

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND

5 ~~ILLUMINATION FOUNDATION~~  
6 1736 FAMILY CRISIS CENTER

7 FOR THE PROVISION OF  
8 CalWORKs HOUSING SUPPORT PROGRAM SERVICES  
9

10 This AGREEMENT, entered into this 1st day of July ~~2017~~, 2020, which date is  
11 particularized for purpose of reference only, is by and between the COUNTY OF ORANGE,  
12 hereinafter referred to as "COUNTY," and ~~ILLUMINATION FOUNDATION~~1736 FAMILY  
13 CRISIS CENTER, a California non-profit corporation, ~~qualified to transact business in the State~~  
14 ~~of California~~, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered  
15 by the County of Orange Social Services Agency Director or designee, hereinafter referred to as  
16 "ADMINISTRATOR."  
17

18 WITNESSETH:

19 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
20 Housing Support Program (HSP) Services; and

21 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions  
22 hereinafter set forth;

23 WHEREAS, such services are authorized and provided for pursuant to California Welfare  
24 and Institutions Code Section 11200 et seq., also known as the California Work Opportunity and  
25 Responsibility to Kids (CalWORKs) Act of 1997 and Senate Bill (SB) 855 (Chapter 29, Statutes  
26 of 2014).

27 ~~NOW, THEREFORE, IT IS MUTUALLY~~ACCORDINGLY, THE PARTIES AGREED AS  
28 FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2017,2020~~ and terminate on June 30, ~~20192023~~, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, ~~by the parties, their officers, agents or employees,~~ are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES, ~~STAFFING~~

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and

1 supplies, as described in the Exhibit A to the Agreement between County of Orange and  
2 ~~Illumination Foundation~~ 1736 Family Crisis Center, for the Provision of ~~HSP~~ Housing Support  
3 Program Services, attached hereto and incorporated herein by reference. CONTRACTOR shall  
4 operate continuously throughout the term of this Agreement with the number and type of staff  
5 described and as required for provision of services hereunder.

6 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
7 changes in staffing allocations to reflect current workload demands or service needs as long as  
8 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

9 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
10 staff to attend an orientation session and subsequent training sessions given by COUNTY.

## 11 5. LICENSES AND STANDARDS

12 5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 26 of  
13 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
14 necessary licenses and permits required by the laws of the United States, State of California  
15 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
16 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
17 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
18 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
19 such laws and licensure requirements, including, without limitation, compliance with laws  
20 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
21 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
22 becoming expired, inactive, etc.).

23 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
24 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
25 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
26 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; ~~Title~~  
27 ~~48 CFR Section 31.2~~; and all applicable laws and regulations of the United States, State of  
28 California, County of Orange, and County of Orange Social Services Agency, and all

1 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist  
2 or be hereafter amended.

3 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
4 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
5 federal financial assistance programs and/or activities.

6 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTSCHANGE OF OWNERSHIP

7 6.1 Delegation and Assignment

8 6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
9 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
10 written consent of COUNTY. Any attempted delegation or assignment without prior written  
11 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
12 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
13 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
14 benefits under the terms of this Agreement requiring COUNTY approval.

15 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
16 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
17 for the provision of services under this Agreement.

18 6.2 Change of Ownership

19 CONTRACTOR agrees that if there is a change or transfer in ownership of  
20 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
21 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
22 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
23 Agreement and complete them to the satisfaction of COUNTY.

24 7. SUBCONTRACTS

25 7.1 CONTRACTOR shall not subcontract for services under this Agreement without  
26 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
27 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
28 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be

1 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
2 ADMINISTRATOR may require.

3 7.1.1 Subcontracts of \$50,000 or less

4 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,  
5 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services  
6 by CONTRACTOR when the cumulative total cost of the services to be provided by any  
7 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this  
8 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
9 providing services or the usual and customary charges established by the organization(s) providing  
10 the services.

11 7.1.2 Subcontracts in excess of \$50,000

12 7.1.2.1 CONTRACTOR shall develop and submit for approval to  
13 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
14 the total cumulative cost of services provided by any single organization is anticipated to exceed  
15 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed  
16 procurement system shall take into consideration such factors as: degree of price competition;  
17 pricing policies and techniques; experience and quality of service; methods of evaluating  
18 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,  
19 award, and post-award management of subcontracts, including internal audit procedures and  
20 monitoring of subcontractor's performance until completion of services.

21 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's  
22 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
23 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the  
24 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
25 consent prior to entering into a subcontract with any organization when the total cumulative cost  
26 of services to be provided by that organization is anticipated to exceed fifty thousand dollars  
27 (\$50,000) during the term of this Agreement.

28 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and

1 maintain accurate and complete financial records related to services provided under the terms of  
 2 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
 3 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
 4 until any pending audit is completed.

5 7.8. FORM OF BUSINESS ORGANIZATION—AND—REAL—PROPERTY  
 6 DISCLOSURE/NAME CHANGE

7 7.1.18.1 Form of Business Organization

8 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and  
 9 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to  
 10 ADMINISTRATOR, containing, but not limited to, the following information:

11 7.1.18.1.1 The form of CONTRACTOR's business organization, i.e.,  
 12 proprietorship, partnership, corporation, etc.

13 7.1.28.1.2 A detailed statement indicating the relationship of CONTRACTOR,  
 14 by way of ownership or otherwise, to any parent organization or individual.

15 7.1.38.1.3 A detailed statement indicating the relationship of CONTRACTOR  
 16 to any subsidiary business organization or to any individual who may be providing services,  
 17 supplies, material, or equipment to CONTRACTOR or in any manner does business with  
 18 CONTRACTOR under this Agreement.

19 7.28.2 Change in Form of Business Organization

20 If, during the term of this Agreement, the form of CONTRACTOR's business  
 21 organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's~~  
 22 ~~relationship to when changes occur between CONTRACTOR and~~ other businesses ~~dealing with~~  
 23 ~~CONTRACTOR under that could impact services provided through~~ this Agreement ~~changes,~~  
 24 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A  
 25 change in the form of business organization may, at COUNTY's sole discretion, be treated as an  
 26 attempted assignment of rights or delegation of duties of this Agreement.

27 ~~7.3—Real Property Disclosure:~~

28 ~~If CONTRACTOR is occupying any real property under any agreement, oral or~~



1 ~~written, where persons are to receive services hereunder, CONTRACTOR shall submit the~~  
2 ~~following information in addition to a copy of the lease, license or rental agreement, as well as any~~  
3 ~~other information requested, prior to the provision of services under this Agreement:~~

4 ~~7.3.1 The location by street address and city of any such real property.~~

5 ~~7.3.2 The fair market value of any such real property as such value is reflected~~  
6 ~~on the most recently issued County Tax Collector's tax bill.~~

7 ~~7.3.3 A detailed description of all existing and pending agreements, with~~  
8 ~~respect to the use or occupation of any such real property. Such description shall include, but not~~  
9 ~~be limited to:~~

10 ~~7.3.3.1 The term duration of any rental, lease or license~~  
11 ~~agreement;~~

12 ~~7.3.3.2 The amount of monetary consideration to be paid to the~~  
13 ~~lessor or licensor over the term of the rental, lease or license agreement;~~

14 ~~7.3.3.3 The type and dollar value of any other consideration to~~  
15 ~~be paid to the lessor or licensor; and~~

16 ~~7.3.3.4 The full names and addresses of all parties to any~~  
17 ~~agreement concerning the real property and a listing of liens (if any) thereof, together with a listing~~  
18 ~~by full names and addresses of all officers, directors and stockholders of any private corporation,~~  
19 ~~and a similar listing of all general and limited partners of any partnership which is a party.~~

20 ~~7.3.4 A listing by full names of all of CONTRACTOR's officers, directors~~  
21 ~~and/or partners, members of its administrative and advisory boards, staff and consultants, who~~  
22 ~~have any family relationship by marriage or blood with a party to any agreement concerning real~~  
23 ~~property referred to in Subparagraph 7.3.3, immediately above, or who have any present or future~~  
24 ~~financial interest in such person's business, whether the entity concerned is a corporation or~~  
25 ~~partnership. Such listing shall also include the full names of all of CONTRACTOR's officers,~~  
26 ~~directors, partners and those holding a financial interest. Included are members of its advisory~~  
27 ~~boards, members of its staff and consultants, who have any family relationship by marriage or~~  
28 ~~blood to an officer, director, or stockholder of the corporation or to any partner of the partnership.~~

1 ~~In preparing the latter listing, CONTRACTOR shall also indicate the names of the officers,~~  
2 ~~directors, stockholders, or partner(s), as appropriate, and the family relationship which exists~~  
3 ~~between such person(s) and CONTRACTOR's representatives listed.~~

4 ~~7.3.5 True and correct copies of all agreements with respect to any such real~~  
5 ~~property shall be appended to the documentation described above and made a part thereof. If,~~  
6 ~~during the term of this Agreement, there is a change in the agreement(s) with respect to real~~  
7 ~~property where persons receive services, CONTRACTOR shall promptly notify~~  
8 ~~ADMINISTRATOR, in writing, describing such changes.~~

9 8.3 Name Change

10 CONTRACTOR must notify COUNTY, in writing, of any change in  
11 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
12 Agreement. While CONTRACTOR is required to provide name change information without  
13 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
14 status upon request by COUNTY.

15 8.9. NON-DISCRIMINATION

16 ~~8.19.1~~ In the performance of this Agreement, CONTRACTOR agrees that it shall not  
17 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
18 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
19 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
20 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
21 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
22 status, or any other protected group, in accordance with the requirements of all applicable federal  
23 or State laws.

24 ~~8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~  
25 ~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

26 8.39.2 CONTRACTOR shall furnish any and all information requested by  
27 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
28 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph

1 89 et seq.

2 9.3 Non-Discrimination in Employment

3 8.49.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled  
4 “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented  
5 in Department of Labor regulations (Title 41 CFR Part 60).

6 ~~8.5 Non-Discrimination in Employment:~~

7 8.5.19.3.2 All solicitations or advertisements for employees placed by or on  
8 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for  
9 employment without regard to race, religious creed, color, national origin, ancestry, physical  
10 disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
11 gender identity, gender expression, age, sexual orientation, military and veteran status, or any other  
12 protected group, in accordance with the requirements of all applicable federal or State laws.  
13 Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous  
14 place for employees and job applicants.

15 8.5.29.3.3 CONTRACTOR shall refer any and all employees desirous of filing  
16 a formal discrimination complaint to:

17 California Department of ~~Social Services~~ Fair Employment

18 ~~Public Inquiry and Response Bureau~~

19 ~~P.O. Box 944243, M.S. 8-4-23~~

20 ~~Sacramento~~ 2218 Kausen Drive, Suite 100

21 Elk Grove, CA 9581495758

22 Telephone: (800) ~~952-5253884-1684~~

23 (800) ~~952-8349 (For the hard of hearing)~~ 700-2320 (TTY)

24 8.69.4 Non-Discrimination in Service Delivery

25 8.6.19.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil  
26 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the  
27 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
28 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as

1 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
 2 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
 3 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
 4 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
 5 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
 6 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
 7 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
 8 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
 9 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
 10 would have a discriminatory effect or which would violate the ~~California Department of Social~~  
 11 ~~Services (CDSS)~~ CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100.  
 12 If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions  
 13 or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5,  
 14 or any other laws, or the issue may be referred to the appropriate federal agency for further  
 15 compliance action and enforcement of Subparagraph 9.4 et seq.

16 8.6.29.4.2 CONTRACTOR shall provide any and all clients desirous of filing  
 17 a formal complaint any and all information as appropriate:

18 8.6.2.19.4.2.1 Pamphlet: “Your Rights Under California Welfare  
 19 Programs” (PUB 13)

20 8.6.2.29.4.2.2 Discrimination Complaint Form

21 8.6.2.39.4.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:

23 Orange County Social Services Agency

24 Program Integrity

25 Attn: Civil Rights Coordinator

26 P.O. Box 22001

27 Santa Ana, CA 92702-2001

28 Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. ~~458-16~~-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

90 7<sup>th</sup> Street, Suite 4-100

San Francisco, CA 9410294103

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (*SSA Contractor and Vendor Compliance page*)

9.10. NOTICES

9.10.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency

~~Contract~~Contracts and Procurement Services

1 500 N. State College Blvd, Suite 100  
2 Orange, CA 92868

3  
4 CONTRACTOR: ~~Illumination Foundation~~ 1736 Family Crisis Center  
5 2691 Richter Ave, #1072116 Arlington Avenue, Suite 200  
6 Irvine Los Angeles, CA 9620690018

7  
8 ~~9.210.2~~ 9.210.2 All notices shall be deemed effective when in writing and deposited in the  
9 United States mail, first class, postage prepaid and addressed as above. Any communications,  
10 including notices, requests, claims, correspondence, reports, and/or statements authorized or  
11 required by this Agreement addressed in any other fashion shall be deemed not given. The parties  
12 each may designate by written notice from time to time, in the manner aforesaid, any change in  
13 the address to which notices must be sent.

14 ~~10.11.~~ 11.11. NOTICE OF DELAYS

15 Except as otherwise provided under this Agreement, when either party has knowledge that  
16 any actual or potential situation is delaying or threatens to delay the timely performance of this  
17 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant  
18 information with respect thereto, to the other party.

19 ~~11.12.~~ 12.12. INDEMNIFICATION

20 ~~11.12.1~~ 12.12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
21 writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,  
22 COUNTY, and their elected and appointed officials, officers, employees, agents, and those special  
23 districts and agencies which COUNTY's Board of Supervisors acts as the governing Board  
24 ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or  
25 nature, including, but not limited to, personal injury or property damage arising from or related to  
26 the services, products, or other performance provided by CONTRACTOR pursuant to this  
27 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of  
28 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY

1 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as  
2 determined by the court. Neither party shall request a jury apportionment.

3 12.13. INSURANCE

4 ~~12.13.1~~ Prior to the provision of services under this Agreement, CONTRACTOR  
5 agrees to purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~  
6 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,  
7 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied  
8 with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and  
9 endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In  
10 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
11 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
12 CONTRACTOR.

13 ~~12.213.2~~ CONTRACTOR shall ensure that all subcontractors performing work on  
14 behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's  
15 insurance as an Additional Insured or maintain insurance subject to the same terms and conditions  
16 as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work  
17 if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
18 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance  
19 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
20 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
21 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
22 reasonable time.

23 ~~12.313.3~~ All self-insured retentions (SIRs) shall be clearly stated on the Certificate  
24 of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
25 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
26 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
27 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
28 provision(s) in the Agreement, agrees to all of the following:

1                   ~~12.3.1~~13.3.1 In addition to the duty to indemnify and hold COUNTY harmless  
 2 against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
 3 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
 4 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
 5 same; and

6                   ~~12.3.2~~13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute  
 7 and irrespective of any duty to indemnify or hold harmless; and

8                   ~~12.3.3~~13.3.3 The provisions of California Civil Code Section 2860 shall apply to  
 9 any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
 10 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
 11 insured.

