies and procedures and consistent adherence to PROGRAM  
14 practices

15 b. Interviews with program staff

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

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

25 E. REPORTING REQUIREMENTS

26 1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to  
27 the COUNTY. Monthly reports will be due by the twentieth (20<sup>th</sup>) day of the following month of  
28 services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY  
29 in evaluating the CONTRACTOR's performance as it related to Participant data, and units of service.  
30 CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and  
31 reporting standards and used to collect participant-level data. COUNTY will ensure EHV case  
32 management agencies are regularly updating WHOC client records in HMIS.

33 2. CONTRACTOR required to submit reporting at regular intervals to the County  
34 Executive Office that details the following:

35 a. Total number of eligible households that receive assistance;

36 b. Number of unduplicated individuals served;

37 c. Financial assistance expenditures by type;

d. Average amount of funding provided per household; and

e. Length of assistance, including unit holding fees and rental deposits.

F. FILE MAINTENANCE AND DOCUMENTATION

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

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

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

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

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

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

7. Retention: Operator 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 findings, 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.

~~V. EMERGENCY HOUSING VOUCHERS HOUSING LOCATOR SERVICES~~

~~A. SCOPE OF SERVICES~~

~~1. Overview~~

~~a. On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) of 2021 in law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals and business. Section 3202 of the ARPA appropriates \$5 billion for new incremental EHV, the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses as defined by notice. This eligible expensed include activities to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.~~

~~b. On May 5, 2021, HUD announced the allocation of approximately 70,000 EHV to public housing authorities. These EHV are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence.~~

1 ~~dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom~~  
2 ~~providing rental assistance will prevent the household's homelessness or having high risk of housing~~  
3 ~~instability. The OCHA received an allocation of 557 EHV's of which a portion are being prioritized for~~  
4 ~~individuals and adult only households in Orange County.~~

5 ~~c. The purpose of the Contract Amendment No. 1 is for the CONTRACTOR to~~  
6 ~~provide housing support assistance and housing stabilization services to Participants who are issued an~~  
7 ~~EHV by OCHA and will be residing in Orange County. The CONTRACTOR shall ensure all services~~  
8 ~~set forth in the program description are provided to Participants and will be responsible for~~  
9 ~~administering the program as described as follows, in a manner satisfactory to the COUNTY and~~  
10 ~~consistent with any requirements of the Notice PIH 2021-15 issued on May 5, 2021 by HUD.~~

11 ~~2. Emergency Housing Vouchers Housing Locator Program Description~~

12 ~~a. The Emergency Housing Voucher Housing Locator Program will provide the~~  
13 ~~WelcomeHomeOC landlord incentive program for households that are issued an EHV from OCHA and~~  
14 ~~will be residing in Orange County. The Program will focus on identifying rental units and making these~~  
15 ~~available to households looking to become safely and stably housed during the COVID-19 pandemic in~~  
16 ~~coordination and collaboration with Human Options, People Assisting the Homeless (PATH), Mercy~~  
17 ~~House and their subcontractor partners. The Program will focus on assisting eligible households with~~  
18 ~~securing long term stable rental housing that meets the minimum standards required of EHV. The~~  
19 ~~Program engages property owners to increase the availability of rental units for federal housing choice~~  
20 ~~voucher holders, thereby reducing the time involved searching for housing by Participants.~~

21 ~~b. The Program will include the following services at minimum:~~

22 ~~i. Property owner network to ensure private market units that meet the Fair~~  
23 ~~Market Rate (FMR) are available to Participants with federal EHV's.~~

24 ~~ii. Identification of rental housing that meets the needs and preferences of~~  
25 ~~Participants throughout Orange County, including physically accessible units with features for~~  
26 ~~household members with disability, as well as units in low poverty neighborhoods.~~

27 ~~iii. Rental housing matching to Participants and coordinating with other~~  
28 ~~homeless service providers to support the Participant in viewing the unit and completing required~~  
29 ~~paperwork.~~

30 ~~3. Use of Funds~~

31 ~~a. Funds shall be used to provide contracted services and operations of the~~  
32 ~~PROGRAM, such as one-time costs related to rental unit costs, such as but not limited to application~~  
33 ~~fees, security deposits, moving costs, unit holding fees, property owner bonuses and mitigation funds; in~~  
34 ~~addition to program marketing and development and staff costs related to housing navigation, retention,~~  
35 ~~and property owner recruitment/management. The PROGRAM and eligible costs have been informed~~  
36 ~~by best practices frameworks focused on moving individuals into permanent housing as quickly as~~  
37 ~~possible and ensuring EHV's are utilized.~~

