

1 CONTRACT FOR PROVISION OF  
 2 COVID-19 HOMELESSNESS PREVENTION SERVICES  
 3 IN THE «SPA» SPA  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 «UC\_PROVIDER» «UC\_DBA»  
 8 JANUARY 26, 2021 THROUGH DECEMBER 31, 2021  
 9

10 THIS CONTRACT entered into this 26<sup>th</sup> day of January 2021 (effective date), is by and between the  
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and  
 12 «UC\_PROVIDER» «UC\_DBA», a California nonprofit corporation (CONTRACTOR). COUNTY and  
 13 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as  
 14 “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency  
 15 or an authorized designee (“ADMINISTRATOR”).  
 16

17 **W I T N E S S E T H:**

18 WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County’s  
 19 Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak,  
 20 as necessary for the preservation of public health and safety; and

21 WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the  
 22 State of California concerning the COVID-19 emergency and outbreak; and

23 WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20,  
 24 ordering all California residents to heed any orders and guidance of State and local public health  
 25 officials, including but not limited to imposition of social distancing measures, to control the spread of  
 26 COVID-19; and

27 WHEREAS, on March 18, 2020, the President of the United States proclaimed a national  
 28 emergency concerning the COVID-19 outbreak; and

29 WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in  
 30 the State of California and ordered Federal assistance to supplement State and local recovery efforts in the  
 31 areas affected by the COVID-19 pandemic; and

32 WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management  
 33 Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that  
 34 provides guidance on the availability of federal funding to states and local governments during  
 35 emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency  
 36 Assistance Act (Stafford Act); and

37 //

1 WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost  
2 during emergencies; and

3 WHEREAS, COUNTY in need of the services/commodities described herein in order to support its  
4 efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and  
5 authorities, and any continuing executive orders and declarations as part of the on-going emergencies;  
6 and

7 WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost  
8 during emergencies; and

9 WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the  
10 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the  
11 CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the  
12 COVID-19 emergency; and

13 WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in  
14 the State of California and ordered Federal assistance to supplement State and local recovery efforts in the  
15 areas affected by the COVID-19 pandemic; and

16 WHEREAS, the Consolidated Appropriations Act, 2021 (the "Act") is a \$2.3 trillion spending bill  
17 that combines \$900 billion in stimulus relief for the COVID-19 pandemic in the United States with a  
18 \$1.4 trillion omnibus spending bill for the 2021 fiscal year; and

19 WHEREAS, the Act directs the U.S. Department of the Treasury to make available \$25 billion in  
20 Emergency Rental Assistance (ERA) Program to provide assist households that are unable to pay rent  
21 and utilities due to the COVID-19 pandemic; and

22 WHEREAS, the COUNTY is in need of the services/commodities described herein in order to  
23 support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above  
24 declarations and authorities, including the Coronavirus Aid, Relief, and Economic Security (CARES)  
25 Act and the Act, and any continuing executive orders and declarations as part of the on-going  
26 emergencies;

27 WHEREAS, the ERA Program must largely be used for direct financial assistance, including rent,  
28 rental arrears and utilities and home energy costs and a maximum of 10 percent may be used towards  
29 housing stability services, including case management and other services intended to keep households  
30 stably housed, and administrative costs.

31 WHEREAS, the Act provides funding directly to the COUNTY to provide assistance to eligible  
32 households through the existing or newly created rental assistance programs.

33 WHEREAS, the COUNTY is in need of the implementation of homelessness prevention assistance  
34 programs in alignment with the ERA Program to support the residents of Orange County experiencing  
35 financial hardships as a result of the COVID-19 pandemic with the goal of assisting households in  
36 maintaining their existing housing and regaining stability in that housing.

37 //

1 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19  
2 Homelessness Prevention Services in alignment with the ERA Program described herein to households  
3 at risk of experiencing homelessness or housing stability in Orange County; and

4 WHEREAS, County is in need of the services/commodities described herein in order to support its  
5 efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and  
6 authorities, including the CARES Act, and any continuing executive orders and declarations as part of  
7 the on-going emergencies; and

8 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19  
9 Homeless and Prevention Response Services described herein to individuals experiencing homelessness  
10 in Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** January 26, 2021 through December 31, 2021

**Aggregate Maximum Obligation:** \$64,265,025

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Biweekly in Arrears

**CONTRACTOR DUNS Number:** «DUNS»

**CONTRACTOR TAX ID Number:** «TAXID»

**Notices to COUNTY and CONTRACTOR:**

|  |   |
|--|---|
| <p>COUNTY: County of Orange<br/>Health Care Agency<br/>Contract Services<br/>405 West 5th Street, Suite 600<br/>Santa Ana, CA 92701-4637</p> | <p>CONTRACTOR: «LC_PROVIDER» «LC_DBA»<br/>«ADDRESS»<br/>«CITYZIP»<br/>«EMAIL»</p> |
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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:

|    |             |   |
|----|-------------|---|
| 4  | A. ARRA     | American Recovery and Reinvestment Act of 2009                      |
| 5  | B. CalWORKs | California Work Opportunity and Responsibility for Kids             |
| 6  | C. CAP      | Corrective Action Plan  |
| 7  | D. CCC      | California Civil Code   |
| 8  | E. CCR      | California Code of Regulations                                      |
| 9  | F. CES      | Coordinated Entry System  |
| 10 | G. CFR      | Code of Federal Regulations   |
| 11 | H. CHPP     | COUNTY HIPAA Policies and Procedures                                |
| 12 | I. COC      | Continuum of Care   |
| 13 | J. COI      | Certificate of Insurance  |
| 14 | K. CPA      | Certified Public Accountant   |
| 15 | L. DRS      | Designated Record Set   |
| 16 | M. EEOC     | Equal Employment Opportunity Commission                             |
| 17 | N. EOC      | Equal Opportunity Clause  |
| 18 | O. FFS      | Fee For Service   |
| 19 | P. FSC      | Family Solutions Collaborative                                      |
| 20 | Q. FTE      | Full Time Equivalent  |
| 21 | R. GAAP     | Generally Accepted Accounting Principles                            |
| 22 | S. HCA      | County of Orange Health Care Agency                                 |
| 23 | T. HIPAA    | Health Insurance Portability and Accountability Act of 1996, Public |
| 24 |             | Law 104-191   |
| 25 | U. HMIS     | Homeless Management Information System                              |
| 26 | V. HSC      | California Health and Safety Code                                   |
| 27 | W. HUD      | U.S. Department of Housing and Urban Development                    |
| 28 | X. MH       | Mental Health   |
| 29 | Y. MHSA     | Mental Health Services Act  |
| 30 | Z. OCR      | Federal Office for Civil Rights                                     |
| 31 | AA. OIG     | Federal Office of Inspector General                                 |
| 32 | AB. OMB     | Federal Office of Management and Budget                             |
| 33 | AC. OPM     | Federal Office of Personnel Management                              |
| 34 | AD. P&P     | Policy and Procedure  |
| 35 | AE. PA DSS  | Payment Application Data Security Standard                          |
| 36 | AF. PATH    | Projects for Assistance in Transition from Homelessness             |
| 37 | 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. 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           1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures  
2 relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply  
3 with in relation to Covered Individuals performing services under this Contract.

4           2. CONTRACTOR has the option to develop and provide, or make available to,  
5 ADMINISTRATOR copies of its own Compliance Program policies and procedures.  
6 CONTRACTOR's Compliance Program policies and procedures shall be verified by  
7 ADMINISTRATOR's Compliance Department to ensure they include all required elements of the  
8 ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract  
9 prior to implementation. These elements include:

- 10           a. Designation of a Compliance Officer and/or compliance staff.
- 11           b. Written standards, policies and/or procedures.
- 12           c. Compliance related training and/or education program and proof of completion.
- 13           d. Communication methods for reporting concerns to the Compliance Officer.
- 14           e. Methodology for conducting internal monitoring and auditing.
- 15           f. Methodology for detecting and correcting offenses.
- 16           g. Methodology/Procedure for enforcing disciplinary standards.

17           3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of  
18 its own Compliance Program policies and procedures, CONTRACTOR shall comply with  
19 ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to  
20 the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed  
21 acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance  
22 Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary,  
23 complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

24           4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall  
25 submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and  
26 procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's  
27 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not  
28 exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance  
29 Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the  
30 HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing  
31 required elements and CONTRACTOR shall revise its Compliance Program to meet  
32 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
33 Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

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

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

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

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

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

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

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

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

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

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

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

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

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

32 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
33 breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the  
34 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**

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

1 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an  
2 acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the  
3 right to 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 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
36 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR  
37 shall document that costs are reasonable and allowable and directly or indirectly related to the services

1 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if  
2 any.

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

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

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

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

25  
26 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
27 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
28 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
29 knowledge and belief, costs reimbursed through this Contract are reasonable and  
30 allowable and directly or indirectly related to the services provided and that this Cost  
31 Report is a true, correct, and complete statement from the books and records of  
32 (provider name) in accordance with applicable instructions, except as noted. I also  
33 hereby certify that I have the authority to execute the accompanying Cost Report.

34  
35 Signed \_\_\_\_\_  
36 Name \_\_\_\_\_  
37 Title \_\_\_\_\_

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.

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment

1 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the  
2 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
3 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification  
4 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to  
5 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.  
6 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,  
7 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the  
8 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph  
9 shall be void.

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

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

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

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

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

34 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
35 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
36 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
37 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

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

14  
15 **XI. DISPUTE RESOLUTION**

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

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

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

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

33 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and  
34 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision  
35 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
36 decision adverse to CONTRACTOR's contentions.

37 //



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

## 8 9 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 19 20 **XIII. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

35 //

36 //

37 //

**XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

//

2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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

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

F. QUALIFIED INSURER

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

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

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

| <u>Coverage</u>  | <u>Minimum Limits</u>                               |
|--|---|
| Commercial General Liability   | \$1,000,000 per occurrence<br>\$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                          |

H. REQUIRED COVERAGE FORMS

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

1 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
2 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

35 //  
36 //  
37 //

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

5 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
 6 CONTRACTOR's monthly invoice.

7 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
 8 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
 9 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
 10

## 11 **XVI. INSPECTIONS AND AUDITS**

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

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

### 26 C. AUDIT RESPONSE

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

32 2. If the audit reveals that money is payable from one Party to the other, that is,  
 33 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
 34 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
 35 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
 36 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
 37 //

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
2 amount not to exceed the reimbursement due COUNTY.

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

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

## 10 **XVII. LICENSES AND LAWS**

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

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

- 23 1. ARRA of 2009.
- 24 2. Trafficking Victims Protection Act of 2000.
- 25 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 26 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 27 5. CCR, Title 17, Public Health.
- 28 6. CCR, Title 22, Social Security.
- 29 7. CFR, Title 42, Public Health.
- 30 8. CFR, Title 45, Public Welfare.
- 31 9. USC Title 42. Public Health and Welfare.
- 32 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 33 11. 42 USC §1857, et seq., Clean Air Act.
- 34 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 35 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 36 14. McKinney-Vento Homeless Assistance Act
- 37



1 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
 2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
 3 Awards.  
 4

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

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

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

16 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
 17 available social media sites) in support of the services described within this Contract, CONTRACTOR  
 18 shall develop social media policies and procedures and have them available to ADMINISTRATOR  
 19 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media  
 20 used to either directly or indirectly support the services described within this Contract. CONTRACTOR  
 21 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
 22 media developed in support of the services described within this Contract. CONTRACTOR shall also  
 23 include any required funding statement information on social media when required by  
 24 ADMINISTRATOR.