12                   ~~12.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
 13 the full term of this Agreement, COUNTY may terminate this Agreement.

14                   ~~12.5~~13.5           Qualified Insurer

15                   ~~12.5.1~~13.5.1 The policy or policies of insurance ~~required herein~~ must be issued  
 16 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size  
 17 Category as determined by the most current edition of the Best's Key Rating Guide/Property-  
 18 Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be  
 19 licensed to do business in the state of California (California Admitted Carrier).

20                   ~~12.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
 21 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
 22 the company's performance and financial ~~rating~~ratings.

23                   ~~12.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall  
 24 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate



1 Automobile Liability including coverage for owned, \$1,000,000 per occurrence  
2 non-owned and hired vehicles

3 Workers' Compensation Statutory

4 Employer's Liability Insurance \$1,000,000 per occurrence

5 Network Security & Privacy Liability \$1,000,000 per claims made

7 12.8.13.8 Required Coverage Forms

8 12.8.13.8.1 Commercial General Liability coverage shall be written on  
9 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage  
10 at least as broad.

11 12.8.213.8.2 Business Auto Liability coverage shall be written on ISO form CA  
12 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13 12.9.13.9 Required Endorsements

14 12.9.13.9.1 Commercial General Liability policy shall contain the following  
15 endorsements, which shall accompany the Certificate of Insurance:

16 12.9.1.13.9.1.1 An Additional Insured endorsement using ISO form  
17 CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed  
18 officials, officers, agents and employees, as Additional Insureds or provide blanket coverage,  
19 which will state AS REQUIRED BY WRITTEN CONTRACT.

20 12.9.1.213.9.1.2 A primary non-contributing endorsement using ISO  
21 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is  
22 primary and any insurance or self-insurance maintained by the County of Orange shall be excess  
23 and non-contributing.

24 12.9.213.9.2 The Network Security and Privacy Liability policy shall contain the  
25 following endorsements which shall accompany the Certificate of Insurance.

26 12.9.2.13.9.2.1 An Additional Insured endorsement naming the  
27 County of Orange, its elected and appointed officials, officers, agents and employees as Additional  
28 Insureds for its vicarious liability.

1                                   ~~12.9.2.2~~13.9.2.2 A primary and non-contributing endorsement  
2 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance  
3 maintained by the County of Orange shall be excess and non-contributing.

4                                   ~~12.10~~13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
5 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
6 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
7 AS REQUIRED BY WRITTEN CONTRACT.

8                                   ~~12.11~~13.11 All insurance policies required by this Agreement shall waive all rights of  
9 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
10 employees when acting within the scope of their appointment or employment.

11                                   ~~12.12~~13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
12 of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of  
13 the cancellation notice to COUNTY. Failure to provide written notice of cancellation may  
14 constitute a material breach of the contract, upon which the COUNTY may suspend or terminate  
15 this Agreement.

16                                   ~~12.13~~13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a  
17 "claims made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy  
18 Liability coverage for two (2) years following completion of this Agreement.

19                                   ~~12.14~~13.14 The Commercial General Liability policy shall contain a severability of  
20 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001  
21 policy).

22                                   ~~12.15~~13.15 Insurance certificates should be mailed to COUNTY at the address  
23 indicated in Paragraph 10 of this Agreement.

24                                   ~~12.16~~13.16 If CONTRACTOR fails to provide the insurance certificates and  
25 endorsements within seven (7) days of notification by CEO/County Procurement Office or  
26 ADMINISTRATOR, award may be made to the next qualified proponent.

27                                   ~~12.17~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase  
28 or decrease insurance of any of the above insurance types throughout the term of this Agreement.

1 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
 2 appropriate to adequately protect COUNTY.

3 ~~12.18~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
 4 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of  
 5 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of  
 6 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,  
 7 and COUNTY shall be entitled to all legal remedies.

8 ~~12.19~~13.19 The procuring of such required policy or policies of insurance shall not be  
 9 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification  
 10 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage  
 11 and limits available from the insurer.

12 13.14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

13 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of  
 14 occurrence, the following:

15 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
 16 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
 17 under this Agreement. While CONTRACTOR is required to provide this information without  
 18 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
 19 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

20 ~~13.14.2~~ 14.2 Any accident or incident relating to services performed under this  
 21 Agreement that involves injury or property damage which may result in the filing of a claim or  
 22 lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within~~  
 23 ~~twenty-four (24) hours of occurrence.~~

24 ~~13.214.3~~ 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from  
 25 or relating to services performed by CONTRACTOR under this Agreement. ~~Such report shall be~~  
 26 ~~submitted to COUNTY within twenty four (24) hours of occurrence.~~

27 ~~13.314.4~~ 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
 28 property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of~~

1 ~~occurrence.~~

2 ~~13.414.5~~ Any loss, disappearance, destruction, misuse or theft of any kind  
3 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the  
4 term of this Agreement. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours~~  
5 ~~of occurrence.~~

6 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
7 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
8 of service location or jurisdiction.

9 14.15. CONFLICT OF INTEREST

10 ~~14.115.1~~ CONTRACTOR shall exercise reasonable care and diligence to prevent any  
11 actions or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY.~~  
12 ~~This.~~ In addition to the CONTRACTOR, this obligation shall apply to ~~CONTRACTOR and,~~  
13 ~~CONTRACTOR's employees, volunteers, agents, relatives, and~~ subcontractors ~~and third parties~~  
14 associated with ~~accomplishing the work hereunder~~provision of goods and services provided under  
15 this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing  
16 rules and procedures preventing its employees, agents, and subcontractors from providing or  
17 offering gifts, entertainment, payments, loans, or other considerations which could be deemed to  
18 influence or appear to influence COUNTY staff or elected officers in the performance of their  
19 duties.

20 ~~14.2~~ ~~CONTRACTOR's efforts shall include, but not be limited to, establishing~~  
21 ~~precautions to prevent its employees or agents from making, receiving, providing, or offering gifts,~~  
22 ~~entertainment, payments, loans or other considerations which could be deemed to appear to~~  
23 ~~influence individuals to act contrary to the best interests of COUNTY.~~

24 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
25 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
26 Agreement performance. While CONTRACTOR will be required to provide this information  
27 without prompting from COUNTY any time there is a change regarding conflict of interest,  
28 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

~~15.16.~~ ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

~~16.17.~~ SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim payment 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. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

~~17.18.~~ EQUIPMENT

~~17.18.1~~ All items purchased with funds provided under this Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

~~17.1.18.1.1~~ To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

~~17.1.218.1.2~~ To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the

1 Capital Equipment is being used, in accordance with procedures developed by  
2 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days  
3 of any request therefore.

4 ~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after  
5 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law  
6 enforcement agency must be contacted and a copy of the police report submitted to  
7 ADMINISTRATOR.

8 ~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or  
9 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the  
10 full replacement value thereof, providing protection against the classification of fire, extended  
11 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
12 parties' interests as they appear.

13 ~~17.2~~18.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
14 requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall  
15 fulfill the provisions of this Agreement which are appropriate and directly related to  
16 CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse  
17 reimbursement for any costs resulting from Capital Equipment purchased which are incurred by  
18 CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

19 ~~17.3~~18.3 ~~Personal~~ Computer Equipment

20 No ~~personal~~ computers and/or personal electronic devices, such as tablets and  
21 laptop computers, or any component thereof, may be purchased with funds provided under this  
22 Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR.  
23 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,  
24 be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4,  
25 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon  
26 termination of this Agreement.

27 ~~18.19.~~ BREACH SANCTIONS

28 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or

1 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
 2 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
 3 available at law, in equity, or otherwise specified in this Agreement:

4 ~~18.1~~19.1.1 Afford CONTRACTOR a time period within which to cure the  
 5 breach, which period shall be established by ADMINISTRATOR; and/or

6 ~~18.2~~19.1.2 Discontinue reimbursement to CONTRACTOR for and during the  
 7 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later  
 8 recovery; and/or

9 ~~18.3~~19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid  
 10 by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

11 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
 12 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

### 13 19.20. PAYMENTS

#### 14 ~~19.1~~20.1 Maximum Contractual Obligation

15 The maximum obligation of COUNTY under this Agreement shall not exceed the  
 16 amount of ~~\$1,2245,500:—the,000,~~ or actual allowable costs, whichever is less. The estimated  
 17 annual amount of \$612for each twelve (12) month period is as follows:

18 20.1.1 \$1,500,000 for July 1, ~~2017~~2020 through June 30, ~~2018~~2021;

19 20.1.2 \$2,000,000 for July 1, 2021 through June 30, 2022; and ~~the amount of \$612~~

20 20.1.3 \$2,000,000 for July 1, ~~2018~~2022 through June 30, ~~2019,~~ or actual allowable  
 21 costs, whichever is less2023.

#### 22 ~~19.2~~20.2 Allowable Costs

23 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
 24 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this  
 25 Agreement, as defined in Title 2 CFR, Part ~~230~~200, or as approved by ADMINISTRATOR.  
 26 However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable  
 27 costs that will be incurred by CONTRACTOR for June ~~2018~~2021, June ~~2019~~2022, and June  
 28 ~~2020~~2023, during the month of such anticipated expenditure.



1                    19.3.20.3        Claims

2                    19.3.120.3.1 CONTRACTOR shall submit monthly claims to be received by  
3 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
4 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
5 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
6 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
7 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
8 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

9                    19.3.220.3.2 All claims must be submitted on a form approved by  
10 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
11 source documents with the monthly claim, including, inter alia, a monthly statement of services,  
12 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving  
13 records, some of which may be required to be copied. Source documents that CONTRACTOR  
14 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.  
15 CONTRACTOR shall retain all financial records in accordance with Paragraph 25 ~~(Records,~~  
16 ~~Inspections, and Audits)~~ of this Agreement.

17                    19.3.320.3.3 Payments should be released by COUNTY within a reasonable time  
18 period of approximately thirty (30) days after receipt of a correctly completed claim form and  
19 required supporting documentation.

20                    19.3.420.3.4        Year-End and Final Claims

21                    19.3.4120.3.4.1        CONTRACTOR shall submit a final claim for each  
22 COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated  
23 in Paragraph 1, by no later than August 30<sup>th</sup> of each corresponding COUNTY fiscal year. Claims  
24 received after August 30<sup>th</sup> of each corresponding COUNTY fiscal year may, at  
25 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the  
26 date upon which the final claim per each COUNTY fiscal year must be received, upon written  
27 notice to CONTRACTOR.

28                    19.3.4220.3.4.2        The basis for final settlement shall be the actual



1 allowable costs as defined in Title 45 CFR and 2 CFR, Part 230200, incurred and paid by  
 2 CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of  
 3 COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount  
 4 of the overpayment against the final payment. In the event overpayment exceeds the final  
 5 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of  
 6 notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY  
 7 in the event an overpayment has been made.

8 ~~19.3.5 — Seventy Five Percent Expenditure Notification:~~

9 ~~19.3.5.1 — CONTRACTOR shall maintain a system of record~~  
 10 ~~keeping that will allow CONTRACTOR to determine when it has incurred seventy five percent~~  
 11 ~~(75%) of the total contract authorizations under this Agreement. Upon occurrence of this event,~~  
 12 ~~CONTRACTOR shall send written notification to ADMINISTRATOR.~~

13 20.21. OVERPAYMENTS

14 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
 15 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with  
 16 any applicable regulations and/or policies in effect during the term of this Agreement, or as  
 17 established by COUNTY procedure. Any overpayments made by COUNTY which result from a  
 18 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to  
 19 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment  
 20 within thirty (30) days after the date of the final audit findings report and prior to any  
 21 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected  
 22 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within  
 23 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees  
 24 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this  
 25 Paragraph.

26 21.22. OUTSTANDING DEBT

27 CONTRACTOR shall have no outstanding debt with ADMINISTRATORCOUNTY, or  
 28 shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to

1 entering into and during the term of this Agreement.

2 22.23. FINAL REPORT

3 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within  
4 sixty (60) days after the termination of this Agreement, which shall summarize the activities and  
5 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and  
6 ADMINISTRATOR may mutually agree ~~in writing~~ to modify the date upon which the final report  
7 must be submitted. Any agreement must be in writing.

8 23.24. INDEPENDENT AUDIT

9 23.124.1 CONTRACTOR shall employ a licensed certified public accountant who  
10 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
11 expenditures during the term of this Agreement in compliance with ~~the~~ 31 UCSUSC 7501 – 7507,  
12 as well as its implementing regulations under 2 CRFCFR Part 200, Uniform Administrative  
13 Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR  
14 is not subject to the aforementioned regulations for any year covered during the term of this  
15 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report  
16 of CONTRACTOR's financial statements. The audit must be performed in accordance with  
17 generally accepted government auditing standards ~~and Title 2 CFR Part 230.~~ CONTRACTOR  
18 shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is  
19 taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

20 23.224.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers  
21 July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of  
22 organization-wide audits for each of the fiscal cycles corresponding with the term of this  
23 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of  
24 CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be  
25 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement  
26 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.  
27 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to  
28 CONTRACTOR.

1     24.25. RECORDS, INSPECTIONS, AND AUDITS

2             24.125.1       Financial Records

3                     ~~24.1.1~~25.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
4 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
5 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
6 State, and federal audits are completed, whichever is later.

7                     ~~24.1.2~~25.1.2 CONTRACTOR shall establish and maintain reasonable  
8 accounting, internal control, and financial reporting standards in conformity with generally  
9 accepted accounting principles established by the American Institute of Certified Public  
10 Accountants and to the satisfaction of ADMINISTRATOR.

11             24.225.2       Client Records

12                     ~~24.2.1~~25.2.1 CONTRACTOR shall prepare and maintain accurate and complete  
13 records of clients served and dates and type of services provided under the terms of this Agreement  
14 in a form acceptable to ADMINISTRATOR.

15                     ~~24.2.2~~25.2.2 CONTRACTOR shall keep all COUNTY data provided to  
16 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the  
17 date of final payment under this Agreement, or until all pending COUNTY, State, and federal  
18 audits are completed, whichever is later. These records shall be stored in Orange County, unless  
19 CONTRACTOR requests and COUNTY provides written approval for the right to store the  
20 records in another county. Notwithstanding anything to the contrary, upon termination of this  
21 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY  
22 in accordance with Subparagraph 41.2.

23                     ~~24.2.3~~25.2.3 COUNTY may refuse payment for a claim if client records are  
24 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined  
25 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment  
26 as an overpayment within the provisions of this Agreement.

