



**CONTRACT MA-042-20010797**

FOR

Professional & Technical Support and Information & Referral

Services BETWEEN

COUNTY OF ORANGE

AND

PEOPLE FOR IRVINE COMMUNITY HEALTH dba 2-1-1 Orange County

<b><u>CFDA#</u></b>	<b><u>FAIN#</u></b>	<b><u>PROGRAM/SERVICE TITLE</u></b>	<b><u>FUNDING AGENCY</u></b>
14.267	Pending	Coordinated Entry System SSO Grant NOFA 2018	U.S. Department of Housing & Urban Development (HUD)
14.267	Pending	FY 2018 Planning Grant Application	U.S. Department of Housing & Urban Development (HUD)

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**ATTACHMENTS**

- Attachment A - Scope of Services
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D - Staffing Plan

**EXHIBITS**

- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 – Disclosure of Lobbying Activities
- Exhibit 4 – Debarment Certification
- Exhibit 5 – Federal Award Identification

Contract # MA-042 20010797

with  
PEOPLE FOR IRVINE COMMUNITY HEALTH dba 211 OC  
for  
Professional & Technical Support and Information & Referral Services

This Contract #MA-042-20010797 for Professional & Technical Support and Information & Referral Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; (hereinafter referred to as “County”) and People for Irvine Community Health dba 2-1-1 Orange County (211OC), DUNS# 884339003, a private non-profit corporation in the State of California, with a place of business at 1505 E. 17<sup>th</sup> Street, Suite 108, Santa Ana, CA 92705-8520 (hereinafter referred to as “Subrecipient”), with County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 – Disclosure of Lobbying Activities
- Exhibit 4 – Debarment Certification
- Exhibit 5 – Federal Award Identification

**RECITALS**

**WHEREAS**, The County has been contracting on a sole source basis with Subrecipient since 2006 to provide the coordination of information and referral services, as well as professional and technical support services for the 211 OC call center; and

**WHEREAS**, Subrecipient continues to be the only designated provider approved by the California Public Utilities Commission (PUC); and

**WHEREAS**, Subrecipient has been performing services satisfactorily according to the terms of the Contract; and

**WHEREAS**, Subrecipient and County are entering into this Contract for Professional & Technical Support and Information & Referral Services under a cost reimbursement Contract; and

**WHEREAS**, Subrecipient agrees to provide Professional & Technical Support and Information & Referral Services as further set forth in the Scope of Services, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Subrecipient based on services/activities set forth in Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

**WHEREAS**, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

**WHEREAS**, the County Board of Supervisors has authorized the OC Health Care Agency Director or his designee to enter into a Contract with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2019-20.

**NOW, THEREFORE**, the Parties mutually agree as follows:

Capitalized terms shall have the meanings assigned to them as set forth in the Contract and as follows:

“County’s Project Manager” means the OC Health Care Agency or designee, coordinating the local, state and federal funds under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number” means a unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) (see e.g. <https://www.SAM.gov>) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system.

“Service(s)” means the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract, and all obligations and responsibilities as set forth in the Attachment A – Scope of Services.

“Subcontractor or Subcontractors” means any entity that furnishes to Subrecipient Services or supplies related to this Contract.

**ARTICLES****General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, documents incorporated by reference, Attachments A, B, C, and D, and Exhibits 1, 2, 3, 4 and 5 contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Intentionally left blank.**
- E. **Delivery:** Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Subrecipient's expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or Services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Intentionally left blank.**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,

proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, reasonable costs and expenses but not including attorney’s fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code. Subrecipient and its Subcontractors shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a - f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into this Contract as if set forth in full. Subrecipient or its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation except for payment obligations for services already performed by Subrecipient under this Contract. Subrecipient may terminate this Contract without penalty on 30 days’ written notice to the County.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers’ compensation or other fringe benefits of any kind through County.



**N. Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other Services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by Subcontractors and shall make sure that Subcontractor(s) follow all requirements of performance under this Contract.

**O. Insurance Requirements:**

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

Subrecipient shall ensure that all Subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if Subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient 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 Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, 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 Subrecipient's, its agents, employee's or Subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

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

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

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$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

**Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

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

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

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

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Subrecipient shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

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

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this

Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

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

P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient's performance under the Contract, as well as any potential conflicts of interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient's name, conflict of interest or litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to

County within 36 hours of the start of the delay and Subrecipient avails itself of any available remedies.

- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all applicable statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that Services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, reasonable costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank.**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all applicable Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as

they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Subrecipient 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 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 Subrecipient, its agents, affiliates, employees, or any Subcontractor(s), pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

**AA. Audits/Inspections:**

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

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

**C. AUDIT RESPONSE**

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

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to

CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

**BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Subrecipient, immediately terminate or modify this Contract without penalty.

**CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** This Contract shall commence on July 1, ~~2020~~2021-and continue through June 30, ~~2021~~2022, unless otherwise terminated by the County.
3. **Renewal:** The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

**4. Maximum Obligation:**

The total Maximum Obligation of County to the Subrecipient for the cost of Services provided in accordance with this Contract is \$1,792,347, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

**5. Amendments - Changes/Extra Work:**

The Subrecipient shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient’s concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient’s ability to deliver Services, or the project schedule, the Subrecipient will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Any such proposed changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth in the Contract, as amended.

6. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and
  - d) Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.



**7. Conditions Affecting Work:**

The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Subrecipient attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and Services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

**11. Consulting Contract – Follow-On Work:**

No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting-related contract.

**12. Project Manager, County:**

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager and key personnel. The County’s Project Manager shall notify the Subrecipient in writing of such action. The

Subrecipient shall accomplish the removal within fourteen (14) business days after written notice from the County's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further Services under the Contract.

13. **Subrecipient's Project Manager:** Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract.

The Subrecipient's Project Manager, shall be assigned to this project for the duration of the Contract so long as such individual is employed by the Subrecipient and shall diligently pursue all work and Services to meet the project time lines.

14. **Subrecipient Personnel – Reference Checks:** The Subrecipient warrants that all persons employed to provide Service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Subrecipient certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Subrecipient and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

**18. Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not resolved in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of

any dispute between the Parties arising under, related to, or involving this Contract.

2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract. The existence of any disputes under this Contract shall relieve the County's payment obligations to the Subrecipient hereunder.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. The County shall render a decision within 90 days after receipt of Subrecipient's demand. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

The pricing quoted by the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the Services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the Services from the Subrecipient's supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

**22. Non-Supplantation of Funds:**

Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

**24. Access and Records:**

A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and its Subcontractor(s) and shall require its Subcontractor(s) to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or activities funded hereunder are conducted or in which any of the records of Subrecipient

are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within ten (10) business days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention.

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

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

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

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

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

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

C. CONTRACTOR's Participant records shall be maintained in a secure manner.

CONTRACTOR shall maintain Participant records and must establish and implement written record management procedures.