25 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
 26 by COUNTY, unless ADMINISTRATOR consents thereto in writing.  
 27

28 **XIX. MAXIMUM OBLIGATION**

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

31 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
 32 percent (10%) of funding for this Agreement.  
 33

34 **XX. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
 36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
 37 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or

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

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

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

## 11 **XXI. NONDISCRIMINATION**

### 12 **A. EMPLOYMENT**

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

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

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

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

33 5. All solicitations or advertisements for employees placed by or on behalf of  
 34 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
 35 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
 36 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
 37

1 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
2 shall be deemed fulfilled by use of the term EOE.

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

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

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

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

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

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

3 b. Throughout the problem resolution and grievance and appeals process, Participant  
4 rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any  
5 point in the process.

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

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

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

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

25  
26 **XXII. NOTICES**

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

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

32 2. When faxed, transmission confirmed;

33 3. When sent by E-Mail; or

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

36 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
37 this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
2 Parcel Service, or any other expedited delivery service.

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

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

9  
10 **XXIII. NOTIFICATION OF DEATH**

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

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

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

19 2. WRITTEN NOTIFICATION

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

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

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

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

32  
33 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

37 //

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

5  
 6 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

20  
 21 **XXVI. PAYMENT CARD COMPLIANCE**

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

30  
 31 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
 36 which claims are submitted for reimbursement under this Contract and the charges thereto. Such  
 37 //

1 records shall include, but not be limited to, individual housing plans, case management plans and  
2 utilization review records.

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

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

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

17        C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR  
18 shall maintain participant records and must establish and implement written record management  
19 procedures.

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

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

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

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

35            1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit  
36 or site visit.

37 //

1 2. Provide auditor or other authorized individuals access to documents via a computer  
2 terminal.

3 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
4 requested.

5  
6 **XXVIII. RESEARCH AND PUBLICATION**

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

10  
11 **XXIX. REVENUE**

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

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

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

23  
24 **XXX. SEVERABILITY**

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

30  
31 **XXXI. SPECIAL PROVISIONS**

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

- 34 1. Making cash payments to intended recipients of services through this Contract.
- 35 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
36 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
37 use of appropriated funds to influence certain federal contracting and financial transactions).



- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
- 4 Directors or governing body.
- 5 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 6 body for expenses or services.
- 7 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 9 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 10 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 11 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 12 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 13 8. Severance pay for separating employees.
- 14 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 15 codes and obtaining all necessary building permits for any associated construction.
- 16 10. Supplanting current funding for existing services.
- 17 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 18 shall not use the funds provided by means of this Contract for the following purposes:
- 19 1. Funding travel or training (excluding program-related mileage or parking).
- 20 2. Making phone calls outside of the local area unless documented to be directly for the
- 21 purpose of Participant care.
- 22 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 23 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 24 contribute to the quality of services to be provided pursuant to this Contract.
- 25 5. Purchasing or improving land, including constructing or permanently improving any
- 26 building or facility, except for tenant improvements.
- 27 6. Providing inpatient hospital services or purchasing major medical equipment.
- 28 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 29 funds (matching).
- 30 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 31 CONTRACTOR's Participants outside of program Scope of Services.

32  
33 **XXXII. STATUS OF CONTRACTOR**

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
35 wholly responsible for the manner in which it performs the services required of it by the terms of this  
36 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
37 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
2 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
3 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
4 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
5 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
6 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
7 shall not be considered in any manner to be COUNTY's employees.

### 8 9 **XXXIII. TERM**

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

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

### 18 19 **XXXIV. TERMINATION**

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

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

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

1 C. CONTINGENT FUNDING

2 1. Any obligation of COUNTY under this Contract is contingent upon the following:

3 a. The continued availability of federal, state and County funds for reimbursement of  
4 COUNTY's expenditures, and

5 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
6 approved by the Orange County Board of Supervisors.

7 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
8 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to  
9 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
10 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

37 //

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

5 **XXXV. THIRD PARTY BENEFICIARY**

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

9  
10 **XXXVI. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
12 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
13 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
14 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
15 Contract.

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

3  
4  
5 «UC\_PROVIDER» «UC\_DBA»  
6

7  
8 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
9

10 TITLE: \_\_\_\_\_  
11

12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
13

14 TITLE: \_\_\_\_\_  
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16  
17

18 COUNTY OF ORANGE  
19

20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
22

23 HEALTH CARE AGENCY  
24  
25

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

30  
31 BY:  \_\_\_\_\_ DATED: 1/22/2021  
32  
33

34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
2 TO THE CONTRACT FOR PROVISION OF  
3 COVID-19 HOMELESSNESS PREVENTION SERVICES  
4 IN THE «SPA» SPA  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 «UC\_PROVIDER» «UC\_DBA»  
9 JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

10  
11 **I. COMMON TERMS AND DEFINITIONS**

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

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

16 2. Assist OC is an online application portal that facilitates direct financial payment assistance  
17 in the form of ACH transfers of funds to landlords and utility companies for households who meet the  
18 eligibility criteria, as confirmed by vendor’s case management staff. Assist OC also has robust analytics  
19 and reporting capabilities that will support the County’s efforts in data reporting to the U.S. Department  
20 of the Treasury for the ERA Program.

21 3. Applicant means a household that is interested in receiving financial assistance from the  
22 ERA Program and is completing initial screening and intake at the Virtual Front Door with 211OC  
23 through an online portal or a call center representative. Applicants have not been confirmed as eligible  
24 Participants.