27             24.325.3       Public Records

28                     To the extent permissible under the law, all records, including, but not limited to,

1 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may  
2 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

3 24.4.25.4 Inspections and Audits

4 ~~24.4.1~~25.4.1 The U.S. Department of Health and Human Services, Comptroller  
5 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,  
6 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized  
7 representatives, shall have access to any books, documents, papers, and records, including medical  
8 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement  
9 ~~for the purpose of financial monitoring~~. Further, all the above mentioned persons have the right  
10 at all reasonable times to inspect or otherwise evaluate the work performed or being performed  
11 under this Agreement and the premises in which it is being performed.

12 ~~24.4.2~~25.4.2 CONTRACTOR shall make its books and ~~financial~~ records  
13 available within the borders of Orange County within ten (10) days of receipt of written demand  
14 by ADMINISTRATOR.

15 ~~24.4.3~~25.4.3 In the event CONTRACTOR does not make available its books and  
16 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
17 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
18 obtain CONTRACTOR's books and ~~financial~~ records.

19 ~~24.4.4~~25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
20 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any  
21 disallowances or other audit exceptions to the extent that such liability is attributable to  
22 CONTRACTOR's failure to perform under this Agreement.

23 24.5.25.5 Evaluation Studies

24 ~~24.5.1~~ CONTRACTOR shall participate, as requested by COUNTY, in research  
25 and/or evaluative studies designed to show the effectiveness and/or efficiency of  
26 CONTRACTOR's services or provide information about CONTRACTOR's project.

27 25-26. PERSONNEL DISCLOSURE

28 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services

1 through this Agreement, paid and unpaid, including those identified in Paragraph 16 of Exhibit A  
2 (hereinafter referred to as "Personnel").

3 ~~25.1.2~~26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list  
4 of all Personnel providing services hereunder, including résumés and job applications. Changes  
5 to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a  
6 résumé and/or job application. The list shall include:

7 ~~25.1.1~~26.2.1 Names and dates of birth of all ~~full or part-time personnel by title,~~  
8 ~~including volunteer personnel~~Personnel by title, whose direct services are required to provide the  
9 programs described herein;

10 ~~25.1.2~~26.2.2 A brief description of the functions of each position and the hours  
11 each person works each week, or for part-time Personnel, each day or month, as appropriate;

12 ~~25.1.3~~26.2.3 The professional degree, if applicable, and experience required for  
13 each position; and

14 ~~25.1.4~~26.2.4 The language skill, if applicable, for all Personnel.

15 ~~25.2~~26.3 Where authorized by law, ~~CONTRACTOR's employment applications and~~  
16 ~~in a manner consistent with California Government Code §12952, CONTRACTOR~~ shall require  
17 ~~applicants~~prospective Personnel to provide detailed information regarding the conviction of a  
18 crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in~~  
19 ~~the employment application~~ discovered subsequent to the hiring or promotion of any  
20 ~~applicant~~prospective Personnel shall be cause for termination ~~of that employee~~ from the  
21 performance of services under this Agreement.

22 ~~25.3~~26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
23 COUNTY, a clearance on the following public websites of the names and dates of birth for all  
24 ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served  
25 through this Agreement: U.S. Department of Justice National Sex Offender Website  
26 ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

27 ~~26.5~~ Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
28 a criminal record background check on all ~~employees (direct service and administrative) funded~~

1 ~~through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.)~~Personnel  
2 who will have direct, interactive contact with clients served through this Agreement. Background  
3 checks conducted through the California Department of Justice shall include a check of the  
4 California Central Child Abuse Index, when applicable. Candidates will satisfy background  
5 checks consistent with this Paragraph and their performance of services under this Agreement.

6 ~~25.4~~26.6 CONTRACTOR shall ensure that clearances and background checks  
7 described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel  
8 providing services under this Agreement.

9 ~~25.5~~26.7 In the event a record is revealed through the processes described in  
10 Subparagraphs ~~25.3~~26.4 and ~~25.4,~~26.5, COUNTY will be available to consult with  
11 CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

12 ~~25.6~~26.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~Personnel  
13 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work  
14 records and/or reference checks indicating their ability to perform the required duties and accept  
15 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain  
16 records of background investigations and reference checks undertaken and coordinated by  
17 CONTRACTOR for ~~each employee and/or volunteer~~Personnel assigned to provide services under  
18 this Agreement, for a minimum of five (5) years from the date of final payment under this  
19 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is  
20 later, in compliance with all applicable laws.

21 ~~25.7~~26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
22 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~  
23 ~~employee and/or volunteer staff~~Personnel performing services under this Agreement, when such  
24 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether  
25 such ~~employee and/or volunteer~~Personnel may continue to provide services under this Agreement  
26 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's  
27 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this  
28 Agreement, pursuant to Paragraph 19 above.

1           ~~25.8~~26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
 2 ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's  
 3 ~~staff~~Personnel.

4           ~~25.9~~26.11 COUNTY shall have the right to require CONTRACTOR to remove any  
 5 ~~employee~~Personnel from the performance of services under this Agreement. At the request of  
 6 COUNTY, CONTRACTOR shall immediately replace said Personnel.

7           ~~25.10~~26.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel  
 8 is terminated for cause from working on this Agreement.

9           ~~25.11~~26.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this  
 10 Paragraph ~~25~~,26 shall not relieve CONTRACTOR of its obligation to complete all work in  
 11 accordance with the terms and conditions of this Agreement.

12 ~~26~~.~~27~~. EMPLOYMENT ELIGIBILITY VERIFICATION

13           As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
 14 statutes and regulations regarding the employment of aliens and others, and that all its employees  
 15 performing work under this Agreement meet the citizenship or alien status requirement set forth  
 16 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing  
 17 work hereunder, all verification and other documentation of employment eligibility status required  
 18 by federal or State statutes and regulations including, but not limited to, the Immigration Reform  
 19 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may  
 20 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
 21 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
 22 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers  
 23 and employees from employer sanctions and any other liability which may be assessed against  
 24 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
 25 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
 26 work under this Agreement.

27 ~~27.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

28 ~~27.1~~ In order to comply with child support enforcement requirements of COUNTY,



1 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~  
2 ~~this Agreement:~~

- 3 ~~(a) in the case of an individual contractor, his/her name, date of birth, Social Security~~  
4 ~~number and residence address;~~
- 5 ~~(b) in the case of a contractor doing business in a form other than as an individual, the~~  
6 ~~name, date of birth, Social Security number and residence address of each~~  
7 ~~individual who owns an interest of ten percent (10%) or more in the contracting~~  
8 ~~entity;~~
- 9 ~~(c) a certification that CONTRACTOR has fully complied with all applicable Federal~~  
10 ~~and State reporting requirements regarding its employees; and~~
- 11 ~~(d) a certification that CONTRACTOR has fully complied with all lawfully served~~  
12 ~~Wage and Earnings Assignment Orders and Notices of Assignment, and will~~  
13 ~~continue to so comply.~~

14 ~~27.2 The failure of CONTRACTOR to timely submit the data or certifications required~~  
15 ~~by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting~~  
16 ~~requirements for child support enforcement or to comply with all lawfully served Wage and~~  
17 ~~Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this~~  
18 ~~Agreement, and failure to cure such breach within sixty (60) calendar days of notice from~~  
19 ~~COUNTY shall constitute grounds for termination of this Agreement.~~

20 ~~27.3 It is expressly understood that this data will be transmitted to governmental~~  
21 ~~agencies charged with the establishment and enforcement of child support orders, and for no other~~  
22 ~~purpose.~~

23 **28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING**

24 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
25 that all employees, ~~volunteers, consultants or agents~~agents, subcontractors, and all other  
26 individuals performing services under this Agreement report child abuse or neglect to one of the  
27 agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined  
28 in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630.



1 CONTRACTOR shall require such ~~employee, volunteer, consultant or agent~~employees, agents,  
 2 subcontractors, and all other individuals performing services under this Agreement to sign a  
 3 statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
 4 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
 5 forth in Section 15630 of the WIC, and ~~will~~shall comply with the provisions of these code sections,  
 6 as they now exist or as they may hereafter be amended.

7 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
 8 LAW

9 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely  
 10 Surrendered Baby Law, its implementation in Orange County, and where and how to safely  
 11 surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing  
 12 purposes. The information shall be posted in all reception areas where clients are served.

13 30. CONFIDENTIALITY

14 30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
 15 ~~WIC Sections 827 and~~ 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of  
 16 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may  
 17 now exist or be hereafter amended.

18 30.2 All records and information concerning any and all persons referred to  
 19 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
 20 by CONTRACTOR and CONTRACTOR's employees, ~~volunteers,~~ agents, ~~and~~ subcontractors,  
 21 and all other individuals performing services under this Agreement. CONTRACTOR shall require  
 22 all of its employees, ~~volunteers,~~ agents, subcontractors, and ~~partners who may provide~~all other  
 23 individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an agreement  
 24 with CONTRACTOR before commencing the provision of any such services, ~~to maintain the~~  
 25 ~~confidentiality of any and all materials and information with which they may come into contact,~~  
 26 ~~or the identities or any identifying characteristics or information with respect to any and all Clients~~  
 27 ~~referred to CONTRACTOR by COUNTY, except as may be required to provide services under~~  
 28 ~~this Agreement or to those specified in this Agreement as having the capacity to audit~~

1 ~~CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with~~  
2 ~~any audits specified in Paragraph 24, provide reports and any other information required by~~  
3 ~~COUNTY in the administration of this Agreement, and as otherwise permitted by law, agreeing to~~  
4 ~~maintain confidentiality pursuant to State and federal law and the terms of this Agreement.~~

5 30.3 CONTRACTOR shall inform all of its employees, ~~volunteers,~~ agents,  
6 subcontractors, and ~~partners~~ all other individuals performing services under this Agreement of this  
7 provision and that any person violating the provisions of said California state law may be guilty  
8 of a crime.

9 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
10 to the confidentiality requirements of this Agreement.

### 11 31. SECURITY BREACH NOTIFICATION

#### 12 31.1 Security Requirements

13 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
14 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
15 confidentiality that currently exists or exists at any time during the term of this Agreement.  
16 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
17 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
18 private and confidential client information, to protect against anticipated threats to the security or  
19 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or  
20 use of COUNTY data. Such safeguards and controls shall include at a minimum:

21 31.1.1.1 Storage of confidential paper files that ensures records are  
22 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

23 31.1.1.2 Control of access to physical and electronic records to ensure  
24 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
25 services.

26 31.1.1.3 Control to prevent unauthorized access and to prevent  
27 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

28 31.1.1.4 Firewall protection.

1                    31.1.1.5 Use of encryption methods of electronic COUNTY data while  
 2 in transit from CONTRACTOR networks to external networks, when applicable.

3                    31.1.1.6 Measures to securely store all COUNTY data, including, but not  
 4 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
 5 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
 6 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
 7 the term of this Agreement administrative, technical, and physical safeguards and controls  
 8 consistent with State and federal security requirements.

9                    31.2 Security Breach Notification

10                   ~~31.1~~31.2.1 CONTRACTOR shall have policies and procedures in place for the  
 11 effective management of Security Breaches, as defined below. In the event of any actual,  
 12 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
 13 experiences or learns of that either compromises or could reasonably be expected to comprise  
 14 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security  
 15 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
 16 notification, CONTRACTOR shall, at its own expense, immediately:

17                    ~~31.1.1~~31.2.1.1 Investigate to determine the nature and extent of the Security  
 18 Breach.

19                    ~~31.1.2~~31.2.1.2 Contain the incident by, ~~among things taking necessary~~  
 20 action, including, but not limited to, attempting to recover records, revoking access, and/or  
 21 correcting weaknesses in security.

22                    ~~31.1.3~~31.2.1.3 Report to COUNTY the nature of the Security Breach, the  
 23 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
 24 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
 25 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
 26 take to prevent future similar unauthorized use or disclosure.

27                    ~~31.2~~ ~~CONTRACTOR agrees to fully cooperate with~~The COUNTY ~~and assume~~  
 28 ~~responsibility at~~, ~~in its own expense, to be determined in the~~ sole discretion of COUNTY, all

1 ~~notifications legally required [and all and on a case-by-case basis, will determine what actions are~~  
2 ~~necessary in response to the Security Breach and who will perform these actions. Actions may~~  
3 ~~include, but are not limited to: notifications; investigation and remediation costs associated with a~~  
4 ~~Security Breach, including but not limited to, notification of all whose personal information was~~  
5 ~~disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In~~  
6 ~~the sole discretion of event COUNTY]. Alternatively, determines CONTRACTOR will conduct~~  
7 ~~additional action(s), CONTRACTOR shall reimburse COUNTY for all such bear the costs incurred~~  
8 ~~by. In the event COUNTY conducts additional actions(s) arising out of or in connection with the~~  
9 ~~Security Breach as legally required.~~

10 ~~31.331.2.2 In addition to any other indemnification obligations in this~~  
11 ~~Agreement, CONTRACTOR shall fully indemnify and defend COUNTY from any costs, loss or~~  
12 ~~damage to COUNTY resulting from a Security Breach or the unauthorized disclosure of COUNTY~~  
13 ~~data by CONTRACTOR, including its subcontractors, CONTRACTOR shall reimburse~~  
14 ~~COUNTY for costs associated to legally required actions.~~

15 ~~32. SECURITY REQUIREMENTS~~

16 ~~CONTRACTOR represents and warrants that it has implemented and will maintain during the~~  
17 ~~term of this Agreement the highest industry standard administrative, technical, and physical~~  
18 ~~safeguards and controls designed to ensure the security and confidentiality of COUNTY data,~~  
19 ~~protect against anticipated threats to the security or integrity of COUNTY data, and protect against~~  
20 ~~unauthorized physical or electronic access to or use of COUNTY data.~~

21 ~~32.1 Such safeguards and controls shall include at a minimum: access controls on~~  
22 ~~information systems, including controls to authenticate and permit access to COUNTY data only~~  
23 ~~to authorized individuals and to prevent CONTRACTOR employees from providing COUNTY~~  
24 ~~data to unauthorized individuals; industry standard firewall protection; encryption of electronic~~  
25 ~~COUNTY data while in transit from CONTRACTOR networks to external networks; measures to~~  
26 ~~securely store all COUNTY data, including but not be limited to, encryption at rest and multiple~~  
27 ~~levels of authentication; and measures to ensure COUNTY data shall not be altered or corrupted~~  
28 ~~without COUNTY'S prior written consent.~~

1           ~~32.2—CONTRACTOR further represents and warrants that it has implemented and will~~  
2 ~~maintain during the term of this Agreement administrative, technical, and physical safeguards and~~  
3 ~~controls consistent with state and federal security requirements.~~

4           ~~32.3—CONTRACTOR shall provide COUNTY with information on attempted intrusions~~  
5 ~~and other relevant or useful information that can be reported for further investigation and referral~~  
6 ~~for an appropriate response by CONTRACTOR or ADMINISTRATOR.~~

7 33.32. COPYRIGHT ACCESS

8           The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have  
9 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and  
10 hereafter, all material developed under this Agreement, including those covered by copyright.