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

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

F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify

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

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

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

- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
26. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this Contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any Subcontractor. All work performed by a Subcontractor must meet the approval of the County of Orange. Subrecipient shall procure Subcontractors pursuant to applicable state, federal, and local procurement statutes, laws, regulations and requirements.

28. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **News/Information Release:** The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.
31. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and Services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other

address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

County of Orange  
Health Care Agency  
405 W. 5<sup>th</sup> Street, Suite 600  
Santa Ana, CA 92701

For Subrecipient:

2-1-1 Orange County  
1505 E. 17<sup>th</sup> Street, Suite 108  
Santa Ana, CA 92705-8520  
Attn: Project Manager

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.



**Program Specific Terms and Conditions:**

35. **Debarment:** Subrecipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

**36. Lobbying:**

- A. Subrecipient shall complete and immediately forward to the County the “Disclosure of Lobbying Activities,” a copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this contract or funds to be received by Subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

**38. Fiscal Accountability:**

- A. **Financial Management System:** Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
  - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
  - ii. Source documentation to support accounting records; and
  - iii. Proper charging of costs and cost allocation.
- B. **Subrecipient’s Record:** Subrecipient’s records shall be sufficient to:
  - i. Permit preparation of required reports; and
  - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
  - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
  - iv. Permit tracking and reporting of leveraging as required.
- C. **Costs Charged:** Costs shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

**41. Payment Requirements:**

If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Subrecipient, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Subrecipient at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Subrecipient attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. **Payment of Project Activities:**

1. **Payment of Project Activities:** County will reimburse Subrecipient for eligible project-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis beginning on August 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Health Care Agency Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Subrecipient will provide a progress performance report for the time period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County.

2. If Subrecipient has no request for reimbursement during any quarter during the term of this Contract, a progress performance report, including an explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. Subrecipient shall comply with the following "Required Expenditure Threshold" criteria that has been established to guide the Subrecipient in structuring and scheduling their expenditure of funds received through this Contract, through the term of Contract. The criteria thresholds are consistent with the criteria used by OC Health Care Agency to determine performance including, but not limited

to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

<i>*Milestone Date</i>	<i>Minimum Required Expenditure Threshold</i>
February 15th	50% of Contracted Amount Expended
March 15th	70% of Contracted Amount Expended
April 15th	80% of Contracted Amount Expended

4. Subrecipient will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Subrecipient shall be ineligible for any further reimbursement.
  - D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.
  - E. Eligible costs related to Services provided by Subrecipient must be incurred during the period beginning July 1, 2019. The Services shall be completed and all funds provided through this Contract shall be expended on eligible activities through and including June 30, 2020.
42. **Modification of Budget:** Upon written approval of County, Subrecipient shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.
43. **Annual Audit:** If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in OMB Circular A-133-Revised, 2 CFR Part 200.500- Subpart F-Audit Requirements Subrecipient shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA’s. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, County retains the authority to require Subrecipient to submit similarly prepared audit at Subrecipient’s expense even in instances when Subrecipient’s expenditure is less than \$750,000. Subrecipient will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

Subrecipient will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to County within six (6) months of the end of each Contract year in which Subrecipient has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement

may result in County denying reimbursement of funds to Subrecipient, as well as future funding qualification. Subrecipients, which are exempt from statutory audit requirements, shall maintain records, which are available for review by County or Federal officials. Subrecipient acknowledges that any and all “Financial Statements” submitted to County pursuant to this Contract become Public Records and are subject to public inspection pursuant to Section 6250 et seq. of the California Government Code.

44. **DUNS Number and Related Information:** DUNS Number: A unique, non-indicative 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The DUNS Number must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all DUNS information is up to date and the DUNS number status is “active,” prior to execution of this Contract. If County cannot access the Subrecipient’s DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient’s data entry for its DUNS number, the Subrecipient must immediately update the information as required.

**45. Program Income:**

- A. Subrecipient shall comply with regulations, as well as all applicable State or County regulations concerning the reporting and payment procedures for program income.
- B. Definition: Program income means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. All Program Income accrued shall be returned to County on a quarterly basis prior to Subrecipient receiving any reimbursement from grant funds provided under this Contract.
- E. Subrecipient shall provide information regarding the receipt of Program Income by Subrecipient related to Program on all progress performance reports submitted with requests for reimbursement.
- F. Subrecipient shall complete and submit a Year-End Program Income letter, indicating the amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the Contract fiscal year.

**46. Performance:**

- A. Subrecipient shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Subrecipient also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Subrecipient and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Subrecipient shall resolve all issues regarding the performance of Subrecipient and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Subrecipient shall be accountable to County for the proper use of funds provided to Subrecipient pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

#### **47. Performance Monitoring:**

- A. Performance Monitoring of Subrecipient by County and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by County or HUD representatives.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall reasonably cooperate during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. County shall monitor the performance of Subrecipient against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Subrecipient within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in this Contract.

#### **48. Publicity, Literature, Advertisements, and Social Media:**

- A. County owns all rights to the name, logos, seal and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:
1. With regard to the Professional & Technical Support services as described on Attachment A, County provides its written approval of the content and publication of the information at least 30 days prior to Subrecipient publishing the information, unless a different timeframe for approval is agreed upon by the County;
  2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];

3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
  - a. any commercial product or service; and,
  - b. for the Professional & Technical Support services provided by Subrecipient, unless approved in writing by County; and,
4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to County. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

#### **49. Federal Administrative and Related Requirements:**

Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et seq. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

##### **A. Financial Management:**

###### **1. Accounting Standards**

Subrecipient agrees to comply with 24 CFR § 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

###### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et seq.; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

##### **B. Documentation and Record Keeping**

###### **1. Records to be Maintained**

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 578 that are pertinent to the activities to be funded under this Contract.

###### **2. Retention:**

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records created pursuant to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if the Subrecipient is notified of litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

**3. Client Data**

- a. Subrecipient shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to County, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**4. Disclosure**

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

**5. Close-Outs**

Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 50, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records.

**C. Personnel & Participation Conditions**

**1. Civil Rights Compliance**

Subrecipient agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

**2. Nondiscrimination in Employment and Contracting**

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR § 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

**3. Affirmative Action:**

Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program that encompasses the principles provided in President's Executive Order 11246, as revised on January 4, 2002.

**4. Americans with Disabilities Act:**

Subrecipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders that prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

**5. Drug-Free Workplace:**

The Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Subrecipient will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The Subrecipient's policy of maintaining a drug free workplace;
  - iii. Any available counseling, rehabilitation, and employee assistance programs; and



- iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Subrecipient may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- iii. The Subrecipient has made false certification, or
  - iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.
6. **Anti-Lobbying:**  
Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:
- a. No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or Cooperative Agreement; and
  - b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and Contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

- a. **Prohibited Activity:**  
Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b. **OSHA:**  
Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- c. **Employee Rights**
  - i. **Federal Minimum Wage**

Subrecipient must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

**d. California Minimum Wage**

i. Subrecipient must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at [www.dir.ca.gov/WP.asp](http://www.dir.ca.gov/WP.asp) or by contacting your local Division of Labor Standards Enforcement office.