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

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

36 6. Data Collection System means software designed for collection, tracking and reporting  
37 outcomes data for Participants enrolled in the Homeless Prevention Service Programs. The primary data

1 collection system utilized is the Homeless Management Information System (HMIS). Additionally, the  
2 CONTRACTOR may utilize additional Data Collection Systems such as Assist OC, an online  
3 application portal that facilitates direct financial payment assistance in the form of ACH transfers of  
4 funds.

5 7. ERA Program stands for Emergency Rental Assistance Program and is being administered  
6 by the U.S. Department of the Treasury to assist household that are unable to pay rent and utilities due  
7 to the COVID-19 pandemic.

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

12 9. Information and Referrals refers to the provision of information on community, social,  
13 health and government programs in the community that address the needs of Applicants contacting the  
14 Virtual Front Door. This may include information to access community health clinics, food pantries,  
15 support groups, etc.

16 10. Intake means the initial meeting between a Participant and CONTRACTOR's staff and  
17 includes an evaluation to determine if the Participant meets program criteria and is willing to seek  
18 services.

19 11. Participant means an individual, family or household, referred by the Virtual Front Door or  
20 enrolled in CONTRACTOR's program for services under the Agreement, who are unable to pay rent  
21 and utilities due to the COVID-19 pandemic.

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

25 13. Referral means providing the effective connection of a Participant to another service, when  
26 indicated; with follow-up to be provided within five (5) working days to assure that the Participant has  
27 made linkage to the referred service.

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

32 15. Virtual Front Door will be managed by 2-1-1 Orange County and will be comprised of call  
33 center staffing and an online web portal to complete initial screening and intake prior to referral to the  
34 CONTRACTOR. Information collected through the Virtual Front Door will be entered into HMIS and  
35 be shared with the CONTRACTOR for efficiencies in the process. Additionally, the Virtual Front Door  
36 will provide Information and referral Services to address other needs the Applicant may need.

37 //

1 16. U.S. Department of the Treasury is a department of the federal government that manages  
 2 federal finances by collecting taxes and paying bills and also managing currency, government accounts  
 3 and public debt. Additionally, the U.S. Department of the Treasury is administering the ERA Program.

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

## 6 7 **II. BUDGET**

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

|                          | <u>TOTAL</u> |
|--------------------------|--------------|
| PROGRAM COSTS            |              |
| Salaries                 |              |
| Benefits                 |              |
| Services & Supplies      |              |
| Subcontractors           |              |
| Start-up Costs           |              |
| SUBTOTAL PROGRAM COSTS   |              |
| TOTAL GROSS COSTS        |              |
| REVENUE                  |              |
| TOTAL REVENUE            |              |
| TOTAL MAXIMUM OBLIGATION |              |

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

36 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
 37 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type



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

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

### 6 7 **III. PAYMENTS**

8 A. COUNTY shall pay CONTRACTOR biweekly, in arrears. All payments are interim payments  
9 only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement  
10 for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;  
11 provided, however, the total of such payments do not exceed the Maximum Obligation as specified in  
12 the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are  
13 reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its  
14 discretion, pay supplemental invoices. COUNTY reserves the right to make advance payments.

15 1. In support of the biweekly invoices, CONTRACTOR shall submit an Expenditure and  
16 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.  
17 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
18 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

19 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
20 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may  
21 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the  
22 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost  
23 incurred by CONTRACTOR.

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

29 B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR  
30 and provide such information as is required by ADMINISTRATOR. Invoices are due biweekly.  
31 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days  
32 after receipt of the correctly completed invoice.

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

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

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

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

#### 6 7 **IV. REPORTS**

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

#### 10 **B. FISCAL**

11 1. CONTRACTOR shall submit biweekly Expenditure and Revenue Reports to  
12 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
13 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
14 in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by  
15 ADMINISTRATOR with invoices for payment processing. If an extension is approved by  
16 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

24 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
25 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a  
26 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A  
27 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or  
28 termination date and any other pertinent information as may be required by ADMINISTRATOR. The  
29 reports will be received by ADMINISTRATOR biweekly upon submittal of invoices. If an extension is  
30 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

37 //

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

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

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

## 13 **V. SERVICES**

### 14 **A. SCOPE OF SERVICES**

#### 15 **1. Overview**

16 a. The U.S. Department of Treasury is administering the Emergency Rental Assistance  
 17 (ERA) Program that makes available \$25 billion to assist household that are unable to pay rent and  
 18 utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories,  
 19 local governments, and Indian tribes with populations of more than 2,000 persons. Grantees must use  
 20 the funds to provide assistance to eligible households through existing or newly created rental assistance  
 21 programs. The County of Orange has been awarded \$64,265,025 to provide ERA Program to the  
 22 residents of Orange County. The Cities of Anaheim, Santa Ana, and Irvine will also be awarded funding  
 23 under the ERA Program. As such, Applicants interested in accessing ERA Program who reside in the  
 24 Cities of Anaheim, Santa Ana, and Irvine must be redirected to those cities’ application process.  
 25

26 b. The purpose of this Contract is for the CONTRACTOR to serve as the Regional Provider  
 27 in the North/Central/South SPA in support of the COUNTY’s implementation of the ERA Program in  
 28 coordination with the two other contractors in the remaining SPAs and the contractor for the Virtual  
 29 Front Door.

#### 30 **2. Program Description Summary**

31 a. The ERA Program is to provide no less than 90 percent of awarded funds for direct  
 32 financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home  
 33 energy costs arrears, and other expenses related to housing. A maximum of 10 percent of ERA Program  
 34 funds are available for housing stability services, including case management and other services  
 35 intended to keep households stably housed, and administrative costs. Funds generally expire on  
 36 December 31, 2021.

