

1 CONTRACT FOR PROVISION OF
2 COVID-19 HOMELESSNESS PREVENTION SERVICES
3 IN THE SOUTH SPA
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 FAMILY ASSISTANCE MINISTRIES
8 JANUARY 26, 2021 THROUGH DECEMBER 31, 2021
9

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

17 **WITNESSETH:**

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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REFERENCED CONTRACT PROVISIONS

Term: January 26, 2021 through December 31, 2021

Aggregate Maximum Obligation: \$12,853,005

Basis for Reimbursement: Actual Cost

Payment Method: Biweekly in Arrears

CONTRACTOR DUNS Number: 13-400-0368

CONTRACTOR TAX ID Number: 33-0864870

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: Family Assistance Ministries 1030 Calle Negocio San Clemente, CA 92673 elizabetha@family-assistance.org</p>
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I. ACRONYMS

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

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

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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

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

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

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

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

VI. CONFLICT OF INTEREST

23
24
25 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
26 that could result in a conflict with COUNTY interests. This obligation shall also apply to
27 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated
28 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but
29 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,
30 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or
31 other considerations which could be deemed to influence or appear to influence COUNTY staff or
32 elected officers in the performance of their duties.

VII. CORRECTIVE ACTION PLAN

33
34
35 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
36 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
37 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

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

6 7 **VIII. COST REPORT**

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

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

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

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

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

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

35 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
36 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
37 shall document that costs are reasonable and allowable and directly or indirectly related to the services

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

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

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

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

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

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

34
35 Signed _____
36 Name _____
37 Title _____

1 Date _____ "

2
3 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

4 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

28
29 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

14
15 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

37 //

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

8 9 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

19 20 **XIII. EQUIPMENT**

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

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

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

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

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

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

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

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

23 24 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

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

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XV. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

8 F. QUALIFIED INSURER

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

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

17 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
18 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

35 H. REQUIRED COVERAGE FORMS

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

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

9 **XVI. INSPECTIONS AND AUDITS**

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

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

24 C. AUDIT RESPONSE

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

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

37 //

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

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

8
9 **XVII. LICENSES AND LAWS**

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

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

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

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

4
5 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

27
28 **XIX. MAXIMUM OBLIGATION**

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

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

33
34 **XX. MINIMUM WAGE LAWS**

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

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

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

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

11 **XXI. NONDISCRIMINATION**

12 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 26 **XXII. NOTICES**

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

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

32 2. When faxed, transmission confirmed;

33 3. When sent by E-Mail; or

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

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

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

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

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

9
10 **XXIII. NOTIFICATION OF DEATH**

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

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

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

19 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

37 //

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

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

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

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

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

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

20 21 **XXVI. PAYMENT CARD COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

6 **XXVIII. RESEARCH AND PUBLICATION**

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

11 **XXIX. REVENUE**

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

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

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

24 **XXX. SEVERABILITY**

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

31 **XXXI. SPECIAL PROVISIONS**

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

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

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

32 **XXXII. STATUS OF CONTRACTOR**

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

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

8 9 **XXXIII. TERM**

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

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

18 19 **XXXIV. TERMINATION**

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

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

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

1 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

5 **XXXV. THIRD PARTY BENEFICIARY**

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

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

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

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

3
4 FAMILY ASSISTANCE MINISTRIES

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

9 TITLE: CEO _____

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

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17 COUNTY OF ORANGE

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19
20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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

28
29 BY:  _____ DATED: 1/22/2021
30

31 DEPUTY

32
33 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
34 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
35 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
36 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
37 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 SOUTH SPA
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 FAMILY ASSISTANCE MINISTRIES
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 **II. BUDGET**

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

	<u>TOTAL</u>
PROGRAM COSTS	
Salaries & Benefits	\$462,001.15
Services & Supplies	\$176,441
Subcontractors	\$408,374.43
Rental Assistance	\$11,806,188.40
SUBTOTAL PROGRAM COSTS	\$12,853,005.00
TOTAL GROSS COSTS	\$12,853,005.00
REVENUE	
TOTAL MAXIMUM OBLIGATION	<u>\$12,853,005</u>

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

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

1 be made in accordance with GAAP.

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

4 5 **III. PAYMENTS**

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

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

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

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

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

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

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

36 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
37 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or

1 specifically agreed upon in a subsequent Agreement.

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

4 5 **IV. REPORTS**

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

8 B. FISCAL

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

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

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

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

35 E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably
36 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and
37 purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least

1 thirty (30) calendar days' notice if such additional reports are required, and shall explain any procedures
2 for reporting the required information.

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

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

10 11 **V. SERVICES**

12 **A. SCOPE OF SERVICES**

13 **1. Overview**

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

23 b. The purpose of this Contract is for the CONTRACTOR to serve as the Regional Provider
24 in the South SPA in support of the COUNTY's implementation of the ERA Program in coordination
25 with the two other contractors in the remaining SPAs and the contractor for the Virtual Front Door.