~~b. The PROGRAM shall be administered in an equitable manner by providing culturally responsive services 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.~~

~~4. Reporting~~

~~a. Contractor is required to submit reporting on a monthly basis in a form acceptable to the County. The reporting shall support the County in evaluating the Contractor's performance as it is related to participant data, program linkages, units of services and use of funds.~~

~~B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS~~

~~1. The CONTRACTOR is to receive Participant referrals from the COUNTY and, if applicable, coordinate with the OCHA.~~

~~2. Eligible Participants are individuals who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the individual's homelessness or having high risk of housing instability and have been issued an EHV from OCHA.~~

~~C. DESCRIPTION OF SERVICES~~

~~1. Essential Requirements — CONTRACTOR shall:~~

~~a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to be available evenings and/or weekend to accommodate Program needs. Any change or deviation from this schedule must have prior approval from COUNTY.~~

~~b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.~~

~~c. Operate the PROGRAM to include flexibilities to meet with eligible landlords, property owners and/or Service Providers Agencies outside of typical operation hours, if needed.~~

~~d. The administrative offices of Orange County United Way are located at 18012 Mitchell South, Irvine, California, 92614.~~

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

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

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

~~2. Administrative Management Tasks — CONTRACTOR shall:~~

1 ~~\_\_\_\_\_ a. \_\_\_\_\_ Work in partnership with the COUNTY to deliver the services as outlined in the~~  
2 ~~PROGRAM by being responsive to the needs of the household eligible for services.~~

3 ~~\_\_\_\_\_ b. \_\_\_\_\_ Submit policies and procedures for the operations of the PROGRAM, as~~  
4 ~~requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff~~  
5 ~~coordination.~~

6 ~~\_\_\_\_\_ c. \_\_\_\_\_ Track PROGRAM costs and ensure eligibility for payment within the funding~~  
7 ~~requirements.~~

8 ~~\_\_\_\_\_ d. \_\_\_\_\_ Operate, maintain, coordinate and staff the resources of the PROGRAM.~~

9 ~~\_\_\_\_\_ e. \_\_\_\_\_ Coordinate with COUNTY agencies and community-based organizations to~~  
10 ~~provide appropriate supportive services to program Participants including but not limited to Health Care~~  
11 ~~Agency (HCA), Social Services Agency (SSA), OC Community Resources (OCCR), OCHA and~~  
12 ~~CalOptima.~~

13 ~~\_\_\_\_\_ f. \_\_\_\_\_ Coordinate with COUNTY agencies, the Orange County CoC and community-~~  
14 ~~based organizations on administrative functions such as Program operations meetings, as necessary and~~  
15 ~~appropriate. This should incorporate technology solutions such as teleconferencing and~~  
16 ~~videoconferencing as precautionary measures to limit the community spread and exposure to COVID-~~  
17 ~~19.~~

18 ~~\_\_\_\_\_ 3. \_\_\_\_\_ Emergency Housing Vouchers Housing Locator Program Operations \_\_\_\_\_ The~~  
19 ~~CONTRACTOR will be responsible for the provision of Program Services to eligible Participants who~~  
20 ~~do not have incomes higher than HUD's Low-Income Limit for the Area. Program costs must be~~  
21 ~~eligible and necessary to help the Participant move as quickly as possible into permanent housing in~~  
22 ~~coordination and collaboration with Human Options, PATH, Mercy House and their subcontracted~~  
23 ~~partners The CONTRACTOR shall~~

24 ~~\_\_\_\_\_ a. \_\_\_\_\_ Intake Process:~~

25 ~~\_\_\_\_\_ i. \_\_\_\_\_ Receive information from initial evaluation that determines each~~  
26 ~~households' eligibility, housing preferences and needs. This information will be provided to the~~  
27 ~~CONTRACTOR from CES and/or the homeless service provider that the Participant is working with for~~  
28 ~~EHV Housing Stabilization Services.~~

29 ~~\_\_\_\_\_ b. \_\_\_\_\_ Property Owner Network:~~

30 ~~\_\_\_\_\_ i. \_\_\_\_\_ Recruit property owners to join the network and encourage existing~~  
31 ~~network members to make additional communities within their portfolios available to the program.~~