**e. Hatch Act:**

Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

**f. Religious Organization/Activities:**

In accordance with 24 CFR § 570.200(j), Subrecipient shall not discriminate against faith-based organizations in administering its federal HUD activities. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

**8. California Labor Code Compliance**

a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable

Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.

- b. Payroll-Records Subrecipient agrees that:  
 Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code “Section 1776”. The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.  
 Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.  
 Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.
- c. Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

## 50. Definitions:

For the purposes of this Contract the following definitions shall apply:

- A. HUD: United States Department of Housing and Urban Development.
- B. OC Health Care Agency (HCA): Designated as the Lead for the development and implementation of County of Orange Urban County Program’s Consolidated Plan.
- C. Director: Director of OC Health Care Agency, or designee.
- D. Program Income: The gross income received by Subrecipient directly generated from the use of the subject program funds.
- E. OC Health Care Agency Contract Reimbursement Policy: A County document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)

- F. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- G. OMB: Federal Office of Management and Budget.
- H. Continuum of Care: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
- I. Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- J. Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- K. Program Administration: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

## 51. 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.
  1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply with in relation to Covered Individuals performing services under this Contract.
  2. CONTRACTOR has the option to develop and provide, or make available to, ADMINISTRATOR copies of its own Compliance Program policies and procedures. CONTRACTOR's Compliance Program policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements of the ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract prior to implementation. These elements include:
    - a. Designation of a Compliance Officer and/or compliance staff.
    - b. Written standards, policies and/or procedures.
    - c. Compliance related training and/or education program and proof of completion.
    - d. Communication methods for reporting concerns to the Compliance Officer.
    - e. Methodology for conducting internal monitoring and auditing.

- f. Methodology for detecting and correcting offenses.
  - g. Methodology/Procedure for enforcing disciplinary standards.
3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of its own Compliance Program policies and procedures, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary, complete ADMINISTRATOR's annual compliance training to ensure proper compliance.
4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its Compliance Program to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.
5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance Program and contact information for the ADMINISTRATOR's Compliance Program.

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

- 1. CONTRACTORS that have acknowledged that they will comply with ADMINISTRATOR's Compliance Program shall use their best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete ADMINISTRATOR's General Compliance Training when offered. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
- 2. Such training will be made available to each Covered Individual annually.
- 3. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.
- 4. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

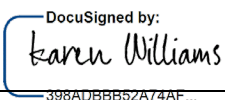
- 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state HOMELESS SERVICES program regulations and procedures or instructions otherwise communicated by regulatory agencies.
- 2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.
- 3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.
5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.
  - D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the Contract

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IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

**\*PEOPLE FOR IRVINE COMMUNITY HEALTH dba 2-1-1 Orange County**

By:  398ADBBS2A74AF...

By: \_\_\_\_\_

Name: Karen Williams

Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_

Dated: 5/22/2019

Dated: \_\_\_\_\_

\*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

\*\*\*\*\*

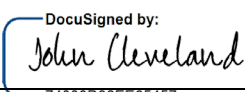
**County of Orange**

A Political Subdivision of the State of California

By:  CAUTDABED2D4425...  
Dylan Wright, Director  
OC Community Resources

Dated: 6/4/2019

**APPROVED AS TO FORM**

By:  74000D32EE65457  
Deputy County Counsel

Dated: 5/17/2019

**ATTACHMENT A-1****Scope of Services****I. INTRODUCTION:**

~~This project shall provide technical assistance to the Health Care Agency — Office of Care Coordination (“County”) and its advisory group, the Continuum of Care Board (CoC Board), which acts on behalf of the Orange County Continuum of Care (CoC). The purpose of this Scope of Services shall be to provide planning, support and technical assistance for the functions of the CoC including, application for funding, the Housing Inventory Count (HIC), the Point in Time Count and Survey (PIT), Coordinated Entry System (CES), Homeless Management Information System (HMIS), other related CoC requirements, and other related County driven homeless initiatives.~~

**II. BACKGROUND:**

~~The County is requesting professional services as part of the annual process in developing, operating, and maintaining a Countywide CoC system to assist homeless persons. These services are part of a regional effort to build upon and strengthen the Orange County CoC. The Orange County CoC was developed to assist the community in successfully addressing the complex and interrelated issues associated with preventing and addressing homelessness. The Orange County CoC serves as a vehicle for the community to identify needs and to marshal a variety of resources for use in a coordinated, comprehensive and effective manner. Additionally, the County serves as the as the CoC Collaborative Applicant/Administrative Entity and the CES Lead for the Orange County CoC (CA-602).~~

**III. SCOPE OF SERVICES:**

~~Under the direction of the CoC Board and in coordination with County, Subrecipient shall assist in the facilitation of the CoC processes in the following areas:~~

- ~~A. HUD Notice of Funding Availability (NOFA) for CoC Application~~
- ~~B. Point In Time (PIT)~~
- ~~C. Designated Homeless Management Information System (HMIS) Lead~~
- ~~D. Coordinated Entry System (CES) Support~~
- ~~E. Information and Referral Services~~

**A. HUD Notice of Funding Availability (NOFA) for CoC Application**



~~1. Assistance with the annual CoC NOFA Application process under the direction of the CoC Board and County, as the Collaborative Applicant. During the application process, Subrecipient shall:~~

- ~~• Provide HMIS data needed to review project performance for the review and ranking process.~~
- ~~• Provide relevant CoC system wide and CoC project level performance data for the CoC Application including those related to HMIS, PIT, CES and other components as required to complete the application.~~
- ~~• Work with County, the CoC and CoC Board to complete assigned application charts and tables related to the HIC, PIT, HMIS implementation status and HMIS agency certification.~~
- ~~• Work with the County, the CoC, and the CoC Board to refine procedures and systems utilized to prepare the CoC Homeless Assistance Program Application including HUD's electronic submission requirements.~~

#### ~~B. Point in Time (PIT)~~

~~1. Under the direction of the CoC Board and in coordination with the County, Subrecipient shall provide leadership and direct the needed provision of services to complete the annual Sheltered Count. Sheltered Count effort occurs the last week of January each year or as U.S. Department of Housing and Urban Development (HUD). The Subrecipient may direct through the provision of services in the areas of:~~

- ~~• Project design and oversight~~
- ~~• Resource development~~
- ~~• Design, operate and maintain needed training and marketing materials, including website and appropriate learning management platforms, for sheltered counts~~
- ~~• Completion of data analysis, Shelter Count calculations and final report presentation~~
- ~~• Other HUD requirements~~

~~2. Compile the annual Housing Inventory Count and Shelter Count and Survey in accordance with HUD guidelines and requirements.~~

#### ~~C. Designated Homeless Management Information System Lead~~

~~1. Given that Subrecipient is the CoC designated Homeless Management Information System (HMIS) lead, receives HUD grant(s) and in compliance with HEARTH Act and CoC guidance, Subrecipient shall:~~

