

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: \$22,492,759

Basis for Reimbursement: Actual Cost

Payment Method: Biweekly in Arrears

CONTRACTOR DUNS Number: 55-589-0946

CONTRACTOR TAX ID Number: 33-0147739

Notices to COUNTY and CONTRACTOR:

<p>COUNTY: County of Orange Health Care Agency Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637</p>	<p>CONTRACTOR: Fullerton Interfaith Emergency Services dba Pathways of Hope PO Box 6326 Fullerton, CA 92834 dgillanders@pohoc.org</p>
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I. ACRONYMS

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

5

A. ARRA American Recovery and Reinvestment Act of 2009

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B. CalWORKs California Work Opportunity and Responsibility for Kids

7

C. CAP Corrective Action Plan

8

D. CCC California Civil Code

9

E. CCR California Code of Regulations

10

F. CES Coordinated Entry System

11

G. CFR Code of Federal Regulations

12

H. CHPP COUNTY HIPAA Policies and Procedures

13

I. COC Continuum of Care

14

J. COI Certificate of Insurance

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K. CPA Certified Public Accountant

16

L. DRS Designated Record Set

17

M. EEOC Equal Employment Opportunity Commission

18

N. EOC Equal Opportunity Clause

19

O. FFS Fee For Service

20

P. FSC Family Solutions Collaborative

21

Q. FTE Full Time Equivalent

22

R. GAAP Generally Accepted Accounting Principles

23

S. HCA County of Orange Health Care Agency

24

T. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

25

U. HMIS Homeless Management Information System

27

V. HSC California Health and Safety Code

28

W. HUD U.S. Department of Housing and Urban Development

29

X. MH Mental Health

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Y. MHSA Mental Health Services Act

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Z. OCR Federal Office for Civil Rights

32

AA. OIG Federal Office of Inspector General

33

AB. OMB Federal Office of Management and Budget

34

AC. OPM Federal Office of Personnel Management

35

AD. P&P Policy and Procedure

36

AE. PA DSS Payment Application Data Security Standard

37

AF. PATH Projects for Assistance in Transition from Homelessness

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

13

14

II. ALTERATION OF TERMS

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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.

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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.

22

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III. ASSIGNMENT OF DEBTS

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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.

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IV. COMPLIANCE

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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.

37 //

1 //

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

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

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

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

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

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

1 Program and contact information for the ADMINISTRATOR’s Compliance Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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2 **V. CONFIDENTIALITY**

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

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

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

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

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

24
25 **VI. CONFLICT OF INTEREST**

26 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
27 that could result in a conflict with COUNTY interests. This obligation shall also apply to
28 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated
29 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but
30 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,
31 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or
32 other considerations which could be deemed to influence or appear to influence COUNTY staff or
33 elected officers in the performance of their duties.

34
35 **VII. CORRECTIVE ACTION PLAN**

36 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
37 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject

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

7 8 **VIII. COST REPORT**

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

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

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

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

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

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

36 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
37 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR

1 shall document that costs are reasonable and allowable and directly or indirectly related to the services
2 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
3 any.

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

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

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

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

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

35
36 Signed _____
37 Name _____

1 Title _____
 2 Date _____ "

3
 4 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

5 A. CONTRACTOR certifies that it and its principals:

6 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
 7 voluntarily excluded, or placed on any such lists, by any federal department or agency.

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

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

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

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

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

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

29
 30 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

36 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as
 37 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new

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

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

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

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

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

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

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

1 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

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

15 16 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

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

9
10 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

20
21 **XIII. EQUIPMENT**

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

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

1 purchased asset in an Equipment inventory.

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

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

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

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

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

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

24 25 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

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

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2 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

9 F. QUALIFIED INSURER

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

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

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

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

36 H. REQUIRED COVERAGE FORMS

37 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a

1 substitute form providing liability coverage at least as broad.

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

4 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

1 Contract.

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

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

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

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

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

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

21 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

36 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
37 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and

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2 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
3 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

9
10 **XVI. INSPECTIONS AND AUDITS**

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

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

25 **C. AUDIT RESPONSE**

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

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

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

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

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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

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

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

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

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

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

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

28
29 **XIX. MAXIMUM OBLIGATION**

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

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

34
35 **XX. MINIMUM WAGE LAWS**

36 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
37 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the

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

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

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

12 **XXI. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

1 CONTRACTOR either orally or in writing.

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

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

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

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

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

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

26 27 **XXII. NOTICES**

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by E-Mail; or

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

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

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

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

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

11 **XXIII. NOTIFICATION OF DEATH**

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

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

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

20 2. WRITTEN NOTIFICATION

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

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

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

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

34 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

1 //

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

6 7 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

21 22 **XXVI. PAYMENT CARD COMPLIANCE**

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

31 32 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

1 //

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

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

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

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

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

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

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

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

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

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

1 //

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

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

6
7 **XXVIII. RESEARCH AND PUBLICATION**

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

11
12 **XXIX. REVENUE**

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

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

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

24
25 **XXX. SEVERABILITY**

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

31
32 **XXXI. SPECIAL PROVISIONS**

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

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

1 use of appropriated funds to influence certain federal contracting and financial transactions).