32 ~~\_\_\_\_\_ ii. \_\_\_\_\_ Engage with property owners and landlords to increase the availability of~~  
33 ~~rental units for Participants with federal housing choice vouchers, thereby reducing the time involved in~~  
34 ~~the search for housing by Participants.~~

35 ~~\_\_\_\_\_ iii. \_\_\_\_\_ Fostering relationships and identifying partnership opportunities with the~~  
36 ~~Apartment Association of Orange County, the California Apartment Association, individual property~~  
37 ~~owners, legal experts, and non-profit service providers to expand the network of engaged Property~~

1 Owners supporting the PROGRAM:

2 ~~\_\_\_\_\_ iv. CONTRACTOR will match Participants with available rental units that best~~  
3 ~~meets the Participant’s preferences and requirements in housing units. CONTRACTOR will coordinate~~  
4 ~~and collaborate with Human Options, People Assisting the Homeless (PATH), Mercy House and their~~  
5 ~~subcontractor partners, to support Participants in viewing these units and completing necessary~~  
6 ~~paperwork.~~

7 ~~\_\_\_\_\_ c. Housing Navigation~~

8 ~~\_\_\_\_\_ i. Assist participant in locating, obtaining, and retaining suitable permanent~~  
9 ~~housing within the available portfolio of units identified by the PROGRAM through the Property Owner~~  
10 ~~Network. This includes completing applications for available rental units and providing an overview of~~  
11 ~~rental units, leases and requirements.~~

12 ~~\_\_\_\_\_ ii. Work with service provider agencies to support Participants in completing~~  
13 ~~and/or providing documentation for entry into lease or rental agreements with each property owner~~  
14 ~~identified by the CONTRACTOR under this PROGRAM.~~

15 ~~\_\_\_\_\_ iii. Financial assistance cost may be used to pay property owners bonuses, unit~~  
16 ~~holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, mitigation fees,~~  
17 ~~and other third parties for rental assistance, rental application fees, and more, in alignment with the~~  
18 ~~PROGRAM.~~

19 D. PERFORMANCE MEASURES AND MONITORING

20 ~~\_\_\_\_\_ 1. The following performance measures will be a requirement of this Contract.~~

21 ~~\_\_\_\_\_ a. CONTRACTOR will assist a minimum of 100 eligible Participant Households by~~  
22 ~~identifying available rental units that accept the EHV. As some Participant Households will not have~~  
23 ~~needs for the maximum assistance to secure permanent housing and achieve housing stability, the total~~  
24 ~~number of households served may increase, dependent upon mutual agreement by both parties.~~

25 ~~\_\_\_\_\_ b. At a minimum 50% of Participants will secure housing within 90 days or less of~~  
26 ~~being issued an EHV from OCHA (period of time from EHV issuance by OCHA to lease up date).~~

27 ~~\_\_\_\_\_ c. At minimum 95% of Participants will secure housing within 120 days or less of~~  
28 ~~being issued an EHV from OCHA (period of time from EHV issuance by OCHA to lease up date).~~

29 ~~\_\_\_\_\_ d. At minimum, increase the Property Owner Network by adding 30 new landlords~~  
30 ~~and/or property owners/rental communities.~~

31 ~~\_\_\_\_\_ 2. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual visits~~  
32 ~~or desk monitoring to ensure programmatic compliance at least once during the contract term.~~  
33 ~~Monitoring visits may include, but are not limited to:~~

34 ~~\_\_\_\_\_ a. Review of policies and procedures and consistent adherence to PROGRAM~~  
35 ~~practices~~

36 ~~\_\_\_\_\_ b. Interviews with program staff~~

37 ~~\_\_\_\_\_ 3. The County shall monitor the performance of Contractor against the goals, outcomes,~~

~~1 milestones and performance standards required herein. Substandard performance, as determined by  
2 County, will constitute non-compliance with this Contract for which County may immediately terminate  
3 the Contract. If action to correct such substandard performance is not taken by Operator within the time  
4 period specified by County, payment(s) will be denied in accordance with the provisions contained in  
5 the Contract.~~

~~6 4. County shall periodically evaluate Operator's progress in complying with the terms of  
7 this Contract. Operator shall cooperate fully during such monitoring. County shall report the findings of  
8 each monitoring to Operator.~~