37 //

1           b. The COUNTY's implementation of the ERA Program aims earmarked funding for each  
2 SPA – North SPA at 35 percent, Central SPA at 45 percent and South SPA at 20 percent – to ensure  
3 appropriate and equitable access across the County based on 98 percent of the ERA Program allocation  
4 to the County. The COUNTY will retain the remaining two (2) percent of the ERA Program for the  
5 Administrative Costs related to the ERA Program, including the establishing of the Virtual Front Door.

6           c. The COUNTY's ERA program will incorporate a Virtual Front Door that will serve as  
7 a centralized access point for residents of Orange County, excluding the cities of Anaheim, Santa Ana  
8 and Irvine, who are interested in receiving financial assistance from the ERA Program and is completing  
9 initial screening and intake. The CONTRACTOR will receive referrals from the Virtual Front Door and  
10 work with the Applicant household to verify eligibility requirements through the collection and review  
11 of proof of rental arrears and past due utilities. Through this process, the vendors will make a  
12 determination of financial assistance and facilitate payment directly to the landlord and/or utility  
13 company. Additionally, the vendor may continue to provide housing stabilization services to  
14 Participants that may benefit from additional assistance or connection to supportive services.

15           d. The CONTRACTOR will be subcontracting with OC United Way (OCUW) to function  
16 as the conduit to provide financial payments to landlords, utility companies, and as necessary to the  
17 applicant household. Through other initiatives and efforts including those related to the COVID-19  
18 pandemic, OCUW has established relationships and a mechanism to facilitate electronic payment to  
19 landlords and utility companies that would streamline payment and support the ERA Program  
20 operations. OCUW launched Assist OC, an online application portal that facilitates direct financial  
21 payment assistance in the form of ACH transfers of funds to landlords and utility companies for  
22 households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist  
23 OC also has robust analytics and reporting capabilities that will support the County's efforts in data  
24 reporting to the U.S. Department of the Treasury for the ERA Program.

25           e. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services  
26 and consistent with the requirements of the ERA Program implement this program in the  
27 North/Central/South SPA.

### 28           3. Eligible Population to be Served

29           a. The CONTRACTOR is to receive Applicant referrals from the Virtual Front Door who  
30 reside in the North/Central/South SPA who completed the preliminary screening and intake.

31           b. The CONTRACTOR is to confirm eligibility and review of supporting forms for  
32 Applicants to ensure they meet the "eligible household" criteria as established by the U.S. Department  
33 of the Treasury to access the ERA program.

34           c. Eligible households are defined as a renter household in which at least one or more  
35 individuals meets the following criteria:

36           i. Qualified for unemployment or has experienced a reduction in household income,  
37 incurred significant costs, or experienced a financial hardship due to COVID-19;

1 ii. Demonstrates a risk of experiencing homelessness or housing instability; and  
2 iii, Has a household income at or below 80 percent of the area median income.  
3 Reference Attachment # for the area median income in Orange County as calculated and published by  
4 the State of California Department of Housing and Community Development on April 30, 2020.

5 iv. The COUNTY reserves the right to incorporate additional local priorities or  
6 eligibility criteria to the PROGRAM with the goal of assisting Participants at highest risk of becoming  
7 homeless and/or ensuring timely spending of the ERA Program funds.

8 d. Rental assistance provided to an eligible household should not be duplicative of any  
9 other federally funded rental assistance provided to such household.

10 e. Eligible households that include an individual who has been unemployed for the 90  
11 days prior to application for assistance and households with income at or below 50 percent of the area  
12 median income are to be prioritized for assistance.

13 f. Household income is determined as either the household’s total income for calendar  
14 year 2020 or the household’s monthly income at the time of application. For household incomes  
15 determined using the latter method, income eligibility must be redetermined every three (3) months.

16 4. Referrals

17 a. The CONTRACTOR will work with the COUNTY and the Virtual Front Door to  
18 develop and implement the referral process for eligible Participants to access the ERA Program. The  
19 referral process at minimum will include the transfer of information from the Virtual Front Door to the  
20 CONTRACTOR through the use of HMIS and other secure technologies on a daily basis or a frequency  
21 agreed upon by the CONTRACTOR and the COUNTY.

22 5. Use of Funds

23 a. The funds allocated to the CONTRACTOR through this Contract will support Staffing  
24 and Operation Costs related to the implementation of the ERA Program and financial assistance to the  
25 Participants that are unable to pay rent and utilities due to the COVID-19 pandemic.

26 b. Participants may receive a maximum of \$10,000 of financial assistance that may cover  
27 up to 12 months of assistance, plus an additional three (3) months if the CONTRACTOR determines the  
28 extra months are needed to ensure housing stability. The payment of existing housing-related arrears  
29 that could result in eviction of an eligible household is prioritized. Assistance must be provided to  
30 reduce an eligible household’s rental arrears before the household may receive assistance for future rent  
31 payments. Once a household’s rental arrears are reduced, CONTRACTORS may only commit to  
32 providing future assistance for up to three months at a time. Participants may not reapply for additional  
33 assistance once the maximum \$10,000 of financial assistance through the ERA program is reached.

34 c. The PROGRAM will also promote connections to service providers, increased housing  
35 stability and increased access to benefits and employment resources as needed. Services and operations  
36 shall be low-barrier and promote an engagement rich environment in which Participants at-risk of  
37 experiencing homelessness make connections to supportive services and stable housing.

1 B. PROGRAM DESCRIPTION

2 1. Essential Requirements – CONTRACTOR shall:

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

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

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

13 d. The Contractor shall maintain a central office that shall be designed to administer rental  
14 assistance

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

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

19 g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract  
20 complete training on confidentiality and compliance to ensure appropriate safeguards are in place to  
21 maintain Applicant information and PII private, confidential, secure, etc. Additionally, all  
22 CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any PII  
23 from any Applicant outside of facilitating the ERA program.