- ~~Accept HUD HMIS Lead Grant(s) for the implementation of all required HMIS per HUD requirements, and direction from the CoC Board and County.~~
- ~~Fund develop to ensure HUD match requirements for the HMIS grant are met.~~
- ~~Submit to HUD all reports in the HUD Data Exchange (HDX) as required, including but not limited to the Housing Inventory Count (HIC), Annual Homeless Assessment Report (AHAR), Longitudinal Systems Analysis (LSA), System Performance Report (SPR) and Point In Time (PIT), in coordination with the County as the CoC Collaborative Applicant. Due dates to be coordinated with the County to allow for timely presentation to the CoC Board.~~
- ~~Produce analysis and annual reports that communicate service utilization, performance and client profiles as part of HMIS Lead Responsibilities, including Dashboard Reports. Reports shall be presented to the CoC Board and shared with the public.~~
- ~~Modify, change or improve HMIS operating system/software as directed by the CoC Board and/or County staff to meet local objectives and support local homeless initiatives such as creating dashboard reports while adhering to HUD standards and requirements. For modifications, changes and or improvements that require Bitfocus to develop or expand Clarity (HMIS) functionality outside what is already developed, funding would need to be provided by the County or the Orange County CoC to implement these changes.~~
- ~~All HMIS Policies and Procedures and related documents shall be updated, as needed, during the Contract year to reflect changes and improvements related to HMIS and enhanced CoC coordination.~~
- ~~Submit an annual HMIS Annual Performance Report (APR) to the CoC Board for approval prior to submission to HUD.~~
- ~~Obtain prior approval from the CoC Board for any HMIS fees charged to CoC agencies and HMIS Participants.~~
- ~~Other responsibilities as identified for HMIS lead agency per HUD and under their Contract.~~
- ~~Provide at least five Administrator User Licenses to the County to access HMIS.~~
- ~~Release of aggregate data for the purpose of system administration, technical support, program compliance and analytical use is at the discretion of the CoC Board. Subrecipient shall present to the CoC Board a sample list of typical data requests for pre-approval for release of third party requests of aggregate data. The CoC Board and County shall be provided copies of the request and the data that is provided. Any other requests from third parties shall be presented to the CoC Board for approval. If aggregate data is to be released, copies of the data shall be made available~~

~~to the CoC Board and the County. Releases/reports should be timely to allow for appropriate review prior presenting to the CoC Board; specific timelines to be coordinated with County staff.~~

- ~~• Provide reports detailing the project performance metrics such as length of stay reports, program exits and destinations, occupancy reports, and additional metrics as needed to the CoC, the CoC Board and County. Such reports maybe presented as a data dashboard while adhering to HUD standards and requirements.~~
- ~~• Develop a regional live bed management system for individuals and families in coordination with the County for County identified emergency shelter programs and transitional housing programs. Create an eligibility criteria screening process for referrals into programs. Once developed, maintain the live bed management system for County identified emergency shelter programs and transitional housing programs on an ongoing basis.~~
- ~~• Expand the biometric system pilot with the other County identified emergency shelter programs and transitional housing programs.~~

~~2. Assistance with developing and analyzing system gaps in the Orange County CoC by gathering available data sources including but not limited to the annual PIT, HIC, HMIS data, AHAR, LSA, and Information and Referral calls. Subrecipient may be consulted in the development of a plan that shall identify system gaps, service gaps, and unmet needs.~~

#### ~~D. Coordinated Entry System Support~~

- ~~1. As Contracted support for the Coordinated Entry System (CES) and in compliance with HEARTH Act and CoC guidance, Subrecipient shall under the direction of the County as the CES Lead:
 
  - ~~• Assist with the ongoing implementation and maintenance of the CES Module, as needed, within the HMIS software. Details to be coordinated with the County.~~
  - ~~• Manage CES data in HMIS and provide requested reports as HMIS Lead.~~
  - ~~• Develop and manage the virtual front door infrastructure, including but not limited to three (3) full time information & referral specialist that support the 2-1-1 call center.~~
  - ~~• Coordinate Request for Release of aggregate CES data with the County for the purpose of system administration, technical support, program compliance and analytical use. The County as the CES Lead will evaluate such request and take the needed steps to coordinate with the CoC Board and the Subrecipient to fulfill appropriate aggregate CES data request. Subrecipient in partnership with the County shall present to the CoC Board a sample list of typical data requests for pre-approval for release of third party requests of aggregate CES data. The CoC Board and County shall be provided copies of the request and the data that is provided. If aggregate~~~~

~~data obtained from Clarity software is to be released, copies of the data should be made available to the CoC Board and County staff.~~

#### ~~E.— Information and Referral Services~~

- ~~1. Subrecipient shall make available a 24/7 multilingual health and social service call-center that includes a robust database with up-to-date resource information.
 
  - ~~• Refer persons in need to local resources such as food, shelter, clothing, workforce development, support groups, child development assessment and safety resources, health care access, substance abuse assessment and treatment services, and other necessary social service supports.~~
  - ~~• Provide quarterly Demographic report in PDF format on contacts served (number of calls, emails, in person visits), and referrals given (by agency/program), by Service Planning Area and City. Report to be submitted to County as a public facing document.~~
  - ~~• Provide quarterly report to include results of client satisfaction surveys, results on consumer and stakeholder confidence at least annually, results of fund raising events, and other activities that shall enhance fund development, as well as consumer and stakeholder confidence in the services of Subrecipient. Staff time, consultant time, and related costs associated with the above efforts are allowed under this Contract.~~
  - ~~• In coordination with County, create dashboard reports that communicate to a variety of audiences including County Board of Supervisors, CoC Board, CoC at Large and general public the various demands for resources, including housing in the County of Orange. Public dashboards shall also be developed per other funders' requests and at the discretion of the Subrecipient.~~
  - ~~• Provide access to live, specially trained information and referral specialist 24 hours a day. Staff shall complete training and keep documentation at site for Subrecipient's Specialists.~~
  - ~~• Provide assistance in a broad spectrum of languages either with multilingual staff or via a language line service. Quarterly report shall include report on languages utilized throughout time frame detailed.~~
  - ~~• Provide and maintain the public access to the Subrecipient's website/database. In quarterly report, Subrecipient shall provide report on how many visits received from unique IP Address, total searches performed, and records views.~~
  - ~~• Provide Orange County Social Services Agency (SSA) staff quarterly training, as requested, on use of the Public Resource Database (PRD) and access to an online tutorial. Data on trainings shall be included in the Quarterly Report.~~
  - ~~• Staff and volunteers shall contact providers, both established and new, to update service information to include such data as their service description, location, hours, eligibility requirements, documentation requirements, fees and other pertinent information.~~~~