~~9 E. REPORTING REQUIREMENTS~~

~~10 1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to  
11 the COUNTY. Monthly reports will be due by the twentieth (20) day of the following month of services  
12 rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in  
13 evaluating the CONTRACTOR's performance as it related to Participant data, and units of service.  
14 CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and  
15 reporting standards and used to collect participant level data. COUNTY will ensure EHV case  
16 management agencies are regularly updating WHOC client records in HMIS.~~

~~17 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the  
18 following:~~

- ~~19 a. Total number of eligible households that receive assistance;~~
- ~~20 b. Number of unduplicated individuals served;~~
- ~~21 c. Financial assistance expenditures by type;~~
- ~~22 d. Average amount of funding provided per household; and~~
- ~~23 e. Length of assistance, including unit holding fees and rental deposits.~~

~~24 F. FILE MAINTENANCE AND DOCUMENTATION~~

~~25 1. CONTRACTOR shall prepare all applicable files and perform all administrative  
26 management tasks, as indicated in the CONTRACT.~~

~~27 2. CONTRACTOR Shall maintain all records required by the federal regulations specified  
28 in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded  
29 under this CONTRACT.~~

~~30 3. Records providing a full description of each activity undertaken.~~

~~31 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and~~

~~32 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.~~

~~33 6. Annual Audit Submission: Independent audits to be performed by a Certified Public  
34 Accountant, which shall include an audit of funds received from the COUNTY, in accordance with  
35 applicable regulatory requirements. Copies of each required audit report must be provided to the  
36 COUNTY within thirty (30) days after the date received by the Operator.~~

~~37 7. Retention: Operator 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 findings, 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.”~~

#### ~~1. Overview~~

~~a. On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) of 2021 in law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals and business. Section 3202 of the ARPA appropriates \$5 billion for new incremental EHV, the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses as defined by notice. This eligible expensed include activities to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.~~

~~b. On May 5, 2021, HUD announced the allocation of approximately 70,000 EHV to public housing authorities. These EHV are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the household's homelessness or having high risk of housing instability. The OCHA received an allocation of 557 EHV of which a portion are being prioritized for individuals and adult only households in Orange County.~~

~~c. The purpose of the Contract Amendment No. 1 is for the CONTRACTOR to provide housing support assistance and housing stabilization services to Participants who are issued an EHV by OCHA and will be residing in Orange County. The CONTRACTOR shall ensure all services set forth in the program description are provided to Participants and will be responsible for administering the program as described as follows, in a manner satisfactory to the COUNTY and consistent with any requirements of the Notice PIH 2021-15 issued on May 5, 2021 by HUD.~~

#### ~~2. Emergency Housing Vouchers Housing Locator Program Description~~

~~a. The Emergency Housing Voucher Housing Locator Program will provide the WelcomeHomeOC landlord incentive program for households that are issued an EHV from OCHA and will be residing in Orange County. The Program will focus on identifying rental units and making these available to households looking to become safely and stably housed during the COVID-19 pandemic in coordination and collaboration with Human Options, People Assisting the Homeless (PATH), Mercy House and their subcontractor partners. The Program will focus on assisting eligible households with securing long term stable rental housing that meets the minimum standards required of EHV. The Program engages property owners to increase the availability of rental units for federal housing choice voucher holders, thereby reducing the time involved searching for housing by Participants.~~

~~b. The Program will include the following services at minimum:~~

~~i. Property owner network to ensure private market units that meet the Fair Market Rate (FMR) are available to Participants with federal EHV's.~~

~~ii. Identification of rental housing that meets the needs and preferences of Participants throughout Orange County, including physically accessible units with features for household members with disability, as well as units in low poverty neighborhoods.~~

~~iii. Rental housing matching to Participants and coordinating with other homeless service providers to support the Participant in viewing the unit and completing required paperwork.~~

~~3. Use of Funds~~

~~a. Funds shall be used to provide contracted services and operations of the PROGRAM, such as one time costs related to rental unit costs, such as but not limited to application fees, security deposits, moving costs, unit holding fees, property owner bonuses and mitigation funds; in addition to program marketing and development and staff costs related to housing navigation, retention, and property owner recruitment/management. 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 EHV's are utilized.~~

~~b. The PROGRAM shall be administered in an equitable manner by providing culturally responsive services 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.~~