11 34.33. WAIVER

12           No delay or omission by either party hereto to exercise any right or power accruing upon  
13 any noncompliance or default by the other party with respect to any of the terms of this Agreement  
14 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
15 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other  
16 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
17 condition, or agreement herein contained.

18 35.—PETTY CASH

19           ~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed~~  
20 ~~one thousand dollars (\$1,000).~~

21 36.—PUBLICITY

22           ~~36.1—Information and solicitations, prepared and released by CONTRACTOR,~~  
23 ~~concerning the services provided under this Agreement shall state that the program, wholly or in~~  
24 ~~part, is funded through COUNTY, State and Federal government funds.~~

25           ~~36.2—CONTRACTOR shall not disclose any details in connection with this Agreement~~  
26 ~~to any person or entity except as may be otherwise provided hereunder or required by law.~~  
27 ~~However, in recognizing CONTRACTOR's need to identify its services and related clients to~~  
28 ~~sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this~~

1 ~~Agreement within the following conditions:~~

2 ~~36.2.1 — CONTRACTOR shall develop all publicity material in a professional~~  
3 ~~manner; and~~

4 ~~36.2.2 — During the term of this Agreement, CONTRACTOR shall not, and shall~~  
5 ~~not authorize another to, publish or disseminate any commercial advertisements, press releases,~~  
6 ~~feature articles, or other materials using the name of COUNTY without the prior written consent~~  
7 ~~of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

8 34. ~~40.3~~—SERVICES DURING EMERGENCY AND/OR DISASTER

9 34.1 CONTRACTOR acknowledges that service usage may surge during or after an  
10 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
11 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
12 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
13 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
14 described above may require resources or support beyond the local government’s capability and  
15 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
16 council, county board of supervisors, or state) and may be declared at the federal level by the  
17 President of the United States.

18 34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
19 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
20 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
21 include, but are not limited to: providing services at different location(s), assigning staff to work  
22 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
23 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
24 prioritizing services for staff as requested by COUNTY.

25 34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
26 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
27 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary  
28 expenditures provided during or after an emergency/disaster shall be calculated by the same rates

1 that apply during non-emergency/disaster conditions.

2 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

3 ~~36.335.1~~ COUNTY owns all rights to the name, logos, and symbols of COUNTY.  
 4 The use and/or reproduction of COUNTY's name ~~and/, logos, or logos~~ symbols for any purpose,  
 5 including commercial advertisement, promotional purposes, announcements, displays, or press  
 6 releases, without COUNTY's prior written consent is expressly prohibited.

7 ~~37. COUNTY RESPONSIBILITIES~~

8 ~~35.2 ADMINISTRATOR will provide consultation and technical assistance and will~~  
 9 ~~monitor performance of CONTRACTOR in meeting the terms of~~ may develop and publish  
 10 information related to this Agreement where all of the following conditions are satisfied:

11 ~~38. REFERRALS~~

12 ~~38.1 CONTRACTOR shall provide services to individuals referred by~~  
 13 ~~ADMINISTRATOR.~~

14 35.2.1 ADMINISTRATOR provides its written approval of the content and  
 15 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
 16 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

17 35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
 18 a statement that the program, wholly or in part, is funded through County, State, and Federal  
 19 Government funds;

20 35.2.3 The information does not give the appearance that the COUNTY, its  
 21 officers, employees, or agencies endorse:

22 35.2.3.1 Any commercial product or service; and

23 35.2.3.2 Any product or service provided by CONTRACTOR, unless  
 24 approved in writing by ADMINISTRATOR; and

25 35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
 26 or other publicly available social media sites) to publish information related to this Agreement,  
 27 CONTRACTOR shall develop social media policies and procedures and have them available to  
 28 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy



1 and Procedures as they pertain to any social media developed in support of the services described  
2 within this Agreement. The policy is available on the Internet at  
3 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

4 39.36. REPORTS

5 39.136.1 CONTRACTOR shall provide information deemed necessary by  
6 ADMINISTRATOR to complete any State-required reports related to the services provided under  
7 this Agreement.

8 39.236.2 CONTRACTOR shall maintain records and submit reports containing such  
9 data and information regarding the performance of CONTRACTOR's services, costs, or other data  
10 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
11 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
12 written notice to CONTRACTOR.

13 40.37. ENERGY EFFICIENCY STANDARDS

14 As applicable, CONTRACTOR shall comply with the mandatory standards and policies  
15 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

16 41.38. ENVIRONMENTAL PROTECTION STANDARDS

17 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401  
18 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and  
19 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),  
20 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR  
21 assures that:

22 41.138.1 No facility to be utilized in the performance of the proposed grant has been  
23 listed on the EPA List of Violating Facilities;

24 41.238.2 It will notify COUNTY prior to award of the receipt of any communication  
25 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized  
26 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

27 41.338.3 It will notify COUNTY and EPA about any known violation of the above  
28 laws and regulations.



1 42.39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
2 CERTAIN FEDERAL TRANSACTIONS

3 39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
4 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
5 by the OMB Office of Management and Budget (OMB) and published in the Federal Register dated  
6 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
7 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
8 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
9 ADMINISTRATOR that cites the following:

10 39.1.1 The definitions and prohibitions contained in the clause at Federal  
11 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
12 Transactions, included in this solicitation, are hereby incorporated by reference in Paragraph  
13 (B) Subparagraph B of this certification.

14 39.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
15 knowledge and belief as of December 23, 1989, that

16 39.1.2.1 No federal appropriated funds have been paid or will be paid to  
17 any person for influencing or attempting to influence an officer or employee of any agency, a  
18 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
19 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
20 of any federal grant, the making of any federal loan, the entering into of any cooperative  
21 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
22 contract, grant, loan or cooperative agreement;

23 39.1.2.2 If any funds other than federal appropriated funds (including  
24 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
25 person for influencing or attempting to influence an officer or employee of any agency, a Member  
26 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
27 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
28 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;

1 and

2 ~~3~~39.1.2.3 He or she will include the language of this certification in all  
3 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
4 \$100,000 shall certify and disclose accordingly.

5 39.1.3 Submission of this certification and disclosure is a prerequisite for making  
6 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
7 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
8 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
9 and not more than \$100,000, for each such failure.

10 43.40. POLITICAL ACTIVITY

11 CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
12 directly or indirectly, any political party, political candidate, or political activity, except as  
13 permitted by law.

14 44.41. TERMINATION PROVISIONS

15 ~~44.141.1~~ ADMINISTRATOR may terminate this Agreement without penalty,  
16 immediately with cause or after thirty (30) days written notice without cause, unless otherwise  
17 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be  
18 limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud  
19 on the part of CONTRACTOR, discontinuance of the services for reasons within  
20 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY  
21 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of  
22 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise  
23 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all  
24 further obligations under this Agreement.

25 44.241.2 For ninety (90) calendar days prior to the expiration date of this Agreement,  
26 or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
27 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, ~~active~~-case  
28 records, and pertinent documents. The Transition Period may be modified as agreed upon in

1 writing by the parties. During the Transition Period, service and data access shall continue to be  
2 made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in  
3 extracting and/or transitioning all data in the format determined by COUNTY.

4 44.341.3 In the event of termination of this Agreement, cessation of business by  
5 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
6 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
7 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
8 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
9 Agreement.

10 44.441.4 The obligations of COUNTY under this Agreement are contingent upon the  
11 availability of federal and/or State funds, as applicable, for the reimbursement of  
12 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
13 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
14 remains in effect or operation. In the event that such funding is terminated or reduced,  
15 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
16 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR  
17 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with  
18 written notification of such determination. CONTRACTOR shall immediately comply with  
19 ADMINISTRATOR's decision.

20 44.541.5 If any term, covenant, condition, or provision of this Agreement or the  
21 application thereof is held invalid, void, or ~~enforceable~~unenforceable, the remainder of the  
22 provisions in this Agreement shall remain in full force and effect and shall in no way be affected,  
23 impaired, or invalidated thereby.

#### 24 45.42. GOVERNING LAW AND VENUE

25 This Agreement has been negotiated and executed in the State of California and shall be  
26 governed by and construed under the laws of the State of California, without reference to conflict  
27 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole  
28 and exclusive venue shall be a court of competent jurisdiction located in Orange County,

1 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,  
2 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
3 to waive any and all rights to request that an action be transferred for trial to another county.

4 46.43. SIGNATURE IN COUNTERPARTS

5 43.1 The parties agree that separate copies of this Agreement may be signed by each of  
6 the parties, and this Agreement will have the same force and effect as if the original had been  
7 signed by all the parties.

8 43.2 CONTRACTOR represents and warrants that the person executing this Agreement  
9 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
10 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
11 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

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

~~PAUL CHO~~ MARTIN MARTINEZ CHAIRWOMAN  
CHIEF FINANCIAL OFFICER OF THE BOARD OF SUPERVISORS  
CONTROLLER/DIRECTOR OF FINANCE/ COUNTY OF ORANGE, CALIFORNIA  
~~ILLUMINATION FOUNDATION~~  
CONTRACTS ASSOCIATE  
1736 FAMILY CRISIS CENTER

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

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
ATTEST:

\_\_\_\_\_  
 ROBIN STIELER  
 Clerk of the Board  
 Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

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

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

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ILLUMINATION FOUNDATION  
1736 FAMILY CRISIS CENTER  
FOR THE PROVISION OF  
HOUSING SUPPORT PROGRAM SERVICES

1. POPULATION TO BE SERVED

~~1.1~~ — CONTRACTOR shall provide services to Client(s) in the CalWORKs Program ~~that who~~ are referred by ADMINISTRATOR and accepted by CONTRACTOR

~~2.~~ DEFINITIONS

~~2.1~~ — CalWORKs: ~~California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to, and obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.~~

~~2.2~~ — CalWORKs Staff: ~~An employee of ADMINISTRATOR or contracted case management staff who is assigned to each Client to monitor the progression of the Client throughout the CalWORKs program.~~

~~2.3~~ — Multi Disciplinary Team (MDT): ~~A team of individuals with diverse expertise that meets to review case and family elements to optimize the WTW Activities. MDT members may consist of the following: Case Manager, Facilitator, Behavioral Health Services staff, Public Health Nurse, educational providers, designated COUNTY staff, DASU staff,~~

1 ADMINISTRATOR's Children and Family Services Division (CFS) Senior Social Worker, and  
 2 all other relevant individuals per COUNTY Policy and/or as approved by ADMINISTRATOR.

3 ~~2.4.1.1 Clients:~~ Recipients of CalWORKs financial assistance benefits pursuant to  
 4 State regulations and COUNTY policies that are. The population to be served as defined in this  
 5 Paragraph shall hereinafter be referred by ADMINISTRATOR and accepted by CONTRACTOR  
 6 ~~that~~ to as "CLIENT/CLIENTS." CLIENTS referred to Housing Support Program (HSP) services  
 7 will meet at least one (1) of the following criteria:

8 ~~2.4.1.1.1~~ Lacking a fixed and regular nighttime residence; and either

9 ~~2.4.1.1.1.1~~ Having a primary nighttime residence that is a supervised  
 10 publically or privately operated shelter designed to provide temporary living accommodations; or

11 ~~2.4.1.2.1.1.2~~ Residing in a public or private place not designed for, or  
 12 ordinarily used as, a regular sleeping accommodation for human beings; ~~or~~.

13 ~~2.4.2.1.2~~ In receipt of a judgment for eviction, as ordered by a court.

### 14 ~~3.~~ REFERRALS

15 ~~3.1~~ CONTRACTOR shall evaluate HSP Services to all prospective Clients referred by  
 16 ADMINISTRATOR within the available funding, regardless of the number of referrals.  
 17 CONTRACTOR shall provide a disposition regarding each referral based on criteria established  
 18 in Section 5.7.1 or as otherwise provided by ADMINISTRATOR. CONTRACTOR shall provide  
 19 a disposition within 10 days from the date the referral is received. CONTRACTOR shall not  
 20 refuse to provide services to a prospective Clients without discussion and concurrence by SSA.

### 21 2. DEFINITIONS

22 2.1 Cal-OAR: California CalWORKs Outcomes and Accountability Review (Cal-  
 23 OAR) is a local, data-driven program management system that facilitates continuous improvement  
 24 of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best  
 25 practices. As required by California WIC Section 11523, Cal-OAR consists of three (3) core  
 26 components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a  
 27 CalWORKs system improvement plan (Cal-SIP).

28 2.2 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997

1 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by  
2 County Welfare Departments and provides cash assistance, case management, job services, job  
3 training, and supportive services to assist CalWORKs recipients in overcoming barriers to  
4 obtaining and/or maintaining stable employment, with the goal of achieving economic self-  
5 sufficiency.

6 2.3 CalWORKs 2.0: CalWORKs 2.0 is a County Welfare Directors Association of  
7 California (CWDA) strategic initiative efforts. It is the next generation vision to set families on a  
8 path of self-sufficiency using a goal-achievement service delivery framework. CalWORKs 2.0  
9 focuses on helping CalWORKs families set and achieve goals, which requires an environment of  
10 flexibility and support, and a shift from directive case management to individualized case  
11 management focused on unique whole-family needs in making service delivery decisions.

12 2.4 Continuum of Care (CoC): A community plan to organize and deliver housing and  
13 services to meet the specific needs of people who are homeless as they move to stable housing and  
14 maximize self-sufficiency, which includes action steps to end and prevent a return to  
15 homelessness.

16 2.5 Coordinated Entry (CE) Process: Coordination and management of resources for a  
17 crisis response system that allows users to make consistent decisions utilizing available  
18 information to efficiently and effectively connect people to housing and service interventions to  
19 end their homelessness. Through CE, a CoC ensures the highest need, most vulnerable households  
20 in the community are prioritized for housing and services first.

21 2.6 Homeless Management Information System (HMIS): A local information  
22 technology system used to collect CLIENT-level demographics and data on the provision of  
23 housing and services to homeless individuals and families and persons at risk of homelessness.  
24 The Orange County HMIS tracks CLIENT demographic and service information on homeless and  
25 at risk CLIENTS served by participating Orange County service providers.

26 2.7 Housing First: A homeless assistance approach required by Senate Bill (SB) 1380  
27 (Chapter 847, Statutes of 2016) to quickly and successfully connect individuals and families  
28 experiencing homelessness to permanent housing without preconditions and barriers to entry, such



as sobriety, treatment, or service participation requirements.