- Disseminate information to the public via an emailing listserv as requested by the County, as it relates to Information and Referral Services and the public resource database.
  - Work with County staff to identify unmet needs and assist in locating programs offering those services.
  - Provide online access to database to County via website www.211oc.org.
  - Provide number of agencies, programs, and records updated during the quarter. Sufficient staffing to ensure reliability and accuracy of database. Subrecipient shall develop a Quality Control plan stating how staff and volunteers shall be used and volunteers shall be sustained. The Quality Control plan shall be provided to the County, as requested.
2. Subrecipient shall reduce burden on 9-1-1 and fire non-emergency calls by training and educating staff on assessing 9-1-1 calls and disaster readiness as it relates to their roles.
- Promote the 211OC service to Public Service Answering Point (PSAP) other emergency responder systems.
  - Train Subrecipient's Specialist to assess when 9-1-1 is needed and to coordinate calls as appropriate.
  - Provide information and reports to County related to emergency response and disaster readiness including, but not limited to trend reports, and other regional information as requested given reasonable advance notice with newly implemented automatic/accessible data reports through an electronic platform such as Tableau.
3. Subrecipient shall provide public information support in times of Emergency Operations Center (EOC) Activation.
- Coordinate with EOC during times of disaster. Providing rumor control, mass shelter information, extreme heat/cooling noticing system and notification of road closures or decontamination zones; contact community-based organizations and faith based organizations to ascertain special emergency specific resources identified by the EOC; and provide general support to community in public information role. In the event of a disaster, provide summary report of activities.
  - Act as portal for volunteer inquiries and donation confirmations in coordination with OneOC, Family Assistance Ministries, Orange County Rescue Mission and/or other agencies during disaster and relief efforts. In the event of a disaster, provide summary report of activities.
  - In preparation for support to EOC during times of disaster, participate with the County and other stakeholders in regional disaster preparedness/response meetings as appropriate to Call Center activities and Subrecipient's role in disaster preparedness/response.
  - In conjunction with other funding sources, work with the County and stakeholders to develop a schedule of meetings and provide a summary report of action steps and meetings outcomes as related to Subrecipient's role in regional disaster preparedness/response.

~~4. Geographic Information Systems Data Support & Dashboard Reports~~

- ~~• Allow SSA and other County Departments to request and access data collected by Subrecipient for internal GIS mapping purposes as available and applicable not to exceed twelve (12) times annually or as agreed upon between the County and the Subrecipient. SSA shall provide Subrecipient a copy of the GIS map produced with the Subrecipient's data as applicable.~~

**Deliverables:**

Section	Title	Description	Due Date
<del>A. 1.</del>	<del>HUD-NOFA CoC Application</del>	<del>— Provide HMIS data needed to review project performance for the review and ranking process — Provide CoC system wide and project level performance data for CoC Application — Support with refining procedures to prepare the HUD electronic submission</del>	<del>Ongoing during Annual NOFA cycle</del>
<del>B. 1.</del>	<del>PIT</del>	<del>— Lead and direct the needed provision of services to complete the annual Sheltered Count. — Lead project design and oversight — Resource development — Design operate and maintain needed trainings and marketing materials — Create data analysis for Sheltered Count calculations — Create final sheltered count report</del>	<del>Ongoing</del>
<del>B. 2.</del>	<del>PIT</del>	<del>— Compile annual HIC and sheltered count</del>	<del>Ongoing</del>
<del>C. 1.</del>	<del>HMIS Lead</del>	<del>— Fund develop for additional funding — Analysis and annual report to communicate service usage, performance, and client profiles — Modify, change or improve HMIS operating system as directed by the CoC Board or the County — Update HMIS Policies and Procedures, as needed — Submit APR to CoC Board prior to submission</del>	<del>Ongoing</del>

		<ul style="list-style-type: none"> <li>— Provide copies of all data requests and data provided to the County and CoC Board</li> <li>— Provide project performance metric reports such as program exits and length of stay to the CoC, CoC Board and County staff</li> <li>— Develop a live bed management system in coordination with County of Orange staff. Once developed, maintain the live bed management system.</li> <li>— Expand the biometric system pilot with County identified emergency shelter programs and transitional housing programs.</li> </ul>	
<del>C. 2.</del>	<del>HMIS Lead</del>	<ul style="list-style-type: none"> <li>— Gathering available data sources to develop an analysis plan that shall identify the current gaps in the Continuum of Care</li> </ul>	<del>Ongoing</del>
<del>D. 1.</del>	<del>CES Support</del>	<ul style="list-style-type: none"> <li>— Assist with ongoing implementation and maintenance of the CES Module as needed</li> <li>— Manage CES data in HMIS and provide requested reports</li> <li>— Manage the Virtual Front Door</li> <li>— Coordinate Request for Release of aggregate CES data with the County</li> <li>— Support and provide needed information to the County for the completion of the APR</li> </ul>	<del>Ongoing</del>
<del>E. 1.</del>	<del>I&amp;R Services</del>	<ul style="list-style-type: none"> <li>— Maintain robust database with up-to-date resource information</li> <li>— Provide quarterly Demographic report (PDF) on contacts served and referrals given by SPA and City.</li> <li>— Quarterly reports that demonstrate consumer and stakeholder confidence in the services</li> <li>— Create dashboard reports as needed that demonstrate various demands for resources in county</li> </ul>	<del>Quarterly and/or ongoing</del>

		<ul style="list-style-type: none"> <li>— Quarterly report on languages utilized</li> <li>— Quarterly report on visits received from, total searches performed, and records views.</li> <li>— Quarterly SSA trainings on PRD</li> <li>— Contact providers to update service information</li> </ul>	
E.3.	I&R- Services	— Provide trend reports and other regional information as requested given reasonable advance notice through an electronic platform such as Tableau.	Ongoing
E.3.	I&R- Services	— Provide information support in times of Emergency Operations Center (EOC) Activation.	Ongoing
E.4.	I&R- Services	— Provide Geographic Information Systems Data support and dashboard reports as needed	Ongoing

**Attachment A-2**

**Scope of Services**

**I. Introduction:**

People for Irvine Community Health dba 2-1-1 Orange County (“Contractor”) shall provide technical assistance to the Health Care Agency – Office of Care Coordination (“County”) and its advisory group, the Continuum of Care Board (CoC Board), which acts on behalf of the Orange County Continuum of Care (CoC). The purpose of this Scope of Services shall be to provide planning support and technical assistance for the functions of the CoC including, application for funding, the Housing Inventory Count (HIC), the Point in Time Count (PIT), Coordinated Entry System (CES), Homeless Management Information System (HMIS), other related CoC requirements, and other related County driven homeless initiatives. Additionally, purpose of this Scope of Services is for the Contractor to provide operational support for the Information & Referral Services through the 2-1-1 Contact Call Center.

**II. Background:**

The County is requesting professional services as part of the annual process in developing, operating, and maintaining a Countywide CoC system to provide a robust system of care for those experiencing homelessness in Orange County. These services are part of a regional effort



to build upon and strengthen the Orange County CoC. The Orange County CoC was developed to assist the community in successfully addressing the complex and interrelated issues associated with preventing and addressing homelessness. The Orange County CoC serves as a vehicle for the community to identify needs and to marshal a variety of resources for use in a coordinated, comprehensive and effective manner. Additionally, the County serves as the as the CoC Collaborative Applicant, Administrative Entity and CES Lead for the Orange County CoC.