~~4. Reporting~~

~~a. Contractor is required to submit reporting on a monthly basis in a form acceptable to the County. The reporting shall support the County in evaluating the Contractor's performance as it related to participant data, program linkages, units of services and use of funds.~~

~~B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS~~

~~1. The CONTRACTOR is to receive Participant referrals from the COUNTY and, if applicable, coordinate with the OCHA.~~

~~2. Eligible Participants are individuals who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the individual's homelessness or having high risk of housing instability and have been issued an EHV from OCHA.~~

~~C. DESCRIPTION OF SERVICES~~

~~1. Essential Requirements CONTRACTOR shall:~~

~~a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to be available evenings and/or weekend to accommodate Program needs. Any change or deviation from this schedule must have prior approval from COUNTY.~~

~~b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise~~

1 ~~approved, in advance and in writing, by ADMINISTRATOR.~~

2 ~~\_\_\_\_\_ c. Operate the PROGRAM to include flexibilities to meet with eligible landlords, property owners~~  
3 ~~and/or Service Providers Agencies outside of typical operation hours, if needed.~~

4 ~~\_\_\_\_\_ d. The administrative offices of Orange County United Way are located at 18012 Mitchell South,~~  
5 ~~Irvine, California, 92614.~~

6 ~~\_\_\_\_\_ e. Have a 24 hour contact available to PROGRAM staff for emergency purposes and~~  
7 ~~communication policies and procedures in place to notify the COUNTY as appropriate.~~

8 ~~\_\_\_\_\_ f. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate~~  
9 ~~response as appropriate.~~

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

13 ~~\_\_\_\_\_ 2. Administrative Management Tasks CONTRACTOR shall:~~

14 ~~\_\_\_\_\_ a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM~~  
15 ~~by being responsive to the needs of the household eligible for services.~~

16 ~~\_\_\_\_\_ b. Submit policies and procedures for the operations of the PROGRAM, as requested by the~~  
17 ~~COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.~~

18 ~~\_\_\_\_\_ c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.~~

19 ~~\_\_\_\_\_ d. Operate, maintain, coordinate and staff the resources of the PROGRAM.~~

20 ~~\_\_\_\_\_ e. Coordinate with COUNTY agencies and community based organizations to provide~~  
21 ~~appropriate supportive services to program Participants including but not limited to County Executive Office~~  
22 ~~(CEO)Health Care Agency (HCA), Social Services Agency (SSA), OC Community Resources (OCCR), OCHA~~  
23 ~~and CalOptima.~~

24 ~~\_\_\_\_\_ f. Coordinate with COUNTY agencies, the Orange County CoC and community based~~  
25 ~~organizations on administrative functions such as Program operations meetings, as necessary and appropriate.~~  
26 ~~This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary~~  
27 ~~measures to limit the community spread and exposure to COVID-19.~~

28 ~~\_\_\_\_\_ 3. Emergency Housing Vouchers Housing Locator Program Operations The CONTRACTOR will be~~  
29 ~~responsible for the provision of Program Services to eligible Participants who do not have incomes higher than~~  
30 ~~HUD's Low Income Limit for the Area. Program costs must be eligible and necessary to help the Participant~~  
31 ~~move as quickly as possible into permanent housing in coordination and collaboration with Human Options,~~  
32 ~~PATH, Mercy House and their subcontracted partners The CONTRACTOR shall~~

33 ~~\_\_\_\_\_ a. Intake Process:~~

34 ~~\_\_\_\_\_ i. Receive information from initial evaluation that determines each households' eligibility,~~  
35 ~~housing preferences and needs. This information will be provided to the CONTRACTOR from CES and/or the~~  
36 ~~homeless service provider that the Participant is working with for EHV Housing Stabilization Services.~~

37 ~~\_\_\_\_\_ b. Property Owner Network:~~

~~i. Recruit property owners to join the network and encourage existing network members to make additional communities within their portfolios available to the program.~~

~~ii. Engage with property owners and landlords to increase the availability of rental units for Participants with federal housing choice vouchers, thereby reducing the time involved in the search for housing by Participants.~~

~~iii. Fostering relationships and identifying partnership opportunities with the Apartment Association of Orange County, the California Apartment Association, individual property owners, legal experts, and non-profit service providers to expand the network of engaged Property Owners supporting the PROGRAM.~~