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

26 2. Administrative Management Tasks – CONTRACTOR shall:

27 a. Work in partnership with the COUNTY to deliver the services as outlined in the  
28 PROGRAM by being responsive to the needs of the household eligible for services.

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

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

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

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

37 //

1 f. Coordinate with COUNTY agencies, the Orange County CoC and community-based  
2 organizations on administrative functions such as ERA Program operations meetings, as necessary and  
3 appropriate. This should incorporate technology solutions such as teleconferencing and  
4 videoconferencing as precautionary measures to limit the community spread and exposure to COVID-  
5 19.

6 g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines  
7 developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as  
8 applicable.

9 3. Homelessness Prevention Assistance Operations – The CONTRACTOR will be responsible  
10 for the provision of Homelessness Prevention Assistance Services utilizing the ERA Program funding  
11 for the residents of the North/Central/South SPA in Orange County. On an ongoing basis, the  
12 CONTRACTOR will:

13 a. Conduct an initial assessment to determine the Participant’s risk factors in becoming  
14 homeless if an intervention is not provided. The assessment should provide the opportunity for  
15 prioritizing the Applicants with the greatest need. The assessment will be identified and/or developed in  
16 partnership with the COUNTY.

17 b. Conduct an income evaluation to determine that each household has an annual income  
18 below 80 percent Area Median Income (AMI), in accordance with funding requirements. This may  
19 include documentation of financial hardships, reduction in the household income or incurred significant  
20 costs due to the COVID-19 pandemic.

21 c. Conduct an evaluation to determine each Applicant’s eligibility and types and amounts  
22 of financial assistance needed to regain stability in permanent housing. This includes a review of  
23 collected documents that indicate past due utilities and rental arrears and ensuring there is no duplication  
24 of benefits or federal assistance. The CONTRACTOR will make a determination of the level of  
25 financial assistance the Participant is to receive up to a maximum of \$10,000 per household.

26 d. Provide outreach to landlord on behalf of Participants and negotiate financial payment,  
27 as needed, in the event that rental arrears surpass the \$10,000 maximum of financial assistance. The  
28 CONTRACTOR should support the landlord and Participant in coming to an agreement that support’s  
29 the Participants ongoing housing stability.

30 e. Communicate with SUBCONTRACTOR, OC United Way, the total financial  
31 assistance payment that is to be made to the landlord and/or utility company. Payments will be made  
32 directly to landlords and/or utility companies in the form of ACH transfer of funds. In the event that a  
33 landlord is not cooperative or interested, the CONTRACTOR will continue to work with the Participant  
34 to identify other solutions that promote housing stability and prevent homelessness.

35 f. Conduct re-evaluations for eligibility and types and amounts of assistance needed at  
36 least once every three (3) months, if ongoing assistance is being provided to the Participant.

37 //

1 g. Provide case management and housing stabilization services to Participants that may  
2 benefit from additional assistance or connection to supportive services. This may include developing a  
3 plan to assist the Participant in retaining their housing, including assessment of income and expenses,  
4 benefits assistance, and connection to employment resources.

5 h. Work with community agencies, faith-based organizations and other stakeholders to  
6 promote further awareness of the ERA Program via development of an outreach campaign.

### 7 C. PERFORMANCE MEASURES AND MONITORING

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

9 a. CONTRACTOR will assist a minimum of \_\_\_\_\_ eligible households by providing a  
10 maximum of \$10,000 in financial assistance to address rental arrears and past due utilities. As some  
11 households will not have documented need for the maximum assistance, the total number of households  
12 served will likely increase.

13 b. CONTRACTOR will make first contact with households within three (3) business days  
14 of received referral from the virtual access point.

15 c. CONTRACTOR complete eligibility verification process within five (5) business days  
16 of first meeting with household.

17 d. CONTRACTOR make payment to the landlord and/or utility company within fourteen  
18 (14) days of financial assistance determination. The CONTRACTOR will remain in communication  
19 with the Participants and make notifications in regards to the status of the financial payment to the  
20 landlord and/or utility company. Additionally, the CONTRACTOR will obtain receipt from landlord  
21 and/or utility company confirming payment of arrears.

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

28 3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with  
29 the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY  
30 shall report the findings of each monitoring to Operator.

### 31 D. REPORTING REQUIREMENTS

32 1. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a  
33 form acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following  
34 month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the  
35 COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program  
36 linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data  
37 collection, management, and reporting standards and used to collect participant-level data



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

- 3 a. Number of eligible households that receive assistance;
- 4 b. Composition of the households – demographics, size and type;
- 5 c. Acceptance rate of applicants for assistance;
- 6 d. Types of assistance provided to each household;
- 7 e. Financial assistance expenditures;
- 8 f. Average amount of funding provided per household;
- 9 g. Incomes of eligible household by income tier – less than or equal to 30 percent AMI,  
10 between 30 to 50 percent AMI, between 50 to 80 percent AMI;
- 11 h. Length of assistance, including Average number of monthly rental and utility payments  
12 that each household receive; and
- 13 i. Number of Participants exits and exit types.

14 E. FILE MAINTENANCE AND DOCUMENTATION

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

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

- 20 3. Records providing a full description of each activity undertaken.
- 21 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- 22 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 23 6. Annual Audit Submission: Independent audits to be performed by a Certified Public

24 Accountant, which shall include an audit of funds received from the COUNTY, in accordance with  
25 applicable regulatory requirements. Copies of each required audit report must be provided to the  
26 COUNTY within thirty (30) days after the date received by the Operator.