2 3. Fundraising.

3 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
4 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
5 Directors or governing body.

6 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
7 body for expenses or services.

8 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
9 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
10 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

11 7. Paying an individual salary or compensation for services at a rate in excess of the current
12 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
13 Schedule may be found at www.opm.gov.

14 8. Severance pay for separating employees.

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

17 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

33 **XXXII. STATUS OF CONTRACTOR**

34
35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
36 wholly responsible for the manner in which it performs the services required of it by the terms of this
37 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

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

9 10 **XXXIII. TERM**

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

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

19 20 **XXXIV. TERMINATION**

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

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

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

1 removes such licensed person from serving persons assisted pursuant to this Contract.

2 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXXV. THIRD PARTY BENEFICIARY

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

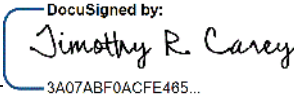
XXXVI. WAIVER OF DEFAULT OR BREACH

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

1 //

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

4
5 FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE

6
7  BY: _____ DATED: 1/22/2021
8
9

10 TITLE: Timothy R. Carey, Treasurer
11

12 BY: _____ DATED: _____
13

14 TITLE: _____
15
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  BY: _____ DATED: 1/22/2021
31
32

33 DEPUTY
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 NORTH SPA
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE
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>
ADMINISTRATION COSTS	
Salaries & Benefits	\$166,710
Services & Supplies	\$71,600
Professional Services Costs	\$15,086
Indirect Costs	<u>\$181,104</u>
SUBTOTAL PROGRAM COSTS	\$434,500
PROGRAM COSTS	
Salaries & Benefits	\$996,500
Rental Assistance Costs	\$20,700,000
Subcontractors	\$507,000
SUBTOTAL PROGRAM COSTS	\$22,203,500
TOTAL GROSS COSTS	\$22,638,000
REVENUE	
TOTAL REVENUE	\$22,638,000
TOTAL MAXIMUM OBLIGATION	\$22,638,000

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

1 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification
2 Request(s) may result in disallowance of those costs.

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

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

10 **III. PAYMENTS**

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

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

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

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

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

37 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source

1 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
2 canceled checks, receipts, receiving records, and records of services provided.

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

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

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

10 11 **IV. REPORTS**

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

14 B. FISCAL

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

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

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

35 D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly
36 reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
37 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR

1 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will
2 be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for
3 CONTRACTOR to respond to request.

4 //

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

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

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

17 18 **V. SERVICES**

19 **A. SCOPE OF SERVICES**

20 **1. Overview**

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

30 b. The purpose of this Contract is for the CONTRACTOR to serve as the Regional Provider
31 in the North SPA in support of the COUNTY’s implementation of the ERA Program in coordination
32 with the two other contractors in the remaining SPAs and the contractor for the Virtual Front Door.

33 **2. Program Description Summary**

34 a. The ERA Program is to provide no less than 90 percent of awarded funds for direct
35 financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home
36 energy costs arrears, and other expenses related to housing. A maximum of 10 percent of ERA Program
37 funds are available for housing stability services, including case management and other services

1 intended to keep households stably housed, and administrative costs. Funds generally expire on
2 December 31, 2021.

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

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

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

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

29 3. Eligible Population to be Served

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

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

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

37

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

3 ii. Demonstrates a risk of experiencing homelessness or housing instability; and

4 iii, Has a household income at or below 80 percent of the area median income.
5 Reference Attachment # for the area median income in Orange County as calculated and published by
6 the State of California Department of Housing and Community Development on April 30, 2020.

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

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

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

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

18 4. Referrals

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

24 5. Use of Funds

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

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

36 c. The PROGRAM will also promote connections to service providers, increased housing
37 stability and increased access to benefits and employment resources as needed. Services and operations

1 shall be low-barrier and promote an engagement rich environment in which Participants at-risk of
2 experiencing homelessness make connections to supportive services and stable housing.

3 B. PROGRAM DESCRIPTION

4 1. Essential Requirements – CONTRACTOR shall:

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

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

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

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

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

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

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

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

28 2. Administrative Management Tasks – CONTRACTOR shall:

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

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

33 c. Track PROGRAM costs and ensure eligibility for payment within the funding
34 requirements.