~~iv. CONTRACTOR will match Participants with available rental units that best meets the Participant's preferences and requirements in housing units. CONTRCATOR will coordinate and collaborate with Human Options, People Assisting the Homeless (PATH), Mercy House and their subcontractor partners, to support Participants in viewing these units and completing necessary paperwork.~~

~~c. Housing Navigation~~

~~i. Assist participant in locating, obtaining, and retaining suitable permanent housing within the available portfolio of units identified by the PROGRAM through the Property Owner Network. This includes completing applications for available rental units and providing an overview of rental units, leases and requirements.~~

~~ii. Work with service provider agencies to support Participants in completing and/or providing documentation for entry into lease or rental agreements with each property owner identified by the CONTRACTOR under this PROGRAM.~~

~~iii. Financial assistance cost may be used to pay property owners bonuses, unit holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, mitigation fees, and other third parties for rental assistance, rental application fees, and more, in alignment with the PROGRAM.~~

~~D. PERFORMANCE MEASURES AND MONITORING~~

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

~~a. CONTRACTOR will assist up to 475 eligible Participant Households by identifying available rental units that accept the EHV. As some Participant Households will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served may increase, dependent upon mutual agreement by both parties.~~

~~b. At minimum 50% of Participants will secure housing within 90 days or less of being issued an EHV from OCHA.~~

~~c. At minimum 95% of Participants will secure housing within 120 days or less of being issued an EHV from OCHA.~~

~~d. At minimum, increase the Property Owner Network by adding 30 new landlords and/or property owners/rental communities.~~

~~2. COUNTY in coordination with the 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~~

1 include, but are not limited to:

- 2 ~~\_\_\_\_\_ a. Review of policies and procedures and consistent adherence to PROGRAM practices~~
- 3 ~~\_\_\_\_\_ b. Interviews with program staff~~

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

9 ~~\_\_\_\_\_ 4. County shall periodically evaluate Operator's progress in complying with the terms of this Contract.~~  
10 ~~Operator shall cooperate fully during such monitoring. County shall report the findings of each monitoring to~~  
11 ~~Operator.~~

12 ~~\_\_\_\_\_ E. REPORTING REQUIREMENTS~~

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

- 19 ~~\_\_\_\_\_ 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the following:~~
  - 20 ~~\_\_\_\_\_ a. Total number of eligible households that receive assistance;~~
  - 21 ~~\_\_\_\_\_ b. Number of unduplicated individuals served;~~
  - 22 ~~\_\_\_\_\_ c. Financial assistance expenditures by type;~~
  - 23 ~~\_\_\_\_\_ d. Average amount of funding provided per household; and~~
  - 24 ~~\_\_\_\_\_ e. Length of assistance, including unit holding fees and rental deposits.~~

25 ~~\_\_\_\_\_ F. FILE MAINTENANCE AND DOCUMENTATION~~

26 ~~\_\_\_\_\_ 1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks,~~  
27 ~~as indicated in the CONTRACT.~~

28 ~~\_\_\_\_\_ 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24 CFR~~  
29 ~~570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.~~

- 30 ~~\_\_\_\_\_ 3. Records providing a full description of each activity undertaken.~~
- 31 ~~\_\_\_\_\_ 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and~~
- 32 ~~\_\_\_\_\_ 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.~~
- 33 ~~\_\_\_\_\_ 6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant,~~  
34 ~~which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory~~  
35 ~~requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after~~  
36 ~~the date received by the Operator.~~

37 ~~\_\_\_\_\_ 7. Retention: Operator 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.~~

**VII. STAFFING**

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative and/or programmatic responsibilities are delegated to subcontractors, the 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 maintained 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 Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

1. COVID-19 Responsive Homeless Services Staffing Plan

<u>PROGRAM</u>	<u>FTEs</u>
<u>Program Specialist</u>	<u>.5</u>
<u>Retention Specialist</u>	<u>.1</u>

1	<u>SUBTOTAL PROGRAM</u>	<u>.6</u>
2		
3	<u>SUBCONTRACTOR</u>	<u>6.15</u>
4	<u>SUBTOTAL SUBCONTRACTOR</u>	<u>6.15</u>
5	<u>TOTAL FTEs</u>	<u>6.75</u>