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

33  
34 **VI. STAFFING**

35 A. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
36 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities  
37 are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the

1 qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not  
 2 limited to the following:

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

14 B. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-  
 15 Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be  
 16 equal to an average of forty (40) hours work per week.

| PROGRAM                | <u>FTEs</u> |
|------------------------|-------------|
|                        |             |
| SUBTOTAL PROGRAM       |             |
| SUBCONTRACTOR          |             |
|                        |             |
| SUBTOTAL SUBCONTRACTOR |             |
| TOTAL FTEs             |             |

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

5 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
6 Staffing Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B  
TO THE CONTRACT FOR PROVISION OF  
COVID-19 HOMELESSNESS PREVENTION SERVICES  
IN THE «SPA» SPA

BETWEEN  
COUNTY OF ORANGE  
AND

«UC\_PROVIDER» «UC\_DBA»

JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

**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.

1 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil  
2 Code§ 1798.3(a).

3 9. "Required by law" means a mandate contained in law that compels an entity to make a use  
4 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court  
5 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental  
6 or tribal inspector general, or an administrative body authorized to require the production of  
7 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of  
8 participation with respect to health care providers participating in the program, and statutes or  
9 regulations that require the production of information, including statutes or regulations that require such  
10 information if payment is sought under a government program providing public benefits.

11 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,  
12 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or  
13 interference with system operations in an information system that processes, maintains or stores PI.

14 B. TERMS OF CONTRACT

15 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
16 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
17 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract  
18 provided that such use or disclosure would not violate the California Information Practices Act (CIPA)  
19 if done by the COUNTY.

20 2. Responsibilities of CONTRACTOR

21 CONTRACTOR agrees:

22 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or  
23 required by this Personal Information Privacy and Security Contract or as required by applicable state  
24 and federal law.

25 b. Safeguards. To implement appropriate and reasonable administrative, technical, and  
26 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect  
27 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use  
28 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and  
29 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and  
30 security program that include administrative, technical and physical safeguards appropriate to the size  
31 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which  
32 incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its  
33 current policies upon request.

34 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data  
35 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing  
36 DHCS PI and PII. These steps shall include, at a minimum:

37 //

1 1) Complying with all of the data system security precautions listed in Paragraph E of  
2 the Business Associate Contract, Exhibit B to the Contract; and

3 2) Providing a level and scope of security that is at least comparable to the level and  
4 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,  
5 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
6 automated information systems in Federal agencies.

7 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
8 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
9 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health  
10 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the  
11 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and  
12 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,  
13 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State  
14 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to  
15 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides  
16 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that  
17 apply to CONTRACTOR with respect to such information.

18 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
19 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
20 subcontractors in violation of this Personal Information Privacy and Security Contract.

21 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
22 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
23 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the  
24 disclosure of DHCS PI or PII to such subcontractors or other agents.

25 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
26 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
27 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives  
28 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
29 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including  
30 employees, contractors and agents of its subcontractors and agents.

31 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the  
32 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the  
33 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS  
34 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such  
35 breach to the affected individual(s).

36 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR  
37 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

1 or security incident. CONTRACTOR agrees to give notification of any breach of unsecured DHCS PI  
2 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit  
3 B to the Contract.

4 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
5 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
6 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
7 communicating on security matters with the COUNTY.

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1 EXHIBIT C  
 2 TO THE CONTRACT FOR PROVISION OF  
 3 COVID-19 HOMELESSNESS PREVENTION SERVICES  
 4 IN THE «SPA» SPA  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 «UC\_PROVIDER» «UC\_DBA»  
 9 JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

10  
 11 **I. CERTIFICATION REGARDING ANTI-LOBBYING**

12  
 13 The undersigned certifies, to the best of his or her knowledge and belief, that:

14  
 15 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the  
 16 undersigned, to any person for influencing or attempting to influence an officer or employee of an  
 17 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of  
 18 Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the  
 19 making of any Federal loan, the entering into of any cooperative agreement, and the extension,  
 20 continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative  
 21 agreement.

22 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person  
 23 for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,  
 24 an officer or employee of Congress, or an employee of a Member of Congress in connection with this  
 25 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit  
 26 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27 The undersigned shall require that the language of this certification be included in the award documents  
 28 for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and  
 29 cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

30  
 31 This certification is a material representation of fact upon which reliance was placed when this  
 32 transaction was made or entered into. Submission of this certification is a prerequisite for making or  
 33 entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file  
 34 the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than  
 35 \$100,000 for each such failure.

36 The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement  
 37 of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the



1 provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to  
2 this certification and disclosure, if any.

3  
4 \_\_\_\_\_

5 Signature of Contractor's Authorized Official                      Date

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7 Name and Title of Contractor's Authorized Official