26 **2. Program Description Summary**

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

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

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

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

20 e. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services
21 and consistent with the requirements of the ERA Program implement this program in the South SPA.

22 3. Eligible Population to be Served

23 a. The CONTRACTOR is to receive Applicant referrals from the Virtual Front Door who
24 reside in the South SPA who completed the preliminary screening and intake.

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

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

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

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

33 iii. Has a household income at or below 80 percent of the area median income.

34 Reference Attachment # for the area median income in Orange County as calculated and published by
35 the State of California Department of Housing and Community Development on April 30, 2020.

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

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

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

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

12 4. Referrals

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

18 5. Use of Funds

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

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

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

34 B. PROGRAM DESCRIPTION

35 1. Essential Requirements – CONTRACTOR shall:

36 a. Maintain regularly scheduled service hours, Monday through Friday, in accordance
37 with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be

1 required to operate extended hours at least two (2) evenings or days per week and provide weekend
2 activities to accommodate Participant needs. Any change or deviation from this schedule must have
3 prior approval from COUNTY.

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

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

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

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

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

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

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

22 2. Administrative Management Tasks – CONTRACTOR shall:

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

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

27 c. Track PROGRAM costs and ensure eligibility for payment within the funding
28 requirements.

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

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

33 f. Coordinate with COUNTY agencies, the Orange County CoC and community-based
34 organizations on administrative functions such as ERA Program operations meetings, as necessary and
35 appropriate. This should incorporate technology solutions such as teleconferencing and
36 videoconferencing as precautionary measures to limit the community spread and exposure to COVID-
37 19.

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

4 3. Homelessness Prevention Assistance Operations – The CONTRACTOR will be responsible
5 for the provision of Homelessness Prevention Assistance Services utilizing the ERA Program funding
6 for the residents of the South SPA in Orange County. On an ongoing basis, the CONTRACTOR will:

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

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

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

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

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

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

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

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

37 C. PERFORMANCE MEASURES AND MONITORING

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

2 a. CONTRACTOR will assist a minimum of 1,180 eligible households by providing a
3 maximum of \$10,000 in financial assistance to address rental arrears and past due utilities. As some
4 households will not have documented need for the maximum assistance, the total number of households
5 served will likely increase.

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

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

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

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

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

24 D. REPORTING REQUIREMENTS

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

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

- 33 a. Number of eligible households that receive assistance;
- 34 b. Composition of the households – demographics, size and type;
- 35 c. Acceptance rate of applicants for assistance;
- 36 d. Types of assistance provided to each household;
- 37 e. Financial assistance expenditures;

- 1 f. Average amount of funding provided per household;
 2 g. Incomes of eligible household by income tier – less than or equal to 30 percent AMI,
 3 between 30 to 50 percent AMI, between 50 to 80 percent AMI;
 4 h. Length of assistance, including Average number of monthly rental and utility payments
 5 that each household receive; and
 6 i. Number of Participants exits and exit types.

7 **E. FILE MAINTENANCE AND DOCUMENTATION**

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

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

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

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

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

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

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

26
 27 **VI. STAFFING**

28 A. CONTRACTOR shall provide effective administrative management of the budget, staffing,
 29 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities
 30 are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the
 31 qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not
 32 limited to the following:

33 1. Designate the responsible position(s) in your organization for managing the funds allocated
 34 to this program;

35 2. Maximize the use of the allocated funds;

36 3. Ensure timely and accurate reporting;

37 4. Maintain appropriate staffing levels;

- 1 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
- 2 staff's position.
- 3 6. Effectively communicate and monitor the program for its success;
- 4 7. Maintain communication between the CONTRACT key staff and Program Administrators;
- 5 and,
- 6 8. Act quickly to identify and solve problems.

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

PROGRAM	<u>FTEs</u>
Project Manager	.79
Data and Compliance	.59
Eligibility Worker	3.17
Case Managers	2.38
Director of Programs	.12
Controller	.12
Accounting Clerk	.79
Subcontractors – UpSkill Employment Counselor	1
Subcontractors – Financial Counselor	.50
Subcontractors – Landlord Negotiation Associate	1.67
Subcontractor – Program Manager	.10
Subcontractor – Case Manager	.75
Subcontractor – Enrollment Counselor	.20
Subcontractor – Patient Scheduler	.20
Subcontractor - Housing Program Manager	.59
Subcontractor – Accounting Clerk	.40
SUBTOTAL PROGRAM	7.96
SUBTOTAL SUBCONTRACTOR	5.41
TOTAL FTEs	13.37

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

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

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

5
 6 BETWEEN
 7 COUNTY OF ORANGE
 8 AND
 9 FAMILY ASSISTANCE MINISTRIES
 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 SOUTH SPA
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 FAMILY ASSISTANCE MINISTRIES
 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, Family Assistance Ministries, certifies or affirms the truthfulness and accuracy of
 37 each statement of its certification and disclosure, if any. In addition, the Contractor understands and