2. Emergency Housing Voucher Housing Locator Services Staffing Plan

<u>PROGRAM</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>EHV Housing Navigation Manager</u>	<u>1.00</u>	<u>0.0</u>	<u>1.00</u>
<u>EHV Housing Navigation Specialist</u>	<u>1.00</u>	<u>0.0</u>	<u>1.00</u>
<u>Housing Stabilization Manager</u>	<u>0.50</u>	<u>0.0</u>	<u>.50</u>
<u>Property Engagement Manager</u>	<u>0.75</u>	<u>0.25</u>	<u>1.0</u>
<u>Marketing &amp; Events Specialist</u>	<u>1.00</u>	<u>0</u>	<u>1.00</u>
<u>Subcontractor</u>	<u>8.75</u>	<u>1.50</u>	<u>10.25</u>
<u>SUBTOTAL PROGRAM</u>	<u>13.00</u>	<u>1.75</u>	<u>15.75</u>
<u>TOTAL FTEs</u>	<u>13.00</u>	<u>1.75</u>	<u>15.75</u>

2. Emergency Housing Voucher Housing Locator Services Staffing Plan

<u>DIRECT ADMINISTRATION</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>—WHOC Finance Specialist</u>	<u>0.75</u>	<u>0</u>	<u>0.75</u>
<u>—WHOC Contract Specialist</u>	<u>0.50</u>	<u>0</u>	<u>0.50</u>
<u>—WHOC Data and Evaluation</u>	<u>0.50</u>	<u>0</u>	<u>0.50</u>
<u>—IT and Web Portal Manager</u>	<u>0.50</u>	<u>0</u>	<u>0.50</u>
<u>SUBTOTAL DIRECT ADMINISTRATION</u>	<u>2.25</u>	<u>0</u>	<u>2.25</u>
<u>PROGRAM</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>—Manager, Housing Navigation</u>	<u>1.00</u>	<u>0</u>	<u>1.00</u>
<u>—Housing Navigation Specialist</u>	<u>5.00</u>	<u>0</u>	<u>5.00</u>
<u>—Housing Stabilization Manager</u>	<u>0.50</u>	<u>0.50</u>	<u>1.00</u>
<u>—Housing Stabilization Specialist</u>	<u>2.00</u>	<u>2.00</u>	<u>4.00</u>
<u>—Property Owner Manager</u>	<u>0.75</u>	<u>0</u>	<u>0.75</u>
<u>—Property Owner Specialist</u>	<u>2.00</u>	<u>0</u>	<u>2.00</u>

1	<u>—WHOC Marketing and Events</u>	<u>1.00</u>	<u>0</u>	<u>1.00</u>
2	<u>—WHOC Unit Intake Coordinator</u>	<u>0.75</u>	<u>0</u>	<u>0.75</u>
3	<u>SUBTOTAL PROGRAM</u>	<u>13.00</u>	<u>2.50</u>	<u>15.50</u>
4	<u>TOTAL FTEs</u>	<u>13.00</u>	<u>2.50</u>	<u>15.50</u>

7		<u>PERIOD 2</u>		
8	<u>PROGRAM</u>	<u>FTEs</u>		
9	<u>—EHV Housing Navigation Manager</u>	<u>1.00</u>		
10	<u>—EHV Housing Navigation Specialist</u>	<u>1.00</u>		
11	<u>—Housing Stabilization Manager</u>	<u>0.50</u>		
12	<u>—Property Engagement Manager</u>	<u>0.75</u>		
13	<u>Subcontractor</u>	<u>9.75</u>		
14	<u>SUBTOTAL PROGRAM</u>	<u>13.00</u>		
15	<u>TOTAL FTEs</u>	<u>13.00</u>		

16		<u>PERIOD 2</u>		
17	<u>PROGRAM</u>	<u>FTEs</u>		
18	<u>—EHV Housing Navigation Manager</u>	<u>1.00</u>		
19	<u>—EHV Housing Navigation Specialist</u>	<u>1.00</u>		
20	<u>—Housing Stabilization Manager</u>	<u>0.50</u>		
21	<u>—Property Engagement Manager</u>	<u>0.75</u>		
22	<u>—Marketing and Events Specialist</u>	<u>1.00</u>		
23	<u>Subcontractor</u>	<u>8.75</u>		
24	<u>SUBTOTAL PROGRAM</u>	<u>13.00</u>		
25	<u>TOTAL FTEs</u>	<u>13.00</u>		