2.8 Individualized Services Plan (ISP): A documented outline that defines the CLIENT’s individual goals, action steps, and time frames for meeting their desired goals.

2.9 Multi-Disciplinary Team (MDT): A team of individuals with diverse expertise that meets to review case and family elements to optimize the Welfare-to-Work Activities. MDT members may consist of the following: Case Manager, Facilitator, Behavioral Health Services staff, Public Health Nurse, educational providers, designated County staff, Domestic Abuse Services Unit staff, Administrator’s Children and Family Services (CFS) Senior Social Worker, and any other relevant individuals.

2.10 Permanent Housing (PH): Permanent Housing is defined as community-based housing without a designated length of stay in which formerly homeless individuals and families live as independently as possible. Under PH, a CLIENT must be the tenant on a lease (or sublease) for an initial term of at least one (1) year that is renewable and is terminable only for cause.

2.11 Rapid Re-housing (RRH): An intervention designed to help individuals and families quickly exit homelessness, return to housing in the community, and not become homeless again in the near term.

~~4.1. SERVICE LOCATIONS~~

~~4.1 CONTRACTOR shall provide HSP Services in facilities and locations throughout Orange County, including, but not limited to, Clients’ residence.~~

~~5. HOUSING SUPPORT SERVICES~~

~~5.1 CONTRACTOR shall provide services in accordance with all CalWORKs regulations, California legislation, and COUNTY Policy.~~

~~5.2 COUNTY and CONTRACTOR agree that the goal of this agreement is to address the needs of homeless families in the County of Orange by providing them with rental assistance that will allow them to quickly move from homelessness and into stable housing.~~

~~5.3 CONTRACTOR shall:~~

~~5.3.1 Provide services in a manner sensitive to literacy, language, and socio-cultural issues that may impact Clients.~~

1                   5.3.2 ~~Within the limits of Clients' income, help the Client access units that~~  
2 ~~are desirable and sustainable in neighborhoods where they want to live, that have access to~~  
3 ~~transportation, and that are close to employment;~~

4                   5.3.3 ~~Actively recruit and retain landlords and housing managers willing to~~  
5 ~~rent to Clients who may otherwise fail to pass typical tenant criteria;~~

6                   5.3.4 ~~Be responsive to landlords to preserve and develop partnerships for~~  
7 ~~future housing placements;~~

8                   5.3.5 ~~Ensure rent and move in assistance is flexible and tailored to the varying~~  
9 ~~and changing needs of Clients while providing the assistance necessary for Clients to move~~  
10 ~~immediately out of homelessness and stabilize permanent housing;~~

11                   5.3.6 ~~Maximize the number of Clients served by providing the financial~~  
12 ~~assistance on an incremental or as needed basis and by providing only the assistance necessary to~~  
13 ~~stabilize permanent housing;~~

14                   5.3.7 ~~Actively engage Clients in voluntary case management and service~~  
15 ~~participation by creating an environment in which Clients drive the case planning and goal setting~~  
16 ~~based on what they want from the program and services;~~

17                   5.3.8 ~~Maximize Opportunities to provide integrated, coordinated, and easily~~  
18 ~~accessible resources for Clients;~~

19                   5.3.9 ~~Provide family friendly and family centered services;~~

20                   5.3.10 ~~Provide community based and integrated services that coordinate~~  
21 ~~Federal, State, and community funding opportunities;~~

22                   5.3.11 ~~Identify clients' strengths, utilizing motivational and strength based~~  
23 ~~techniques; and~~

24                   ~~5.3.12 1.1 Ensure services are outcome driven and identify indicators that accurately reflect~~  
25 ~~progress towards contract deliverables.~~

26                   5.4 Housing Identification

27                   CONTRACTOR shall provide the following services:

28                   5.4.1 ~~Recruit landlords to provide housing opportunities in the communities~~

1 ~~and neighborhoods where Clients want to live.~~

2 ~~5.4.2 — Negotiate with landlords to help Clients access housing.~~

3 ~~5.4.3 — Address potential barriers to landlord participation such as concern~~  
4 ~~about short term nature of rental assistance and tenant qualifications.~~

5 ~~5.5 — Rental and Moving Assistance~~

6 ~~5.5.1 — Provide financial assistance to cover move in costs, deposits, and the~~  
7 ~~rental and/or utility assistance necessary to allow Clients to move immediately into permanent~~  
8 ~~housing.~~

9 ~~5.6 — Case Management Services~~

10 ~~5.6.1.1 — Help Clients identify and select among various~~  
11 ~~permanent housing options based on their unique needs, preferences, and financial resources.~~

12 ~~5.6.1.2 — Help Clients address issues that may impede access to~~  
13 ~~housing (such as credit history, arrears, and legal issues).~~

14 ~~5.6.1.3 — Help Clients mitigate tenant screening barriers like rental~~  
15 ~~and utility arrears or multiple evictions.~~

16 ~~5.6.1.4 — Help Clients negotiate manageable and appropriate lease~~  
17 ~~agreements with landlords.~~

18 ~~5.6.1.5 — Make appropriate and time limited services and supports~~  
19 ~~available to Clients to allow them to quickly stabilize in permanent housing.~~

20 ~~5.6.1.6 — Monitor Clients' housing stability and be available to~~  
21 ~~resolve crisis, at a minimum during the time HSP services are being provided.~~

22 ~~5.6.1.7 — Resolve issues or conflicts that may lead to tenancy~~  
23 ~~problems, such as disputes with landlords or neighbors while also helping Clients develop skills~~  
24 ~~they will use to retain housing once they are no longer in the program.~~

25 ~~5.7 — CONTRACTOR shall be responsible for:~~

26 ~~5.7.1 — Intake~~

27 ~~5.7.1.1 — Scheduling a face to face intake meeting with~~  
28 ~~prospective clients. During that meeting CONTRACTOR shall further evaluate the prospective~~

1 ~~client's and his/her family housing needs and barriers including, but not limited to, 1) employment~~  
2 ~~history and ability to obtain employment income; 2) history of housing evictions; 3) family~~  
3 ~~composition and support resources; 4) credit history, 5) income to debt ratio; 6) criminal history;~~  
4 ~~7) number of homeless episodes; 8) mental health; and 9) disabilities. CONTRACTOR shall also~~  
5 ~~ensure the prospective Client meets the criteria in Sections 2.4.1 through 2.4.2.~~

6 ~~5.7.1.2 — Determining whether or not prospective clients have~~  
7 ~~exhausted all other resources or if there are other diversion strategies that can be employed.~~

8 ~~5.7.1.3 — Meeting weekly with Client to set goals aimed at~~  
9 ~~reducing Clients' barriers in order to become self-sufficient once assistance has been expended.~~

10 ~~5.7.2 — Providing staff to manage landlord recruitment and engagement.~~

11 ~~Overall the CONTRACTOR's duties include, but are not limited to:~~

12 ~~5.7.2.1 — Assisting Clients in obtaining and/or sustaining stable~~  
13 ~~housing.~~

14 ~~5.7.2.2 — Developing an understanding of the COUNTY's housing~~  
15 ~~market; develop strong business relationships in the private housing market (real estate owners,~~  
16 ~~developers, brokers, and property managers) and the supportive housing community.~~

17 ~~5.7.2.3 — Developing, maintaining and providing a list of potential~~  
18 ~~housing opportunities for Clients to assist with effective housing search.~~

19 ~~5.7.2.4 — Assisting Clients in securing decent, affordable~~  
20 ~~housing.~~

21 ~~5.7.2.5 — Maintaining effective relationships with the landlords~~  
22 ~~and/or property managers by resolving conflicts and providing necessary emergency support.~~

23 ~~5.7.2.6 — Answering and respond to landlord phone queries,~~  
24 ~~making referrals as needed.~~

25 ~~5.7.2.7 — Overseeing housing inspections and rent reasonability~~  
26 ~~standards.~~

27 ~~5.7.2.8 — Assisting with the collection of documentation and~~  
28 ~~support of clients when necessary.~~

1 ~~5.7.2.9 — Assisting with 3 day, pay rent or quit, notices and client~~  
2 ~~related legal issues.~~

3 ~~5.7.2.10 — Performing housing and safety inspections and be~~  
4 ~~certified as a visual assessor in accordance with Housing and Urban Development's (HUD)~~  
5 ~~Housing Quality Standards.~~

6 ~~5.7.3 — Leveraging existing relationships with local landlords and property~~  
7 ~~management companies to seek housing placements for Clients.~~

8 ~~5.7.4 — Developing relationships with new landlords and properties. Potential~~  
9 ~~new landlords and properties shall be identified through online housing resources, local realtors,~~  
10 ~~Housing Authority announcements as well as general geographic canvassing for housing~~  
11 ~~vacancies.~~

12 ~~5.7.5 — Utilizing marketing tools and rental subsidies as incentives for engaging~~  
13 ~~landlords to rent to households with barriers to housing stability. Landlords shall have direct~~  
14 ~~access to a support phone line and a dedicated point person responsive to their concerns and needs,~~  
15 ~~and can expect prompt intervention with tenants when requested.~~

16 ~~5.7.6 — Providing housing search and placement services to Clients and ensure~~  
17 ~~that habitability and safety standards are assessed (including lead based paint assessments) before~~  
18 ~~Clients are placed in housing units.~~

19 ~~5.7.7 — Providing Short Term (up to 3 months) to Medium Term (up to 6~~  
20 ~~months) financial assistance and housing counseling and case management to Clients.~~

21 ~~5.7.7.1 — Financial assistance services shall be determined on a~~  
22 ~~need basis by each Client and shall include short term to medium term rental subsidies, rental~~  
23 ~~application fees, security deposits, utility deposits, utility payments, moving costs, and making the~~  
24 ~~home habitable. Clients determined eligible for financial assistance shall also receive housing~~  
25 ~~search and placement services.~~

26 ~~5.7.7.2 — Clients will receive on-going case management to help~~  
27 ~~Clients meet their employment, budgeting, financial, and overall life skills goals as well as ensure~~  
28 ~~their housing stabilization and self sufficiency after financial assistance is expended.~~

1 ~~5.7.7.3 Case management sessions will be held at Clients' place~~  
2 ~~of residence or at CONTRACTOR program offices on a weekly basis or as needed.~~

3 ~~5.7.7.4 After assistance is expended, follow up case~~  
4 ~~management shall be provided at the 30, 60, 90 day intervals for up to one year from the date of~~  
5 ~~original intervention.~~

6 ~~5.7.7.5 After 3 months of rental assistance, Client will be~~  
7 ~~reassessed to determine if further financial assistance is needed. Determining factors for continued~~  
8 ~~assistance include: 1) whether or not the Client still meets CalWORKs program eligibility; 2)~~  
9 ~~determination of continuing need; 3) anticipation of employment opportunity or increased income~~  
10 ~~in the prospective future; 4) program compliance; and 5) active participation in case management~~  
11 ~~and progress toward housing goals.~~

12 ~~6. MUTUAL RESPONSIBILITES~~

13 ~~SSA and CONTRACTOR are mutually responsible for:~~

14 ~~6.1 Participating in meetings to address service delivery issues on a monthly basis or~~  
15 ~~as requested by SSA.~~

16 ~~6.2 Attending ADMINISTRATOR training and conferences that will include, but not~~  
17 ~~be limited to, new Federal and/or State regulations impacting CalWORKs, documentation of~~  
18 ~~procedures and dissemination of data/changes to staff; travel and costs for training are part of~~  
19 ~~funds provided through this Agreement.~~

20 ~~6.3 Attending Multi Disciplinary Team (MDT) meetings to engage Clients in a~~  
21 ~~discussion focused on Clients' strengths and priority needs. MDT meetings will be scheduled to~~  
22 ~~assess the families' barriers and determine additional services and/or needs. The strength-based~~  
23 ~~MDT meetings will be attended by Clients, a meeting facilitator, SSA, CONTRACTOR and/or~~  
24 ~~additional partners.~~

25 ~~7. STAFFING REQUIREMENTS~~

26 ~~7.1 CONTRACTOR shall be responsible for providing training and maintaining a~~  
27 ~~competent, stable, and experienced workforce to fulfill the terms of this Agreement. All of~~  
28 ~~CONTRACTOR's staff shall be able to read, write, speak, and understand English. If client~~

1 contact is required to obtain the required documentation or provide services, CONTRACTOR will  
 2 be required to provide translation services for languages needed so that all Clients are provided  
 3 services in their primary language.

4 ~~7.21.1~~ CONTRACTOR shall use a formal recruitment plan, which complies with Federal  
 5 and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained  
 6 personnel who are responsive to, and who understand the diversity of cultures among the client  
 7 population to be served. ~~CONTRACTOR shall employ staff with the appropriate background,  
 8 training and experience to provide HSP Services.~~

9 ~~7.3~~ In addition to the above requirements, ~~CONTRACTOR shall provide, at a~~  
 10 ~~minimum, the following staff at all times during the term of the contract resulting from this RFP:~~

11 ~~7.3.1~~ Management Staff

12 ~~7.3.1.1~~ Bachelor's Degree from an accredited college or  
 13 university, preferably in a human services field, and

14 ~~7.3.1.2~~ A minimum of two (2) years' experience in a human  
 15 services related field or experience working with homeless individuals.

16 ~~7.3.2~~ Supervisory Staff

17 ~~7.3.2.1~~ Bachelor's Degree from an accredited college or  
 18 university, preferably in a human services field, and

19 ~~7.3.2.2~~ A minimum of one (1) year experience in a human  
 20 services related field or experience working with homeless individuals.

21 ~~7.3.3~~ Direct Services Staff

22 ~~7.3.3.1~~ Bachelor's Degree from an accredited college or  
 23 university, preferably in a human services field, or four (4) years of experience in human services.

24 ~~7.3.3.2~~ A minimum of one (1) year experience in a human  
 25 services related field or experience working with homeless individuals.

26 8.3. HOURS OF OPERATION

27 ~~8.13.1~~ CONTRACTOR shall be required to provide services during hours that are  
 28 responsive to the needs of the target population(s) as determined by ~~SSA program~~

1 ~~staff.~~ADMINISTRATOR. At a minimum, CONTRACTOR shall provide ~~HSP Services and~~  
 2 ~~respond to COUNTY inquiries~~services Monday through Friday, from 8:00 a.m. ~~through~~to 5:00  
 3 p.m., ~~Monday through Friday.~~ ~~CONTRACTOR is not required to provide services on~~ ~~except~~  
 4 COUNTY holidays as established by the Orange County Board of Supervisors. However,  
 5 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

6 8.23.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
 7 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
 8 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
 9 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
 10 obtain prior written approval from ADMINISTRATOR for any ~~holiday~~ closure outside of  
 11 COUNTY's holiday schedule: and the hours listed in Subparagraph 3.1 of this Exhibit A. Any  
 12 unauthorized ~~holiday~~ closure shall be deemed a material breach of this Agreement, pursuant to  
 13 Paragraph 19, and shall not be reimbursed.