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

3  1/22/2021
4 _____

5 Signature of Contractor's Authorized Official Date
6 CEO

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

Orange County's Area Median Income (AMI)

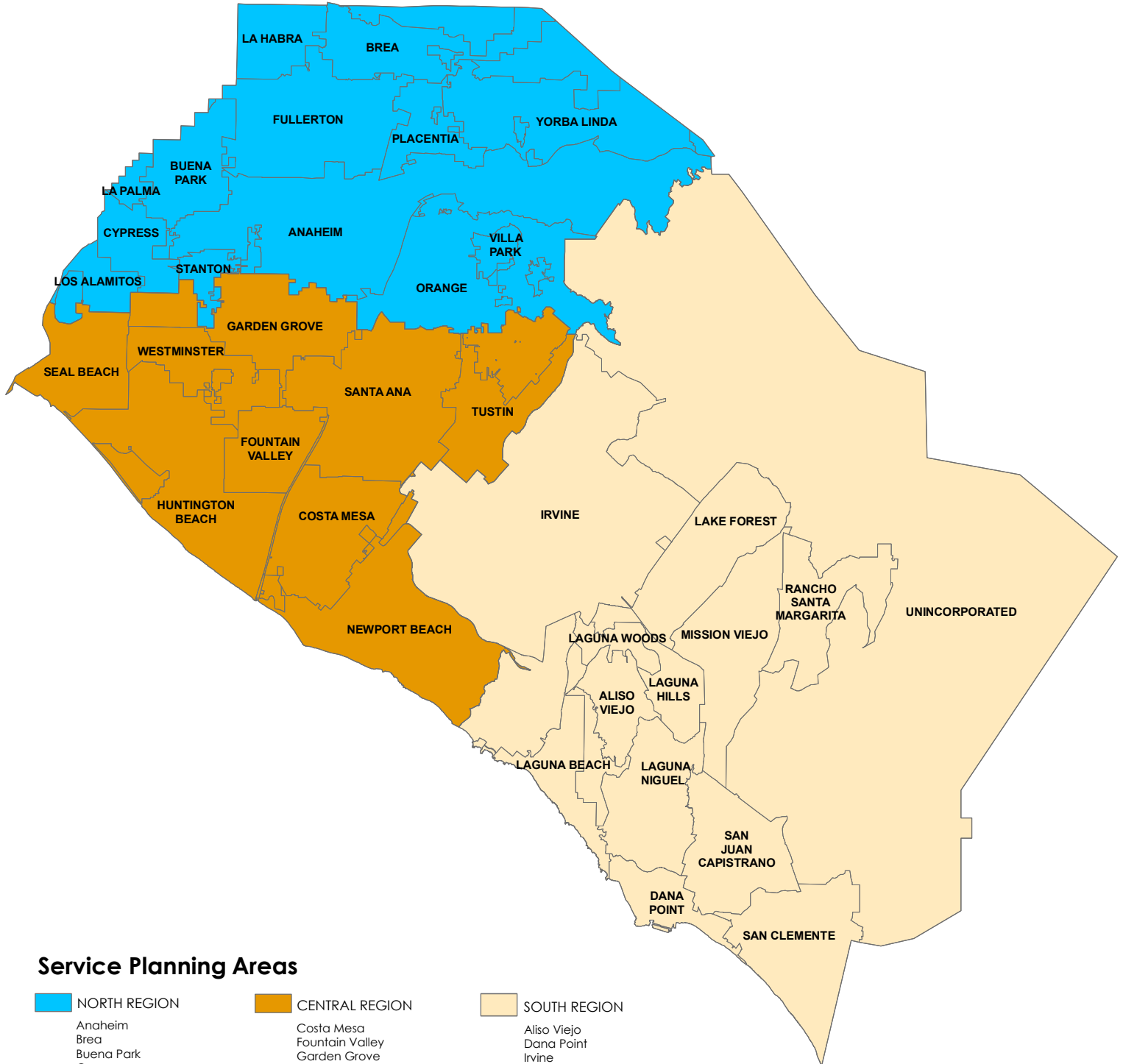
The AMI in Orange County is calculated and published by the State of California Department of Housing and Community Development on April 30, 2020, is as follows:

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 | CENTRAL REGION | SOUTH REGION |
| <ul style="list-style-type: none"> Anaheim Brea Buena Park Cypress Fullerton La Habra La Palma Los Alamitos Orange Placentia Stanton Villa Park Yorba Linda County Unincorporated | <ul style="list-style-type: none"> Costa Mesa Fountain Valley Garden Grove Huntington Beach Newport Beach Santa Ana Seal Beach Tustin Westminster County Unincorporated | <ul style="list-style-type: none"> 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 |