28	<u>PROGRAM</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
29		<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
30	<u>—EHV Housing Navigation Manager</u>	<u>1.00</u>	<u>0.0</u>	<u>1.00</u>
31	<u>—EHV Housing Navigation Specialist</u>	<u>1.00</u>	<u>0.0</u>	<u>1.00</u>
32	<u>—Housing Stabilization Manager</u>	<u>0.50</u>	<u>0.0</u>	<u>.50</u>
33	<u>—Property Engagement Manager</u>	<u>0.75</u>	<u>0.25</u>	<u>1.0</u>
34	<u>—Marketing &amp; Events Specialist</u>	<u>1.00</u>	<u>0</u>	<u>1.00</u>
35	<u>—Subcontractor</u>	<u>8.75</u>	<u>1.50</u>	<u>10.25</u>
36	<u>SUBTOTAL PROGRAM</u>	<u>13.00</u>	<u>1.75</u>	<u>15.75</u>
37	<u>TOTAL FTEs</u>	<u>13.00</u>	<u>1.75</u>	<u>15.75</u>



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 Agreement.

~~A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative and/or programmatic responsibilities are delegated to subcontractors, the 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 maintained 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 Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.~~

<b>PROGRAM</b>	<u><b>FTEs</b></u>
Program Specialist	.5

1	Retention Specialist	.1
2	SUBTOTAL PROGRAM	.6
3	SUBCONTRACTOR	6.15
4	SUBTOTAL SUBCONTRACTOR	6.15
5	TOTAL FTEs	6.75

6  
7 ~~— D. CONTRACTOR shall maintain personnel files for each staff member, including the Executive~~  
8 ~~Director and other administrative positions, which will include, but not be limited to, an application for~~  
9 ~~employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if~~  
10 ~~applicable), pay rate and evaluations justifying pay increases.~~

11 ~~— E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~  
12 ~~Staffing Paragraph of this Exhibit A to the Agreement.~~

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34 EXHIBIT B  
35 TO THE CONTRACT FOR PROVISION OF  
36 COVID-19 RESPONSIVE HOMELESS SERVICES  
37

BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
MAY 1, 2021 THROUGH ~~DECEMBER 31, 2023~~ JUNE 30, 2024

**I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

**A. DEFINITIONS**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental

1 or tribal inspector general, or an administrative body authorized to require the production of  
2 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of  
3 participation with respect to health care providers participating in the program, and statutes or  
4 regulations that require the production of information, including statutes or regulations that require such  
5 information if payment is sought under a government program providing public benefits.

6 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,  
7 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or  
8 interference with system operations in an information system that processes, maintains or stores PI.

9 **B. TERMS OF CONTRACT**

10 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
11 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
12 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract  
13 provided that such use or disclosure would not violate the California Information Practices Act (CIPA)  
14 if done by the COUNTY.

15 2. Responsibilities of CONTRACTOR

16 CONTRACTOR agrees:

17 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or  
18 required by this Personal Information Privacy and Security Contract or as required by applicable state  
19 and federal law.

20 b. Safeguards. To implement appropriate and reasonable administrative, technical, and  
21 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect  
22 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use  
23 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and  
24 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and  
25 security program that include administrative, technical and physical safeguards appropriate to the size  
26 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which  
27 incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its  
28 current policies upon request.

29 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data  
30 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing  
31 DHCS PI and PII. These steps shall include, at a minimum:

32 1) Complying with all of the data system security precautions listed in Paragraph E of  
33 the Business Associate Contract, Exhibit B to the Contract; and

34 2) Providing a level and scope of security that is at least comparable to the level and  
35 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,  
36 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
37 automated information systems in Federal agencies.

1           3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
2 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
3 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health  
4 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the  
5 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and  
6 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,  
7 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State  
8 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to  
9 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides  
10 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that  
11 apply to CONTRACTOR with respect to such information.

12           d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
13 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
14 subcontractors in violation of this Personal Information Privacy and Security Contract.

15           e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
16 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
17 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the  
18 disclosure of DHCS PI or PII to such subcontractors or other agents.

19           f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
20 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
21 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives  
22 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
23 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including  
24 employees, contractors and agents of its subcontractors and agents.

25           g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the  
26 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the  
27 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS  
28 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such  
29 breach to the affected individual(s).

30           h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR  
31 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII  
32 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI  
33 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit  
34 B to the Contract.

35           i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
36 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
37 carrying out the requirements of this Personal Information Privacy and Security Contract and for

1 communicating on security matters with the COUNTY.  
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