#### 14 4. SERVICE LOCATIONS

15 CONTRACTOR shall provide HSP Services in facilities and locations throughout Orange  
 16 County, including, but not limited to, CLIENT's residence or sites mutually agreed upon by  
 17 CONTRACTOR and CLIENT. If CLIENT cannot come to CONTRACTOR's facility, or prefers  
 18 not to, CONTRACTOR staff will meet CLIENT at an agreed upon location.

#### 19 5. REFERRALS AND ASSESSMENT

20 CONTRACTOR shall accept and provide services to all eligible CLIENTS referred by  
 21 ADMINISTRATOR within the available funding, regardless of the number of referrals.  
 22 CONTRACTOR shall not refuse CLIENTS without ADMINISTRATOR's approval.

23 5.1 All referrals will be reviewed, assessed, and assigned to a Case Manager by  
 24 CONTRACTOR within two (2) business days of receipt.

25 5.2 After case assignment, the assigned Case Manager shall contact CLIENTS within  
 26 two (2) business days via phone call, email, text, and/or in person. A minimum of three (3)  
 27 attempts will be made to contact CLIENTS utilizing CLIENTS' preferred communication method  
 28 to schedule an intake meeting.



1           5.3 Schedule a face-to-face intake meeting with CLIENT within two (2) business days  
2 from the date referral contact is made with the CLIENT per Subparagraph 5.2 of this Exhibit.  
3 During the meeting, CONTRACTOR will further evaluate CLIENT’s housing needs and barriers  
4 to obtaining and maintaining housing. Key indicators for housing support will include:

5                   5.3.1 Employment history and ability to obtain employment income.

6                   5.3.2 History of housing evictions.

7                   5.3.3 Family composition and support resources.

8                   5.3.4 Credit history.

9                   5.3.5 Income to debt ratio.

10                  5.3.6 Criminal history.

11                  5.3.7 Number of homeless episodes.

12                  5.3.8 Mental health.

13                  5.3.9 Disabilities.

14           5.4 Meet weekly with CLIENTS to set goals aimed at reducing CLIENTS’ barriers to  
15 obtaining and maintaining housing in order to become self-sufficient once assistance has been  
16 expended.

17           5.5 Ensure placement of CLIENTS in emergency housing, upon funding availability,  
18 to assist them while working to obtain and secure permanent housing.

19           5.6 Provide a disposition on all referrals (e.g. approved, denied, or CLIENT declined)  
20 regarding each referral received based on criteria established by the COUNTY within thirty (30)  
21 days from the date referral is received.

22 6. SERVICES

23           CONTRACTOR shall:

24           6.1 Provide services in a manner sensitive to literacy, language, and sociocultural issues  
25 that may impact CLIENTS, and in a manner that addresses barriers to obtaining housing.

26           6.2 Utilize evidence-based models and approaches, such as Rapid Re-Housing and  
27 Housing First principles, to assist CLIENTS in quickly obtaining permanent housing and to  
28 provide wrap-around support to foster permanent housing retention.

1           6.3 Ensure HSP components include: Housing Identification, Rental and Move-In  
2 Assistance, and Rapid Re-Housing Case Management and Services.

3           6.4 Establish connections to existing local CoC and CE resources to ensure that  
4 Families will be linked to appropriate local homeless support services and resources.

5           6.5 Comply, participate, and contribute CLIENT-level data to HMIS. Enter all  
6 CLIENT information into the HMIS.

7           6.6 Provide information deemed necessary by ADMINISTRATOR to complete any  
8 State required reports related to services provided.

9           6.7 Ensure that habitability and safety standards are assessed (including lead-based  
10 paint assessments) before CLIENTS are placed in housing units.

11           6.8 Provide housing search and placement services to CLIENTS.

12           6.9 Maximize opportunities to provide integrated, coordinated, and easily accessible  
13 services and resources for CLIENTS, that utilize federal, State, and community funding  
14 opportunities.

15           6.10 Ensure services are outcome-driven and identify indicators that accurately reflect  
16 progress towards contract deliverables.

17           6.11 Ensure CONTRACTOR's staff directly serving CLIENTS and first line supervisors  
18 are thoroughly familiar with COUNTY policies and related instructions as it pertains to HSP  
19 Services.

20           6.12 Housing Identification

21           6.12.1 Develop an understanding of the COUNTY's housing market. Develop  
22 strong business relationships in the private housing market (real estate owners, developers,  
23 brokers, and property managers) and the supportive housing community.

24           6.12.2 Develop, maintain, and provide a list of potential housing opportunities for  
25 CLIENTS to assist with effective housing search.

26           6.12.3 Develop relationships with new landlords and/or property managers.

27           6.12.4 Provide staff to manage landlord recruitment and engagement, and serve as  
28 a liaison between tenants and landlords to help manage the challenges and barriers to locating

1 affordable housing for homeless CLIENTS.

2 6.12.5 Provide landlords with direct access to a support phone line and a dedicated  
3 point person who can respond to their concerns and needs, and promptly intervene with tenants  
4 when requested.

5 6.12.6 Actively recruit and retain landlords and housing managers willing to rent  
6 to CLIENTS who may otherwise fail to pass typical tenant criteria.

7 6.12.7 Recruit landlords to provide housing opportunities in the communities and  
8 neighborhoods where CLIENTS want to live, and negotiate with landlords to help CLIENTS  
9 access housing.

10 6.12.8 Utilize marketing tools and rental subsidies as incentives for engaging  
11 landlords to rent to CLIENTS with barriers to housing stability.

12 6.12.9 Address potential barriers to landlord participation in HSP such as concerns  
13 about temporary nature of rental assistance and tenant qualifications.

14 6.13 Financial, Rental, and Move-In Assistance

15 6.13.1 Provide financial assistance to cover move-in costs, deposits, and the rental  
16 and/or utility assistance necessary to allow CLIENTS to move immediately into Permanent  
17 Housing.

18 6.13.2 Assist CLIENTS in securing short-term shelter such as emergency shelter  
19 placement or motel vouchers while searching for permanent shelter placement.

20 6.13.3 Maximize the number of CLIENTS served by providing financial  
21 assistance on a decreasing or as needed basis to transition them from emergency shelter placement  
22 to stabilized permanent housing.

23 6.13.4 Ensure rent and move-in assistance is flexible and tailored to the changing  
24 needs of CLIENTS.

25 6.13.5 Notify the Social Services Agency (SSA) for service extension approval  
26 ten (10) days prior to expiration of financial assistance.

27 6.14 Rapid Re-Housing Case Management Services

28 6.14.1 Assist eligible CLIENTS facing homelessness utilizing the COUNTY of

1 Orange RRH strategies to provide financial assistance, housing counseling, and case management.

2 6.14.2 Assist CLIENTS in connecting with appropriate community-based  
3 organizations and resources.

4 6.14.3 Identify CLIENTS' strengths utilizing motivational and strength-based  
5 techniques.

6 6.14.4 Provide case management services that are CLIENT-friendly and CLIENT-  
7 centered utilizing CalWORKs 2.0 approach.

8 6.14.5 Hold case management sessions weekly or as needed, at a mutually  
9 agreeable location to meet the needs of CLIENTS.

10 6.14.6 Actively engage CLIENTS in case management services including case  
11 planning and goal-setting utilizing CalWORKs 2.0 approach.

12 6.14.7 Provide case management services to maintain housing stability that  
13 include, but are not limited to:

14 6.14.7.1 Housing sustainability plan with outlined strategies for  
15 budgeting/money management (reducing expenses).

16 6.14.7.2 Job development.

17 6.14.7.3 Income enhancement such as employment resources/linkages,  
18 substance abuse treatment by referral.

19 6.14.7.4 Aftercare services.

20 6.14.8 Assist CLIENTS to identify and select Permanent Housing options based  
21 on their unique needs, preferences, and financial resources.

22 6.14.9 Assist CLIENTS in resolving issues that may impede access to housing  
23 such as credit history, legal issues, multiple evictions, and rental and utility arrears.

24 6.14.10 Accompany CLIENTS to housing appointments.

25 6.14.11 Help CLIENTS navigate the housing search/placement process (e.g.  
26 conducting mock housing interviews and accessing pilot and/or CES resources for credit check  
27 fees and deposits).

28 6.14.12 Assist CLIENTS in negotiating manageable and appropriate lease

1 agreements with landlords.

2 6.14.13 Assist CLIENTS in locating housing in preferred neighborhoods which are:  
3 affordable; accessible to public transportation; close to CLIENTS' employment; and safe.

4 6.14.14 Monitor CLIENTS' housing stability and be available to resolve issues or  
5 conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while  
6 also helping CLIENTS develop and employ skills they will use to retain housing once they are no  
7 longer in the program.

8 6.14.15 Reassess CLIENT households on a regular basis to determine if further  
9 financial assistance is needed. Factors for continued assistance may include, but are not limited  
10 to:

11 6.14.15.1 Whether or not the household still meets CalWORKs program  
12 eligibility.

13 6.14.15.2 Determination of continuing need.

14 6.14.15.3 Anticipation of employment opportunity or increased income in  
15 the prospective future.

16 6.14.15.4 Program compliance.

17 6.14.15.5 Active participation in case management and progress toward  
18 housing goals.

19 6.14.16 Provide follow-up case management at thirty (30), sixty (60), and ninety  
20 (90) calendar day intervals for up to one (1) year from the date of original intervention after  
21 financial assistance is expended.

22 6.14.17 Coordinate with SSA staff to minimize duplication of services.

23 7. GOALS

24 CONTRACTOR shall meet the following goals during each fiscal year of this Agreement:

25 7.1 A minimum of seventy percent (70%) of CalWORKs CLIENTS served in HSP will  
26 be successful in finding Permanent Housing.

27 7.2 For July 1, 2020 through June 30, 2021:

28 7.2.1 A minimum of sixty-five percent (65%) of newly referred CalWORKs

1 CLIENTS successfully placed in Permanent Housing will remain housed after one (1) year from  
2 the original permanent placement.

3 7.3 For July 1, 2021 through June 30, 2022:

4 7.3.1 A minimum of seventy percent (70%) of newly referred CalWORKs  
5 CLIENTS successfully placed in Permanent Housing will remain housed after one (1) year from  
6 the date of original permanent placement.

7 7.4 For July 1, 2022 through June 30, 2023:

8 7.4.1 A minimum of seventy-five percent (75%) of newly referred CalWORKs  
9 CLIENTS successfully placed in Permanent Housing will remain housed after one (1) year from  
10 the date of original permanent placement.

11 9.8. PERFORMANCE OUTCOME OBJECTIVES

12 CONTRACTOR shall meet the following outcomes during each fiscal year of this  
13 Agreement:

14 8.1 A hundred percent (100%) of participants referred will be provided a disposition  
15 (i.e. acceptance or rejection) within thirty (30) business days from the date the referral is received.

16 8.2 A minimum of eighty percent (80%) of ~~Clients served will be successful~~all  
17 CalWORKs HSP referrals accepted will receive HSP services.

18 9.18.3 CONTRACTOR and ADMINISTRATOR may mutually agree in finding  
19 permanent housing writing to modify performance outcome objectives, as set forth in this  
20 Paragraph and as authorized by COUNTY, without reducing the level of service to be provided by  
21 CONTRACTOR.

22 9.2 A minimum of eighty percent (80%) of ~~Clients successfully placed in permanent~~  
23 housing will remain housed after one year from the date of original intervention.

24 10.9. REPORTING REQUIREMENTS

25 10.1 CONTRACTOR will immediately address attendance issues or other HSP Services  
26 concerns with the affected Client. CONTRACTOR will inform CalWORKs staff within twenty-  
27 four (24) hours of attendance issues or other HSP Services concerns. This will allow for quick  
28 intervention and results oriented action to address the issue with Clients, including positive

reinforcement.

~~10.2~~ CONTRACTOR will provide information deemed necessary by SSA to complete any State required reports related to the services provided under the agreement.

~~10.3~~ CONTRACTOR will CONTRACTOR shall provide, by the tenth (10<sup>th</sup>) calendar day of each month, a status report for the preceding month, in a format approved by SSA. Data elements shall include, but not limited to, the following:

~~10.3.19.1~~ Total number of referrals received from SSA, dispositions and ~~referral~~ outcomes;

~~10.3.2~~ Caseload movement:

~~10.3.2.1~~ ~~Total~~ total number of active cases

~~10.3.2.2~~ ~~Total~~; total number of cases discontinued

~~10.3.2.3~~ ~~9.2~~ Case; and case status at end of the month.

~~10.3.3~~ ~~9.3~~ Financial assistance expenditures.

~~9.4~~ CLIENTS newly entered into HMIS.

~~10.3.4~~ ~~9.5~~ Total number of housing services provided, such as, but not limited to:

~~10.3.4.1~~ ~~9.5.1~~ Case management.

~~10.3.4.2~~ ~~9.5.2~~ Landlord engagement.

~~10.3.4.3~~ ~~9.5.3~~ Housing search and placement.

~~10.3.4.4~~ ~~9.5.4~~ Legal service.

~~10.3.4.5~~ ~~9.5.5~~ Credit repair.

~~9.5.6~~ Temporary Shelter Assistance.

~~10.3.6~~ Status of Outcome Objectives stated in ~~Paragraph~~ Subparagraph 9 above

~~11.~~ PERFORMANCE MONITORING AND REVIEWS

~~11.1~~ ~~9.6~~ CONTRACTOR's performance will be monitored and reviewed by SSA. CONTRACTOR will cooperate and assist SSA staff in monitoring performance. SSA staff will conduct case reviews as part ~~7~~ of an on-going evaluation of Contractor's performance this Exhibit.

10. FACILITIES

1           10.1 CONTRACTOR shall provide facility(ies) for administering the HSP.  
2 CONTRACTOR's facilities shall be safe, clean, and maintained in compliance with all applicable  
3 laws, rules, regulations, building codes, statutes, and orders, as they now exist, or may be  
4 subsequently amended.

5           Administrative services under this Agreement shall be provided at:

6           1736 Family Crisis Center  
7           12391 Lewis Street Suite 103  
8           Garden Grove, CA 92840

9           10.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
10 facility(ies) and location(s) where services shall be provided without changing COUNTY's  
11 maximum obligation.