### **III. Scope of Services:**

Under the direction of the County and in coordination with the CoC, Contractor shall assist in the facilitation of the CoC processes in the following areas:

- A. U.S. Department of Housing and Urban Development (HUD) Notice of Funding Availability (NOFA) for CoC Program Application
- B. Point In Time Count
- C. Designated Homeless Management Information System Lead
- D. Coordinated Entry System Support
- E. Information and Referral Services

#### **A. HUD NOFA for CoC Program Application**

1. Under the direction of the County, Contractor shall provide assistance with the annual CoC NOFA Application process. During the application process, Contractor shall:
  - a. Provide HMIS data needed to review Joint Transitional Housing – Rapid Rehousing, Rapid Rehousing and Permanent Supportive Housing project performance for the review and ranking process of the annual CoC Program NOFA.
  - b. Provide relevant CoC system-wide and CoC project-level performance data for the CoC Program Application including those related to HMIS, PIT, CES and other components as required to complete the application.
  - c. Work with County, the CoC and CoC Board to complete assigned application charts and tables related to the HIC, PIT, HMIS implementation status and HMIS agency certification.
  - d. Work with the County, the CoC, and the CoC Board to refine procedures and systems utilized to prepare the CoC Program Application including HUD's electronic submission requirements.
  - e. Participate in CoC Ad Hoc meetings related to the CoC Program application process as requested by the County.

#### **B. Point in Time Count**

1. Under the direction of the County and in coordination with the CoC Board, Contractor shall provide leadership and direct the needed provision of services to complete the annual HIC and Sheltered PIT Count. The HIC and Sheltered PIT Count effort occurs the last week of January each year or as determined by HUD. The Contractor may direct through the provision of services in the areas of:
  - a. Project design and oversight
  - b. Resource development
  - c. Design, operate and maintain needed training and marketing materials, including website and appropriate learning management platforms, for sheltered counts
  - d. Completion of data analysis, Sheltered PIT Count calculations and final report presentation
  - e. Other HUD requirements as directed by the County
2. Compile the annual HIC and Sheltered PIT Count in accordance with HUD guidelines and requirements.

### C. Designated Homeless Management Information System Lead

1. Given that Contractor is the CoC designated HMIS lead, receives HUD grant(s) and in compliance with HEARTH Act and CoC guidance, Contractor shall:
  - a. Accept HUD HMIS Lead Grant(s) for the implementation of all required HMIS per HUD requirements, and direction from the CoC Board and County.
  - b. Fundraise for additional funding to support continued HMIS functions and meet HUD match requirements.
  - c. Submit to HUD all reports in the HUD Data Exchange (HDX) as required, including but not limited to the HIC, Longitudinal Systems Analysis (LSA), System Performance Measures (SPM) and PIT, in coordination with the County as the CoC Collaborative Applicant. Due dates to be coordinated with the County to allow for timely presentation to the CoC Board.
  - d. Produce analysis and annual reports that communicate service utilization, performance and client profiles as part of HMIS Lead Responsibilities, including Dashboard Reports. Reports shall be presented to the CoC Board and shared with the public.
  - e. Modify, change or improve HMIS operating system/software as directed by the CoC Board and/or County staff to meet local objectives and support local homeless initiatives. For modifications, changes and or improvements that

require BitFocus to develop and expand Clarity (HMIS) functionality outside what is already developed, funding would need to be provided by the County or the Orange County CoC to implement these changes.

- f. All HMIS Policies and Procedures and related documents shall be updated, as needed or determined by the County and CoC Board during the contract year to reflect changes and improvements related to HMIS and enhanced CoC coordination.
- g. Submit an annual HMIS Annual Performance Report (APR) to the CoC Board for review.
- h. Obtain prior approval from the CoC Board for any HMIS fees charged to CoC agencies and HMIS participants.
- i. Develop and provide training materials and technical support to agencies and users participating in HMIS.
- j. Other responsibilities as identified for HMIS lead agency per HUD and under their contract.
- k. Provide at least five Administrator User Licenses to the County to access HMIS.
- l. Release of aggregate data for the purpose of system administration, technical support, program compliance and analytical use is at the discretion of the CoC Board. Contractor shall present to the CoC Board a sample list of typical data requests for pre-approval for release of third party requests of aggregate data. The CoC Board and County shall be provided copies of the request and the data that is provided. Any other requests from third parties shall be presented to the CoC Board for approval. If aggregate data is to be released, copies of the data shall be made available to the CoC Board and the County. Releases/reports should be timely to allow for appropriate review prior to CoC Board; specific timelines to be coordinated with the County.
- m. Provide reports detailing the project performance metrics such as length of stay, program exits and destinations, and additional metrics as needed to the CoC, the CoC Board and the County. Occupancy report to be conducted on the last Wednesday of the month. Such Reports maybe presented as a data dashboard while adhering to HUD standards and requirements.
- n. Develop a regional live bed management system contained in HMIS for individuals and families in coordination with the County for County identified emergency shelter programs and transitional housing programs. This includes providing technical assistance in the development of process and workflows, creating training materials, creating an eligibility criteria screening process for referrals into programs and managing the software components of HMIS. Once developed, maintain the live bed management system for County identified emergency shelter programs and transitional housing programs on an ongoing basis.

2. Assistance with developing and analyzing system gaps in the Orange County CoC by gathering available data sources including but not limited to the annual PIT, HIC, HMIS data, LSA, and Information and Referral calls. Contractor may be consulted in the development of the plan that shall identify system gaps, service gaps, and unmet needs.
3. Provide the County and the Watson Care Manager Database the necessary HMIS data exports for the development and maintenance of the System of Care Data Integration System to ensure increased care coordination, streamline service delivery and deduplication of efforts. This activity is estimated to be 200 hours in FY2021-2022.

#### **D. Coordinated Entry System Support**

1. As contracted support for CES and in compliance with the HEARTH Act and CoC guidance, Contractor shall under the direction of the County as the CES Lead:
  - Assist with the ongoing implementation and maintenance of the CES Module, as needed, within the HMIS software. Details to be coordinated with the County.
  - Manage the Individual and Family CES data in HMIS and provide requested reports as HMIS Lead.
  - Develop and manage the virtual front door infrastructure, including but not limited to three (3) full-time information & referral specialist that support the 2-1-1 call center.
  - Provide a Quarterly Report of the virtual front door in PDF and on a Dashboard that includes CES Access Point referrals, warm hand offs, veteran referrals and other items detailed by the County.
  - Coordinate Request for Release of aggregate CES data with the County for the purpose of system administration, technical support, program compliance and analytical use. The County as the CES Lead will evaluate such request and take the needed steps to coordinate with the CoC Board and the Contractor to fulfill appropriate aggregate CES data request. Contractor in partnership with the County shall present to the CoC Board a sample list of typical data requests for pre-approval for release of third party requests of aggregate CES data. The CoC Board and County shall be provided copies of the request and the data that is provided. If aggregate data obtained from Clarity software is to be released, copies of the data should be made available to the CoC Board and the County.