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

36 e. Coordinate with COUNTY agencies to provide appropriate supportive services to
37 program Participants including but not limited to Health Care Agency (HCA), Social Services Agency

1 (SSA), and OC Community Resources (OCCR).

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

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

10 3. Homelessness Prevention Assistance Operations – The CONTRACTOR will be responsible
11 for the provision of Homelessness Prevention Assistance Services utilizing the ERA Program funding
12 for the residents of the North SPA in Orange County. On an ongoing basis, the 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 g. Provide case management and housing stabilization services to Participants that may

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

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

6 C. PERFORMANCE MEASURES AND MONITORING

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

8 a. CONTRACTOR will assist a minimum of 2,066 eligible households by providing a
9 maximum of \$10,000 in financial assistance to address rental arrears and past due utilities. As some
10 households will not have documented need for the maximum assistance, the total number of households
11 served will likely increase.

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

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

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

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

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

30 D. REPORTING REQUIREMENTS

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

37 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the

1 following:

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

13 E. FILE MAINTENANCE AND DOCUMENTATION

14 1. CONTRACTOR shall prepare all applicable files and perform all administrative

15 management tasks, as indicated in the CONTRACT.

16 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24

17 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this

18 CONTRACT.

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

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

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

22 6. Annual Audit Submission: Independent audits to be performed by a Certified Public

23 Accountant, which shall include an audit of funds received from the COUNTY, in accordance with

24 applicable regulatory requirements. Copies of each required audit report must be provided to the

25 COUNTY within thirty (30) days after the date received by the Operator.

26 7. Retention: Operator shall retain all records pertinent to expenditures incurred under this

27 Contract for a period of five (5) years after the termination of all activities funded under this Contract, or

28 after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable

29 property acquired with funds under this Contract shall be retained for five (5) years after final

30 disposition of such property. Records for any displaced person must be kept for five (5) years after s/he

31 has received final payment.

32

33 **VI. STAFFING**

34 A. CONTRACTOR shall provide effective administrative management of the budget, staffing,

35 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities

36 are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the

37 qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not

1 limited to the following:

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

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

ADMINISTRATION	<u>FTEs</u>
Administrative Assistant	1
Accounting Associate	.50
Executive Director	.15
Director of Programs	.25
Operations Manager	.25
Facilities Manager	.15
Development Manager	.15
SUBTOTAL ADMINISTRATION	2.45
PROGRAM	<u>FTEs</u>
Program Manager	1
Service Navigators	15
Service Navigation Manager	.10
SUBTOTAL PROGRAM	16.10
TOTAL	18.55

35 C. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
 36 Director and other administrative positions, which will include, but not be limited to, an application for
 37 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if

1 applicable), pay rate and evaluations justifying pay increases.

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

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 COVID-19 HOMELESSNESS PREVENTION SERVICES
 4 IN THE NORTH SPA

5
 6 BETWEEN
 7 COUNTY OF ORANGE
 8 AND
 9 FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE
 10 JANUARY 26, 2021 THROUGH DECEMBER 31, 2021
 11

12 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

13 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in
 14 effect or as amended.

15 A. DEFINITIONS

16 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
 17 include a "PII loss" as that term is defined in the CMPPA.

18 2. "Breach of the security of the system" shall have the meaning given to such term under the
 19 California Information Practices Act, Civil Code § 1798.29(d).

20 3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract
 21 between the Social Security Administration and the California Health and Human Services Agency
 22 (CHHS).

23 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
 24 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
 25 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
 26 with performing the functions, activities and services specified in the Contract on behalf of the
 27 COUNTY.

28 5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social
 29 Security Administration (SSA) and DHCS.

30 6. "Notice-triggering Personal Information" shall mean the personal information identified in
 31 Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under
 32 Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name,
 33 identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or
 34 voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in
 35 electronic, paper or any other medium.

36 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
 37 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 NORTH SPA
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE
 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, Fullerton Interfaith Emergency Services dba Pathways of Hope, certifies or affirms
 37 the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

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

3  1/22/2021
4 _____

5 Signature of Contractor's Authorized Official Date
6 Timothy R. Carey, Treasurer

7 Name and Title of Contractor's Authorized Official
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Attachment A

Orange County's Area Median Income (AMI)