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## Attachment A

### Orange County's Area Median Income (AMI)

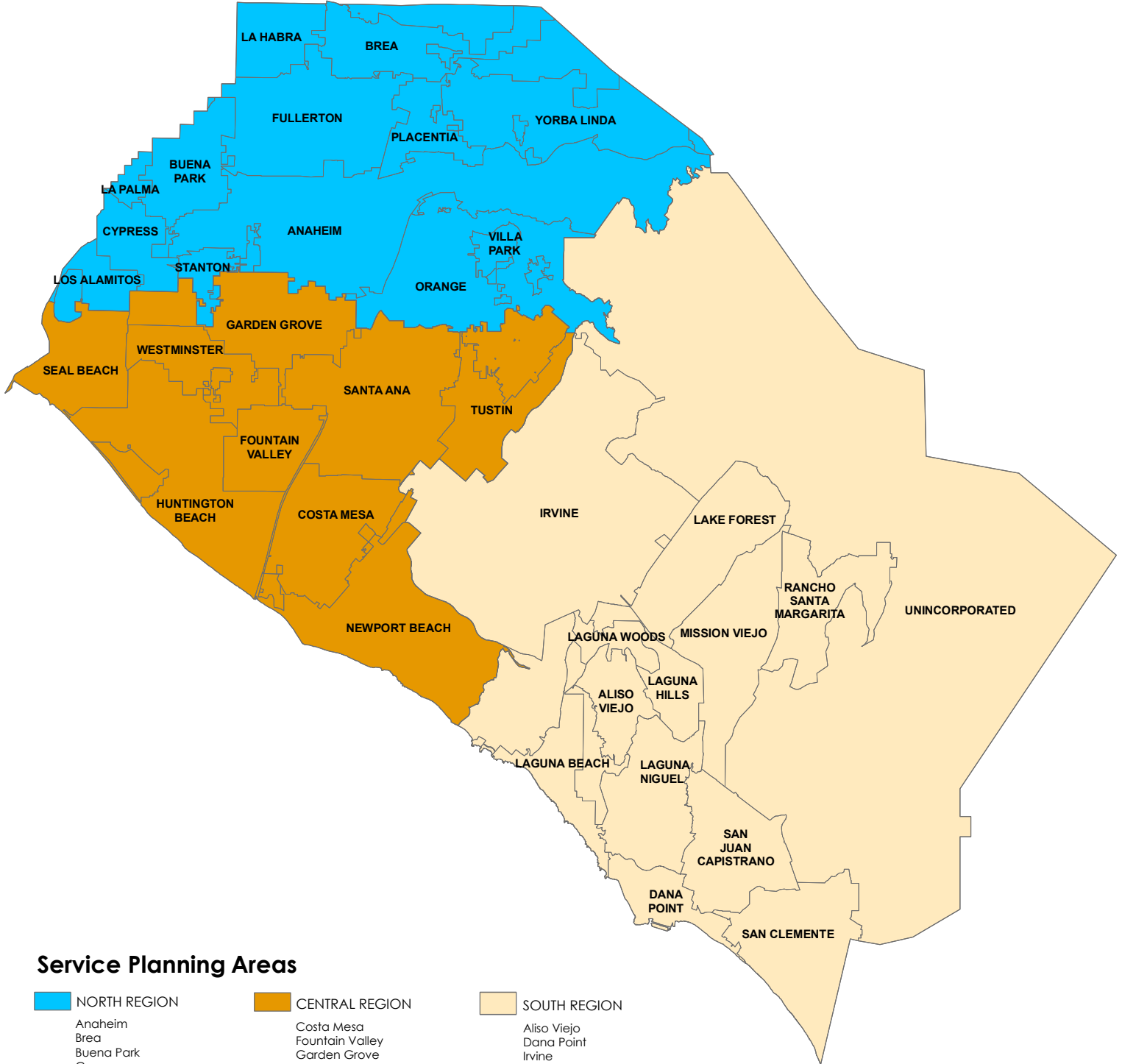
The AMI in Orange County is calculated and published by the State of California Department of Housing and Community Development on April 30, 2020, is as follows:

| AMI Level  | Household Size |          |          |           |           |           |           |           |
|--|----------------|----------|----------|-----------|-----------|-----------|-----------|-----------|
|  | 1              | 2        | 3        | 4         | 5         | 6         | 7         | 8         |
| <b>Extremely Low Income</b><br>less than 30% AMI | \$26,950       | \$30,800 | \$34,650 | \$38,450  | \$41,550  | \$44,650  | \$47,700  | \$50,800  |
| <b>Very Low Income</b><br>30 to 50 % AMI         | \$44,850       | \$51,250 | \$57,650 | \$64,050  | \$69,200  | \$74,300  | \$79,450  | \$84,550  |
| <b>Low Income</b><br>50% to 80% AMI              | \$71,750       | \$82,000 | \$92,250 | \$102,450 | \$110,650 | \$118,850 | \$127,050 | \$135,250 |

# ATTACHMENT B



# County of Orange Service Planning Areas



## Service Planning Areas

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|---|---|--|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #00bfff; border: 1px solid black; margin-right: 5px;"></span> NORTH REGION   | <span style="display: inline-block; width: 15px; height: 15px; background-color: #e69a00; border: 1px solid black; margin-right: 5px;"></span> CENTRAL REGION   | <span style="display: inline-block; width: 15px; height: 15px; background-color: #f4c49e; border: 1px solid black; margin-right: 5px;"></span> SOUTH REGION  |
| <ul style="list-style-type: none"> <li>Anaheim</li> <li>Brea</li> <li>Buena Park</li> <li>Cypress</li> <li>Fullerton</li> <li>La Habra</li> <li>La Palma</li> <li>Los Alamitos</li> <li>Orange</li> <li>Placentia</li> <li>Stanton</li> <li>Villa Park</li> <li>Yorba Linda</li> <li>County Unincorporated</li> </ul> | <ul style="list-style-type: none"> <li>Costa Mesa</li> <li>Fountain Valley</li> <li>Garden Grove</li> <li>Huntington Beach</li> <li>Newport Beach</li> <li>Santa Ana</li> <li>Seal Beach</li> <li>Tustin</li> <li>Westminster</li> <li>County Unincorporated</li> </ul> | <ul style="list-style-type: none"> <li>Aliso Viejo</li> <li>Dana Point</li> <li>Irvine</li> <li>Laguna Beach</li> <li>Laguna Hills</li> <li>Laguna Niguel</li> <li>Laguna Woods</li> <li>Lake Forest</li> <li>Mission Viejo</li> <li>Rancho Santa Margarita</li> <li>San Clemente</li> <li>San Juan Capistrano</li> <li>County Unincorporated</li> </ul> |