#### **E. Information and Referral Services**

1. Contractor shall make available a 24/7 multilingual health and social service call center that includes a robust database with up-to-date resource information.

- a. Refer persons in need to local resources such as food, shelter, clothing, workforce development, support groups, child development assessment and safety resources, health care access, substance abuse assessment and treatment services, and other necessary social service supports.
- b. Provide quarterly Demographic report in PDF format on contacts served and referrals given (by agency/program), by Service Planning Area and City. Countywide and Service Planning Area Reports to be submitted to the County as a public facing document.
- c. Provide quarterly Report to include results results of client satisfaction surveys, results on consumer and stakeholder confidence at least annually. Staff time, consultant time, and related costs associated with the above efforts are allowed under this Agreement.
- d. In coordination with the County, create dashboard reports that communicate to a variety of audiences including County Board of Supervisors, CoC Board, CoC and general public the various demands for resources, including housing in Orange County.
- e. Provide access to live, specially trained information and referral specialist 24 hours a day. Contractor staff shall complete training and keep documentation at site for Contractor's Staff.
- f. Provide assistance in a broad spectrum of languages either with multilingual staff or via a language line service. Quarterly report shall include report on languages utilized throughout time frame detailed.
- g. Provide and maintain the public access to the Contractor's website/database. In quarterly report, Contractor shall provide report on how many visits received from unique IP Address, total searches performed, and records views.
- h. Provide Orange County Social Services Agency (SSA) staff quarterly training, as requested, on use of the Public Resource Database (PRD) and access to an online tutorial. Data on trainings shall be included in the Quarterly Report.
- i. Staff and volunteers shall contact providers, both established and new, to update service information to include such data as their service description, location, hours, eligibility requirements, documentation requirements, fees and other pertinent information.
- j. Disseminate information to the public via an emailing listserv as requested by the County.
- k. Work with County staff to identify unmet needs and assist in locating programs offering those services.
- l. Provide online access to database to Orange County residents via website [www.211oc.org](http://www.211oc.org).

- m. Provide number of agencies, programs, and records updated during the quarter. Sufficient staffing to ensure reliability and accuracy of database. Contractor shall develop a Quality Control plan stating how staff and volunteers shall be used/volunteers shall be sustained and deliver that plan to County as directed.
2. Contractor shall reduce burden on 9-1-1 and fire non-emergency calls by training and educating staff on assessing 9-1-1 calls and disaster readiness as it relates to their roles.
- a. Promote the 211OC service to Public Service Answering Point (PSAP) other emergency responder systems.
- b. Train Contractor's Staff to assess when 9-1-1 is needed and to coordinate calls as appropriate.
- c. Provide information and reports the County including, but not limited to trend reports, and other regional information as requested given reasonable advance notice with newly implemented automatic/accessible data reports through an electronic platform such as Tableau or Power BI.
3. Contractor shall provide public information support in times of Emergency Operations Center (EOC) Activation.
- a. Coordinate with EOC during times of disaster. Providing rumor control, mass shelter information, extreme heat/cooling noticing system and notification of road closures or decontamination zones; contact community-based organizations and faith based organizations to ascertain special emergency-specific resources identified by the EOC; and provide general support to community in public information role. In the event of a disaster, provide summary report of activities.
- b. Act as portal for volunteer inquiries and donation confirmations in coordination with the County, OneOC, Family Assistance Ministries, Orange County Rescue Mission and/or other agencies during disaster and relief efforts. In the event of a disaster, provide summary report of activities.
- c. In preparation for support to EOC during times of disaster, participate with the County and other stakeholders in regional disaster preparedness/response meetings as appropriate to Call Center activities and Contractor's role in disaster preparedness/response.
- d. In conjunction with other funding sources, work with the County and stakeholders to develop a schedule of meetings and provide a summary report of action steps and meetings outcomes as related to Contractor's role in regional disaster preparedness/response.
4. Geographic Information Systems Data Support & Dashboard Reports
- Allow SSA and other County Departments to request/access data collected by Subrecipient Contractor for internal GIS mapping purposes as available

and applicable. SSA shall provide Subrecipient Contractor a copy of the GIS map produced with the Subrecipient's Contractor's data as applicable.

Deliverables:

<u>Section</u>	<u>Title</u>	<u>Description</u>	<u>Due Date</u>
<u>A. 1.</u>	<u>HUD NOFA CoC Application</u>	<ul style="list-style-type: none"> <li>- <u>Provide HMIS data needed to review project performance for the review and ranking process</u></li> <li>- <u>Provide CoC system-wide and project level performance data for CoC Application</u></li> <li>- <u>Support with refining procedures to prepare the HUD electronic submission.</u></li> <li>- <u>Participate in CoC Ad Hoc meetings related to the CoC NOFA application process as requested by the County.</u></li> </ul>	<u>Ongoing during Annual NOFA cycle</u>
<u>B. 1.</u>	<u>PIT</u>	<ul style="list-style-type: none"> <li>- <u>Lead and direct the needed provision of services to complete the annual Sheltered Count.</u></li> <li>- <u>Lead project design and oversight</u></li> <li>- <u>Resource development</u></li> <li>- <u>Design operate and maintain needed trainings marketing materials</u></li> <li>- <u>Create data analysis for Sheltered Count calculations</u></li> <li>- <u>Create final sheltered count report</u></li> </ul>	<u>Ongoing</u>
<u>B. 2.</u>	<u>PIT</u>	<ul style="list-style-type: none"> <li>- <u>Compile annual HIC and sheltered count</u></li> </ul>	<u>Ongoing</u>
<u>C. 1.</u>	<u>HMIS Lead</u>	<ul style="list-style-type: none"> <li>- <u>Fund develop for additional funding</u></li> <li>- <u>Analysis and annual report to communicate service usage, performance, and client profiles</u></li> </ul>	<u>Ongoing</u>

		<ul style="list-style-type: none"> <li>- <u>Modify, change or improve HMIS operating system as directed by the CoC Board or the County</u></li> <li>- <u>Update HMIS Policies and Procedures, as needed</u></li> <li>- <u>Submit APR to CoC Board</u></li> <li>- <u>Provide copies of all HMIS data requests and data provided.</u></li> <li>- <u>Provide project performance metric reports such as program exits and length of stay to the CoC, CoC Board and County staff</u></li> <li>- <u>Develop a live bed management system in coordination with County of Orange staff. Once developed, maintain the live bed management system.</u></li> </ul>	
<u>C. 2.</u>	<u>HMIS Lead</u>	- <u>Gathering available data sources to assist in developing an analysis plan that shall identify the current gaps in the CoC</u>	<u>Ongoing</u>
<u>C. 3</u>	<u>HMIS Lead</u>	- <u>Provide the County and the Watson Care Manager Database the necessary HMIS data exports for the development of the System of Care Data Integration System. This activity is estimated to be 200 hours in FY2021-2022.</u>	<u>Ongoing</u>
<u>D. 1.</u>	<u>CES Support</u>	<ul style="list-style-type: none"> <li>- <u>Assist with ongoing implementation and maintenance of the CES Module as needed</u></li> <li>- <u>Manage CES data in HMIS and provide requested reports</u></li> <li>- <u>Manage the Virtual Front Door</u></li> <li>- <u>Provide a Quarterly Report of the virtual front door in PDF and on a Dashboard</u></li> <li>- <u>Coordinate Request for Release of aggregate CES data with the County</u></li> </ul>	<u>Ongoing</u>