12 11. HANDLING COMPLAINTS

13           ~~11.2—CONTRACTOR shall develop, operate, and maintain procedures for receiving,~~  
14 ~~investigating~~SSA may use a variety of inspection methods to evaluate CONTRACTOR's  
15 performance, including but not limited to:

16           ~~11.2.1—Random sampling of program activities including a review of case files~~  
17 ~~each month;~~

18           ~~11.2.2—Activity checklists and random observations;~~

19           ~~11.2.3—Inspect output items on a periodic basis as deemed necessary;~~

20           ~~11.2.4—Monthly statistical reports;~~

21           ~~11.2.5—Clients' complaints and/or Clients' questionnaires; and~~

22           ~~11.2.6—Service provider complaints or reports.~~

23           ~~11.3—When it is determined that services were not performed in accordance with this~~  
24 ~~Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require~~  
25 ~~a corrective action plan in addition to or in lieu of finding the CONTRACTOR in breach.~~  
26 ~~CONTRACTOR shall, within the time period specified in any such corrective action plan, remedy~~  
27 ~~the performance defects. This section does not limit ADMINISTRATOR's right to terminate~~  
28 ~~pursuant to Paragraph 44.~~



~~11.4 CONTRACTOR must cooperate with ADMINISTRATOR in providing the information necessary for monitoring this Agreement, and with authorized State or Federal representatives who may audit services.~~

~~11.5 Performance evaluation meetings shall be conducted as deemed necessary by ADMINISTRATOR.~~

#### ~~12.1. HANDLING COMPLAINTS~~

~~12.11.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating, and responding to complaints.~~

~~12.211.2~~ CONTRACTOR shall maintain a log for identification and response to complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted. Responses to complaints ~~should~~shall occur within two (2) business days, unless otherwise authorized by ADMINISTRATOR.

~~12.311.3~~ When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to ADMINISTRATOR prior to responding to the complaint.

~~12.411.4~~ CONTRACTOR shall provide to ~~COUNTY~~ADMINISTRATOR, in a form approved by COUNTY, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint, except as provided for in ~~Subgraph~~Subparagraph 11.3. CONTRACTOR shall provide a summary of all complaints as prescribed and on a format approved by ~~COUNTY~~ADMINISTRATOR. Complaints include, but are not limited to, complaints from CLIENTS, other contract service providers, community organizations, and the public.

#### ~~13. OUTSIDE CONTACTS~~

~~13.1 CONTRACTOR shall immediately inform SSA of any inquiry from an elected official, their representative, Client advocate, or the press, and immediately provide information in order to permit SSA to respond.~~

~~13.2 CONTRACTOR will consult with SSA prior to initiating contact with a Client advocate or the press. CONTRACTOR will inform SSA prior to initiating contact with an elected~~

official or their representative.

~~14.~~ COORDINATION

~~14.1~~ ~~CONTRACTOR shall jointly host regular coordination meetings with COUNTY and CONTRACTOR's staff to coordinate procedures, review program operations, and solve problems.~~

~~15.1.~~ FACILITIES

~~15.1~~ ~~CONTRACTOR shall provide its own facility for CONTRACTOR's administrative functions and programmatic functions of administering the HSP Services. CONTRACTOR will be expected to provide its own facilities for meeting with clients; however, COUNTY facilities may be available for joint meetings with CONTRACTOR staff, SSA direct line staff and the client. COUNTY facilities may not be available for collocation on a regular ongoing basis.~~

~~15.2~~ ~~CONTRACTOR's facilities shall be safe, clean structures and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five day per week basis, subject to the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, COUNTY may notify CONTRACTOR in writing. Failure to comply will result in termination of this Agreement.~~

~~16.12.~~ QUALITY ASSURANCE AND QUALITY CONTROL

~~16.12.1~~ CONTRACTOR shall be required to establish and utilize a comprehensive Quality Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan shall be effective on the effective date of this Agreement and submitted within thirty (30) days of the effective date of this Agreement. The Quality Control Plan shall be updated and resubmitted for ADMINISTRATOR approval when changes occur.

~~16.212.1.1~~ The Quality Control Plan shall include, but not be limited to, the following:

~~16.2.1~~12.1.1.1 ~~A~~The method for ensuring the services, deliverables, and requirements are being provided as defined in this Agreement ~~are being provided at or above the level of quality per this Agreement;~~

~~16.2.2~~12.1.1.2 ~~A~~The method for assuring that the ~~professional~~ staff rendering services under ~~the~~this Agreement have the necessary qualifications;

12.1.1.3 ~~A~~The method for assuring all staff receives initial and ongoing training for implementation of Paragraph 6 of this Exhibit A.

~~16.2.3~~12.1.1.4 The method for identifying and preventing deficiencies in the quality of service;

~~16.2.4~~12.1.1.5 ~~A~~The method for providing ADMINISTRATOR with a copy of CONTRACTOR case reviews, and a clear description of, ~~and~~ any corrective action taken, to resolve identified problems;

~~16.2.5~~12.1.1.6 Items ~~and~~ /areas to be inspected on either a scheduled or unscheduled basis, how often inspections ~~shall~~will be accomplished, and the title of the individual(s) who ~~shall~~will perform the inspections;

~~16.2.6~~12.1.1.7 Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable;

~~16.2.7~~12.1.1.8 Maintenance of a file of all inspections conducted by CONTRACTOR and, if necessary, the corrective action taken; ~~and~~.

~~16.3~~—Method for continuing services in the event of an emergency, such as a strike by ~~CONTRACTOR's employees or a natural disaster.~~

## ~~17.~~ BUSINESS CONTINUITY PLAN

~~17.1~~12.1.1.9 ~~CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR will continue to provide services after a business interruption, including, but not limited to, a strike by the~~ CONTRACTOR's employees or a natural disaster.

~~17.2~~—~~CONTRACTOR shall submit the BCP which will include a Disaster Preparedness and Response Plan to ADMINISTRATOR within thirty (30) days of the effective date of this~~

1 ~~Agreement.~~

2 ~~17.3 The Disaster Preparedness and Response Plan will include, but not be limited to,~~  
3 ~~the following:~~

4 ~~17.3.1 Evacuation protocols and procedures that include the CONTRACTOR's~~  
5 ~~responsibility for the safety, relocation, and tracking of all Clients in its care during any disaster~~  
6 ~~event.~~

7 ~~17.3.2 Notification to be made to ADMINISTRATOR with regard to Clients'~~  
8 ~~welfare, including the provision of on-site emergency contact information.~~

9 ~~17.3.3 Protection and recovery of Clients' records.~~

10 ~~17.3.4 Disaster response training for staff.~~

11 ~~17.3.5 Maintenance and review of plan at regular intervals.~~

12 ~~18. SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH~~

13 ~~18.1 CONTRACTOR shall notify ADMINISTRATOR by telephone (voicemail is not~~  
14 ~~acceptable) immediately, but no later than twenty four (24) hours after CONTRACTOR becoming~~  
15 ~~aware of any serious illness, accident/injury, hospitalization, or death of any Orange County Social~~  
16 ~~Services Agency client in CONTRACTOR's care. This verbal report shall be followed by a~~  
17 ~~Special Incident Report (SIR) on a form approved by ADMINISTRATOR within twenty four (24)~~  
18 ~~hours after such serious illness, accident/injury, hospitalization, or death.~~

19 ~~18.2 The verbal and written reports shall include, but not be limited to:~~

20 ~~18.2.1 The name of the Client and date of birth;~~

21 ~~18.2.2 The date, time, and location of serious illness, accident/injury,~~  
22 ~~hospitalization, or death; and~~

23 ~~18.2.3 The program under which the Client was receiving services; the name~~  
24 ~~or names of each person involved (first and last name) with knowledge of the event and their~~  
25 ~~role/relationship to Client; and a summary of the circumstances thereof.~~

26 ~~13. UTILIZATION REVIEW~~

27 ~~13.1 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S~~  
28 ~~facility referenced in Paragraph 10 of this Exhibit A, with date and time determined at~~

1 ADMINISTRATOR'S discretion. The review may include, but is not limited to, an evaluation of  
 2 the necessity and appropriateness of services provided and length of services. CLIENTS cases to  
 3 be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and  
 4 closed cases. ADMINISTRATOR may provide oral and/or written feedback regarding the UR  
 5 findings. CONTRACTOR shall comply with the findings of the UR and take corrective action  
 6 accordingly.

7 14. MEETINGS

8 14.1 Participate in meetings to address service delivery issues on a monthly basis or as  
 9 requested by ADMINISTRATOR.

10 14.2 Attend other meetings as requested by ADMINISTRATOR.

11 14.3 Attend MDT meetings to engage CLIENTS in a discussion focused on CLIENTS'  
 12 strengths and priority needs.

13 ~~19.15.~~ TRAINING

14 ~~19.1~~ CONTRACTOR's staff directly serving Clients and first line supervisors shall be  
 15 thoroughly familiar with the most current versions CalWORKs service delivery model contained  
 16 in the current Orange County CalWORKs Plan; COUNTY policies and related instructions;  
 17 COUNTY data systems, including service delivery and payment systems; welfare fraud and child  
 18 abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance  
 19 requirements.

20 ~~15.1~~ CONTRACTOR shall be required to attend training(s) and/or meetings that the  
 21 COUNTY determines to be mandatory, and CONTRACTOR's staff shall attend SSA training,  
 22 conferences, and meetings as required by SSA.

23 ~~19.2~~15.2 CONTRACTOR shall provide CONTRACTOR staff with ongoing training  
 24 and assistance to ensure that ~~contracts~~service deliverables are met.

25 ~~19.3~~15.3 CONTRACTOR shall ensure that CONTRACTOR's staff receives training  
 26 in understanding the cultural differences among groups of Clients, and recognizes and effectively  
 27 intervenes to overcome any language and/or cultural barriers to employment. awareness and  
 28 responsiveness training.

19.415.4 CONTRACTOR shall maintain a log of in-house training activities ~~and~~  
~~Clients~~for staff. This log shall be made available to COUNTYSSA, upon request.

20.16. BUDGET

16.1 The budget for services provided ~~for HSP Services~~ pursuant to Exhibit A of this Agreement is set forth as follows:

Annual Budget Period for July 1, ~~2017~~2020 – June 30, ~~2019~~2021

STAFFING AND BENEFITS:

<u>Salaries and Benefits</u>	<u>Position Type</u> <sup>(1)</sup>	<u>FTE</u> <sup>(4)</sup>	<u>Maximum Hourly Rate</u> <sup>(2)</sup>	<u>Maximum Hourly Rate</u> <sup>(2)</sup>	<u>FTEs</u> <sup>(3)</sup>	<u>Annual Budget Amount</u>	
<u>DIRECT SERVICE POSITIONS</u> <sup>(3)</sup>							
Housing Developer		1.50	20.00			\$ <u>62,400</u>	
———— SUBTOTAL DIRECT SERVICE SALARIES						\$ <u>62,400</u>	
<u>DIRECT SERVICE BENEFITS</u> <sup>(4)</sup> (20.45% TOTAL)						<u>12,761</u>	
———— TOTAL DIRECT SALARIES AND BENEFITS						\$ <u>75,161</u>	
<u>ADMINISTRATIVE POSITIONS</u> <sup>(5)</sup>							
Director of Programs		0.10					
Violence Housing and Rapid Rehousing Services Program	D	44.71	30.00	0.40		\$ <u>6,240</u>	
Case Manager/RRH/DV Housing Supervisor	D	0.25	28.84	23.00		\$ <u>11,960</u>	
Case Manager <sup>(5)</sup> Managers	D	1.50	21.63	203.0	0	\$ <u>62,400</u>	
———— SUBTOTAL ADMINISTRATIVE SALARIES						\$ <u>135,000</u>	
Senior Director of Community Response and Relations	\$	95.29					
	80,600A			0.05		<u>9,911</u>	
Staffing Subtotal						\$ <u>212,111</u>	
<u>ADMINISTRATIVE SERVICE EMPLOYEE BENEFITS</u> <sup>(4)</sup> (40%) <sup>(4)</sup> (20.46% TOTAL)							<u>84,844</u>

1	<del>_____</del>	<del>SUBTOTAL ADMINISTRATIVE SALARIES AND</del>	
		<del>BENEFITS</del>	<del>\$ 97,091</del>
2		TOTAL <del>ALL</del> SALARIES AND	
3		BENEFITS	<u>\$ 296,955</u>
4		<u>SERVICES AND SUPPLIES</u>	
5		<u>SERVICES</u>	
6		Master of Social Work Intern Supervisor	<u>\$ 1,500</u>
7		<del>_____</del>	<del>SUBTOTAL SERVICES</del>
			<u>\$ 1,500</u>
8		<u>SUPPLIES</u>	
9		Office Expenses	<del>\$ 1,848</del>
10		Program Office Expense	<u>10,000</u>
11		Telephone 1,000	<u>3,500</u>
12		Mileage <sup>(65)</sup> <del>2,000</del>	<u>7,500</u>
13		<del>_____</del>	<del>SUBTOTAL SUPPLIES</del>
			<u>\$ 5,848</u>
14		<u>DIRECT FINANCIAL ASSISTANCE</u>	
15		Security Deposit Assistance	\$ 100,000
16		Home Furnishing Assistance	28,000
17		Moving Costs	4,400
18		Short Term Assistance <sup>(7)</sup>	148,000
19		Medium Term Assistance <sup>(8)</sup>	<u>\$ 148,000</u>
20		<del>_____</del>	<del>SUBTOTAL DIRECT FINANCIAL ASSISTANCE</del>
			<u>\$ 428,400</u>
21		TOTAL <del>ALL</del> SERVICES \$	
22		AND SUPPLIES 435,748	<u>\$ 21,000</u>
23		<u>OPERATING EXPENSES</u>	
24		Utilities Facility	
25		Lease/Rental	<del>\$ 230,000</del>
26		Equipment Lease/Rental	<u>4,000</u>
27		Maintenance	<u>1,500</u>
28		Insurance <u>2,000</u>	<u>6,500</u>
29		TOTAL OPERATING	
30		EXPENSES Other -	
31		Furniture and Equipment	<del>\$ 425,000</del>
32		<del>_____</del>	<del>TOTAL SERVICES AND</del>
		<del>SUPPLIES, AND OPERATING</del>	
33		EXPENSES	<u>\$ 67,000</u>
34		<u>DIRECT FINANCIAL</u>	
35		<u>ASSISTANCE</u>	
36		Move-In Assistance	<u>\$ 187,741</u>

Rent Subsidies		<u>740,000</u>
<b>TOTAL LINE ITEM</b>		
<b>BUDGET-DIRECT</b>		
FINANCIAL	\$	
ASSISTANCE	612,000	<u>\$927,741</u>
ANNUAL MAXIMUM	\$	
OBLIGATION	612,000	
INDIRECT COSTS (15%) <sup>(6)</sup>		<u>\$187,304</u>