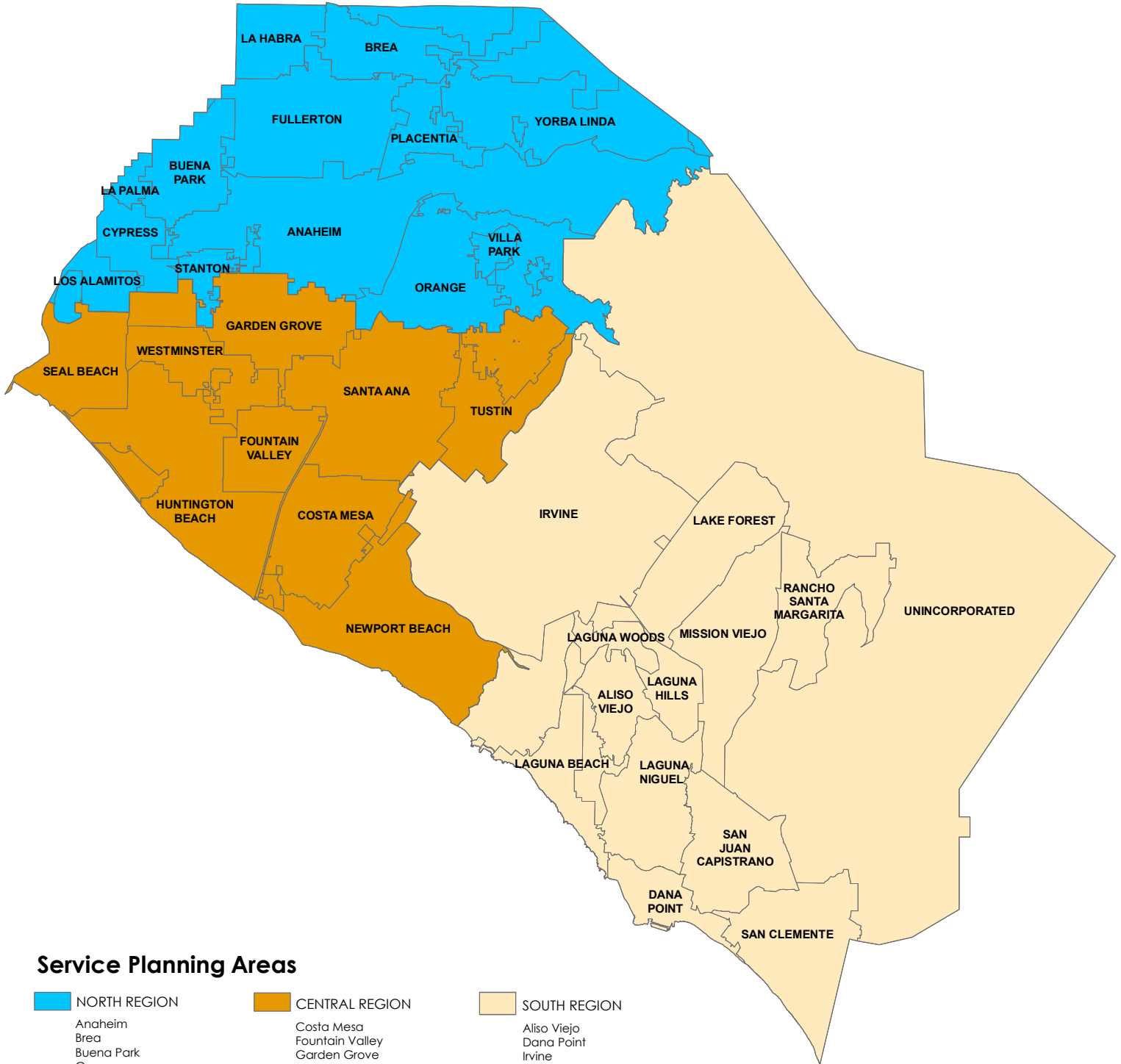
The AMI in Orange County is calculated and published by the State of California Department of Housing and Community Development on April 30, 2020, is as follows:

AMI Level	Household Size							
	1	2	3	4	5	6	7	8
Extremely Low Income less than 30% AMI	\$26,950	\$30,800	\$34,650	\$38,450	\$41,550	\$44,650	\$47,700	\$50,800
Very Low Income 30 to 50 % AMI	\$44,850	\$51,250	\$57,650	\$64,050	\$69,200	\$74,300	\$79,450	\$84,550
Low Income 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

NORTH REGION

- Anaheim
- Brea
- Buena Park
- Cypress
- Fullerton
- La Habra
- La Palma
- Los Alamitos
- Orange
- Placentia
- Stanton
- Villa Park
- Yorba Linda
- County Unincorporated

CENTRAL REGION

- Costa Mesa
- Fountain Valley
- Garden Grove
- Huntington Beach
- Newport Beach
- Santa Ana
- Seal Beach
- Tustin
- Westminster
- County Unincorporated

SOUTH REGION

- Aliso Viejo
- Dana Point
- Irvine
- Laguna Beach
- Laguna Hills
- Laguna Niguel
- Laguna Woods
- Lake Forest
- Mission Viejo
- Rancho Santa Margarita
- San Clemente
- San Juan Capistrano
- County Unincorporated