		<ul style="list-style-type: none"> <li>- <u>Support and provide needed information to the County for the completion of the APR</u></li> <li>- <u></u></li> </ul>	
<u>E.1.</u>	<u>I&amp;R Services</u>	<ul style="list-style-type: none"> <li>- <u>Maintain robust database with up-to-date resource information</u></li> <li>- <u>Provide quarterly Demographic report (PDF) on contacts served and referrals given by SPA and City.</u></li> <li>- <u>Provide quarterly consumer and annual stakeholder satisfaction reports confidence in the services</u></li> <li>- <u>Create dashboard reports as needed that demonstrate various demands for resources in county</u></li> <li>- <u>Quarterly report on languages utilized</u></li> <li>- <u>Quarterly report on visits received from, total searches performed, and records views.</u></li> <li>- <u>Quarterly SSA trainings on PRD</u></li> <li>- <u>Contact providers to update service information</u></li> <li>- <u>Disseminate information to the public via an emailing list</u></li> <li>- <u>Quarterly report of Quality Control plan and agencies, programs, and records updated during the quarter</u></li> </ul>	<u>Quarterly and/or ongoing</u>
<u>E.3.</u>	<u>I&amp;R Services</u>	<ul style="list-style-type: none"> <li>- <u>Publish online trend reports and other regional information</u></li> </ul>	<u>Ongoing</u>
<u>E.3.</u>	<u>I&amp;R Services</u>	<ul style="list-style-type: none"> <li>- <u>Provide information support in times of Emergency Operations Center (EOC) Activation.</u></li> </ul>	<u>Ongoing</u>

<u>E.4.</u>	<u>I&amp;R Services</u>	<u>- Provide Geographic Information Systems Data support and dashboard reports as needed</u>	<u>Ongoing</u>
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## **ATTACHMENT B-1**

### **Payment/Compensation**

#### **1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Contractor as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

#### **2. FIRM DISCOUNT AND PRICING STRUCTURE:**

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

#### **3. PAYMENT TERMS:**

An invoice for activities/services shall be submitted to the address specified below upon the completion of the activities/services and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice, in a format acceptable to the County of Orange and verified and approved HCA subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor. Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. Invoice(s) are to be sent to:

Orange County Health Care Agency  
405 W. 5<sup>th</sup> St. Suite 600  
Santa Ana, CA 92701  
[csinvoices@ochca.com](mailto:csinvoices@ochca.com)

#### **4. INVOICING INSTRUCTIONS:**

The Contractor will provide a monthly invoice on Contractor's letterhead for services rendered. Each invoice will include the following information:

1. A unique invoice number without spaces or dashes
2. A description of services provided
3. Total amount claimed
4. The invoice is for services provided within the Contract period

5. The invoice is billing the County of Orange or Health Care Agency or both
6. Contractor's name
7. Contractor remittance address
8. Contractor letterhead
9. Date
10. Expenditure and Revenue (E&R) Report

**ATTACHMENT C-1****Budget Schedule****Budget Summary**

## Administration and Program Cost Budget

<b>Contract Budget Summary</b>	
<b>Project Cost Categories</b>	<b>Cost</b>
<del>Project Activity: 2-1-1 Orange County Information &amp; Referral Call Center</del>	
<del>Salaries &amp; Benefits</del>	<del>\$84,960</del>
<del>Operating Costs</del>	<del>\$15,040</del>
<del>Project Total</del>	<del>\$100,000</del>
<del>Project Activity: HMIS Lead for Orange County CoC, including 25% match for HUD grant</del>	
<del>Salaries &amp; Benefits</del>	<del>\$101,050</del>
<del>Operating Costs</del>	<del>\$53,594</del>
<del>Project Total</del>	<del>\$154,644</del>
<del>Project Activity: Planning Grant Support with CoC NOFA Application, Sheltered PIT Support and HMIS</del>	
<del>Salaries &amp; Benefits</del>	<del>\$75,526</del>
<del>Operating Costs</del>	<del>\$16,579</del>
<del>Project Total</del>	<del>\$92,105</del>
<del>Project Activity: Operate Virtual Front Door</del>	
<del>Salaries &amp; Benefits</del>	<del>\$149,552</del>
<del>Operating Costs</del>	<del>\$32,828</del>
<del>Project Total</del>	<del>\$182,380</del>
<del>Contract Not to Exceed Amount</del>	<del>\$529,129</del>

<b>Contract Budget Summary</b>	
<b>Project Cost Categories</b>	<b>Cost</b>
<u>Project Activity: 2-1-1 Orange County Information &amp; Referral Call Center</u>	
<u>Salaries &amp; Benefits</u>	<u>\$84,960</u>
<u>Operating Costs</u>	<u>\$15,040</u>
<u>Project Total</u>	<u>\$100,000</u>
<u>Project Activity: HMIS Lead for Orange County CoC, including 25% match for HUD grant</u>	
<u>Salaries &amp; Benefits</u>	<u>\$101,050</u>
<u>Operating Costs</u>	<u>\$21,094</u>

<u>Project Total</u>	<u>\$122,144</u>
<u>Project Activity: Planning Grant – Support with CoC NOFA Application, Sheltered PIT Support</u>	
<u>Salaries &amp; Benefits</u>	<u>\$75,526</u>
<u>Operating Costs</u>	<u>\$16,579</u>
<u>Project Total</u>	<u>\$92,105</u>
<u>Project Activity: Operate Virtual Front Door</u>	
<u>Salaries &amp; Benefits</u>	<u>\$149,552</u>
<u>Operating Costs</u>	<u>\$32,828</u>
<u>Project Total</u>	<u>\$182,380</u>
<b><u>Contract Not to Exceed Amount</u></b>	<b><u>\$496,629</u></b>

**ATTACHMENT D-1****Staffing Plan**

**Project Title:** 211OC Professional & Technical and Information & Referral Services

Title	FTE*
I&R (\$100,000)	2.00
HMIS Lead and CES Support Funds (\$122,144)	1.25
Planning Grant Funds (\$92,105)	0.75
Virtual Front Door (CES) (\$182,380)	3.25
<i>TOTAL:</i>	7.25

\*FTE = Full-Time Equivalent

Subrecipient personnel must be duly licensed and qualified to provide the services under this Contract with appropriate training, education, and experience. Any change in Subrecipient: (a) key personnel, a reduction in effort of 25% or more, or an absence for 3 months; or (b) key finance/accounting personnel; requires written notice to County for approval of replacement personnel, which shall not be unreasonably withheld.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

**SIGNATURE PAGE FOLLOWS**