**CONTRACT****MAXIMUM****OBLIGATION****-TOTAL JULY 1, 2017****THROUGH 2020 -**

**JUNE 30, 2019** **\$1,224,500**  
**2021** **,000**

<sup>†</sup>Annual Budget Period for July 1, 2021 – June 30, 2022STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position</u> <u>Type <sup>(1)</sup></u>	<u>Maximum</u> <u>Hourly Rate<sup>(2)</sup></u>	<u>FTEs<sup>(3)</sup></u>	<u>Amount</u>
<u>Director of Domestic Violence</u>	<u>D</u>	<u>44.94</u>	<u>.20</u>	<u>\$18,600</u>
<u>Housing and Rapid Rehousing Services</u>	<u>D</u>	<u>19.54</u>	<u>2.00</u>	<u>81,280</u>
<u>Housing Navigator (bi-lingual)</u>	<u>D</u>	<u>21.98</u>	<u>4.00</u>	<u>182,880</u>
<u>Case Managers</u>	<u>D</u>	<u>51.29</u>	<u>.03</u>	<u>3,200</u>
<u>Director of Veteran and Housing</u>	<u>D</u>	<u>96.82</u>	<u>.05</u>	<u>10,069</u>
<u>Program</u>	<u>A</u>	<u>96.82</u>	<u>.05</u>	<u>10,069</u>
<u>Senior Director of Clinical Services</u>	<u>A</u>			
<u>and Programs</u>				
<u>Senior Director of Community</u>				
<u>Response and Relations</u>				
<u>Staffing Subtotal</u>				<u>\$306,098</u>
<u>EMPLOYEE BENEFITS (40%)<sup>(4)</sup></u>				<u>\$122,439</u>
<u>TOTAL SALARIES AND BENEFITS</u>				<u>\$428,537</u>
<u>SERVICES AND SUPPLIES</u>				
<u>Office Expense</u>				<u>\$10,000</u>
<u>Telephone</u>				<u>3,500</u>
<u>Mileage<sup>(5)</sup></u>				<u>7,500</u>
<u>TOTAL SERVICES AND SUPPLIES</u>				<u>\$21,000</u>



1	<u>OPERATING EXPENSES</u>				
2	<u>Facility Lease/Rental</u>				<u>\$30,600</u>
3	<u>Equipment Lease/Rental</u>				<u>4,000</u>
4	<u>Maintenance</u>				<u>1,500</u>
5	<u>Insurance</u>				<u>6,500</u>
6	<u>TOTAL OPERATING EXPENSES</u>				<u>\$42,600</u>
7	<u>DIRECT FINANCIAL ASSISTANCE</u>				
8	<u>Move-In Assistance</u>				<u>\$250,000</u>
9	<u>Rent Subsidies</u>				<u>\$997,863</u>
10	<u>TOTAL DIRECT FINANCIAL ASSISTANCE</u>				<u>1,247,863</u>
11	<u>INDIRECT COSTS (15%)<sup>(6)</sup></u>				<u>\$260,000</u>
12	<u>MAXIMUM OBLIGATION JULY 1, 2021 - JUNE 30, 2022</u>				
13					<u>\$2,000,000</u>
14	<u>Annual Budget Period for July 1, 2022 – June 30, 2023</u>				
15	<u>STAFFING AND BENEFITS:</u>				
16	<u>STAFFING</u>	<u>Position Type<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>FTEs<sup>(3)</sup></u>	<u>Amount</u>
17	<u>Director of Domestic Violence Housing and Rapid Rehousing Services</u>	<u>D</u>	<u>46.15</u>	<u>.20</u>	<u>\$19,200</u>
18	<u>Housing Navigator (bi-lingual)</u>	<u>D</u>	<u>19.85</u>	<u>2.00</u>	<u>82,580</u>
19	<u>Case Managers</u>	<u>D</u>	<u>22.33</u>	<u>4.00</u>	<u>185,806</u>
20	<u>Director of Veteran and Housing Program</u>	<u>D</u>	<u>52.11</u>	<u>.03</u>	<u>3,252</u>
21	<u>Senior Director of Clinical Services and Programs</u>	<u>A</u>	<u>98.37</u>	<u>.05</u>	<u>10,231</u>
22	<u>Senior Director of Community Response and Relations</u>	<u>A</u>	<u>98.37</u>	<u>.05</u>	<u>10,231</u>
23	<u>Staffing Subtotal</u>				<u>\$311,300</u>
24	<u>EMPLOYEE BENEFITS (40%)<sup>(4)</sup></u>				<u>\$124,520</u>
25	<u>TOTAL SALARIES AND BENEFITS</u>				<u>435,820</u>
26	<u>SERVICES AND SUPPLIES</u>				
27	<u>Office Expense</u>				<u>\$10,000</u>
28	<u>Telephone</u>				<u>3,500</u>
	<u>Mileage<sup>(5)</sup></u>				<u>7,500</u>
	<u>TOTAL SERVICES AND SUPPLIES</u>				<u>21,000</u>

OPERATING EXPENSES

<u>Facility Lease/Rental</u>	<u>\$31,212</u>
<u>Equipment Lease/Rental</u>	<u>4,000</u>
<u>Maintenance</u>	<u>1,500</u>
<u>Insurance</u>	<u>6,500</u>
<u>Other</u>	<u>0</u>
<u>TOTAL OPERATING EXPENSES</u>	<u>\$43,212</u>

DIRECT FINANCIAL ASSISTANCE

<u>Move-In Assistance</u>	<u>\$250,000</u>
<u>Rent Subsidies</u>	<u>\$989,968</u>
<u>TOTAL DIRECT FINANCIAL ASSISTANCE</u>	<u>1,239,968</u>

INDIRECT COSTS (15%) <sup>(6)</sup> \$260,000

MAXIMUM OBLIGATION JULY 1, 2022 - JUNE 30, 2023\$2,000,000

<sup>(1)</sup> Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face to-face service to CLIENTS and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program. Proposed administrative costs should be held to no more than forty percent (40%) of the proposed budget year. The cost of case management staff is to be included in the forty percent (40%) administrative cost limit. CONTRACTOR shall budget a minimum of sixty percent (60%) of total costs for direct financial assistance which includes direct services staff (e.g. Housing Navigator, First Line Supervisor), rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and making the home habitable.

<sup>(2)</sup> Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

<sup>(3)</sup> For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as

1 the amount of time (stated as a percentage) the position will be paid for under the terms of this  
2 Agreement, regardless of the number of hours actually worked.

3 ~~(2) Maximum hourly rate which will be permitted during the term of this Agreement;  
4 employees may be paid at less than maximum hourly rate.~~

5 ~~(3) Direct Service positions are defined as those staff that provides face to face contact with  
6 clients. All direct staff positions are to be compensated hourly. For budget funding purposes, direct  
7 staff positions do not include case management positions.~~

8 (4) Employee Benefits include contributions to 401k or retirement plans; health insurance;  
9 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,  
10 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based  
11 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated  
12 employee, limited to the actual vacation time accrued during the fiscal year in which the expense  
13 is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall  
14 benefit rate shall not exceed 40% of the actual salary expense claimed.

15 ~~(5) Administrative costs are defined as those costs not solely related to direct services to  
16 clients, supervision and program costs (e.g., executive director oversight, technology services,  
17 accounting, payroll, etc.) shall be held to no more than thirty percent (30%) of total gross program  
18 costs. The cost of case management staff/functions is to be included in the thirty percent (30%)  
19 administrative cost limit.~~

20 ~~(6)(5) Mileage is limited to the amount allowed by IRS.~~

21 ~~(7) Short Term Assistance is for up to 3 months per household.~~

22 ~~(8) Medium Term Assistance is for up to 6 months per household.~~

23 (6) Indirect costs includes administrative costs not directly charged to the program,  
24 including annual single audit cost, fringe benefits, operating expenses associated with  
25 administration, rent, parking, occupancy cost, office expenses, telephone, insurance cost, fiscal  
26 department, human resources department, etc. Per the federally negotiated rate agreement, indirect  
27 costs reflect 15% of staff salaries (not including benefits). In the event the rate is reduced, the  
28 reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly.

1 CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

2 16.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,  
3 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement  
4 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an  
5 exception and may be approved, on a case-by-case basis, at the sole discretion of  
6 ADMINISTRATOR.

7 ~~20.1~~16.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance  
8 written notice, to add, delete, or modify line items and/or amounts and/or the number and type of  
9 FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph  
10 ~~19.1~~20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR.  
11 Further, in accordance with Subparagraph ~~44.4~~41.4 of this Agreement, in the event  
12 ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, of this  
13 Agreement, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to  
14 proportionately reduce the service goals as set forth in this Exhibit. Failure to obtain advance  
15 written approval for any proposed Budget Modification Request may result in disallowance of  
16 reimbursement for those costs.

17 16.4 In the event one of the annual budgets shown in Subparagraph 16.1 of this Exhibit  
18 is modified, the modification shall remain in effect until the end of the specific fiscal period  
19 modified. For example, if the annual budget for the period of July 1, 2020, through June 30, 2021,  
20 is modified, the modification will be effective until June 30, 2021. Beginning July 1, 2021, the  
21 budget will revert to the budget included in Subparagraph 16.1 of this Exhibit until it is modified,  
22 if applicable.

23 17. STAFF

24 17.1 CONTRACTOR shall be responsible for providing training and maintaining a  
25 competent, stable, and experienced workforce to fulfill the terms of this Agreement. All of  
26 CONTRACTOR's staff shall be able to read, write, speak, and understand English. If CLIENT  
27 contact is required to obtain the required documentation or provide services, CONTRACTOR will  
28 be required to provide translation services for languages needed so that all CLIENTS are provided

1 services in their primary language.

2 17.2 CONTRACTOR shall use a formal recruitment plan, which complies with federal  
3 and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained  
4 personnel who are responsive to, and who understand the diversity of cultures among the CLIENT  
5 population to be served. CONTRACTOR shall employ staff with the appropriate background,  
6 training and experience to provide HSP Services.

7 17.3 In addition to the above requirements, CONTRACTOR shall provide, at a  
8 minimum, the following staff at all times during the term of this Agreement:

9 17.4 Housing Navigator

10 Duties

11 17.4.1 Provide CLIENTS with services to include housing location and counseling  
12 services.

13 17.4.2 Provide additional support and assist as needed with landlord outreach,  
14 identification of rental vacancies, completion of rental applications and fee payment, inspection of  
15 unit habitability per HUD's minimum standards, verification of property ownership and rent  
16 reasonableness, and negotiation of lease agreements.

17 Qualifications

18 17.4.3 Bachelor's degree from accredited college/university, preferably with  
19 training in social work or related field and/or two years of post-baccalaureate professional social  
20 work experience or related field; relevant case management experience; knowledge and/or skills  
21 to access and/or develop community resources; demonstrated ability in clear verbal and written  
22 communications; knowledge and/or experience relevant to working with CLIENT population.  
23 Spanish speaking preferred.

24 17.5 Director of Domestic Violence/Housing and Rapid Rehousing Services

25 Duties

26 17.5.1 Provides oversight, leadership, and support for all aspects of this program,  
27 establish relationships in community to benefit program and clientele; helps monitor program  
28 expenditures, including CLIENT financial assistance.

1                   17.5.2 Works on direct implementation and training of staff on program policies  
2 and procedures as well as program guidelines to ensure compliance with contractual requirements.

3                   Qualifications

4                   17.5.3 Bachelor's degree from accredited college/university in social work or  
5 related field, psychology, or related field. Three (3) to five (5) years' experience with  
6 clinical/social work training with demonstrated experience providing direct services to  
7 underserved populations, including low-income families of varied demographics.

8                   17.6 Case Manager

9                   Duties

10                   17.6.1 Assess new CLIENTS during screening, intake and orientation.

11                   17.6.2 Assess program qualification criteria of CLIENTS and aid in qualifying or  
12 referring to outside resources.

13                   17.6.3 Develop individualized goal plans and monitors progress in achieving  
14 goals.

15                   17.6.4 Assist CLIENTS in goal planning of housing attainment and sustainability  
16 including job training, education, money management, income, and benefits attainment.

17                   17.6.5 Help with housing location/placement.

18                   17.6.6 Provide ongoing support, crisis intervention, and housing stability support  
19 and resource referrals.

20                   17.6.7 Coordinate housing, medical, legal, dental, and/or psychological services  
21 as/if needed.

22                   17.6.8 Work consultatively with other staff to ensure appropriate levels of  
23 treatment/support.

24                   17.6.9 Keep CLIENT files current through the computerized care management  
25 system and maintain ongoing files both on computer and hard copies.

26                   17.6.10 Conduct home visits to support CLIENT in housing stabilization.

27                   Qualifications

28                   17.6.11 Bachelor's degree from accredited college/university in social work or

1 related field and/or at least three (3) years' experience of post-baccalaureate professional social  
2 work experience or related field; relevant case management experience; knowledge and/or skills  
3 to access and/or develop community resources; demonstrated ability in clear verbal and written  
4 communications; knowledge and/or experience relevant to working with CLIENT population.

5 17.7 Director of Veteran and Housing Program

6 Duties

7 17.7.1 Help to manage and supervise program staff; establish relationships in  
8 community to benefit program and clientele; monitor program expenditures, including CLIENT's  
9 financial assistance, and ensure compliance with contractual requirements.

10 Qualifications

11 17.7.2 Bachelor's degree from accredited college/university in social work or  
12 related field and/or at least five (5) years' experience of post-baccalaureate professional social  
13 work experience or related field; relevant case management experience; knowledge and/or skills  
14 to access and/or develop community resources; demonstrated ability in clear verbal and written  
15 communications; knowledge and/or experience relevant to working with CLIENT's population.

16 17.8 Senior Director of Clinical Services and Program

17 Duties

18 17.8.1 Assist the Executive Director with overall management of 1736 Family  
19 Crisis Center. Program management, quality control, and program development and  
20 implementation, including lead position in developing and implementing new initiatives.  
21 Responsible for supervising staff and coordinating program and related functions.

22 Qualifications

23 17.8.2 Advanced degree from accredited college/university in clinical mental  
24 health or related field; at least eight (8) years post-licensure; licensed marriage and family therapist  
25 preferred. Have management experience and clinical training in several methods of clinical  
26 intervention, including individual, group and family therapy; clinical experience with the Center's  
27 service populations.

28 17.9 Senior Director of Community Response and Relations

Duties

17.9.1 Assist the Executive Director with overall management of 1736 Family Crisis Center. Program management, quality control, and program development and implementation. Responsible for supervising staff and coordinating program and related functions, building community relations and overseeing program development, quality assurance review, and outreach activities.

Qualifications

17.9.2 Advanced degree from accredited college/university in clinical mental health or related field; at least eight (8) years post-licensure; licensed marriage and family therapist preferred. Have management experience and clinical training in several methods of clinical intervention, including individual, group and family therapy; clinical experience with the Center's service populations.

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