

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE HEALTH CARE AGENCY
AND
THE CITY OF LA HABRA AND THE CITY OF FULLERTON
FOR THE PROVISION OF
ALTERNATIVE HOUSING FOR COVID-19 RESPONSE SERVICE FOR HOMELESS
INDIVIDUALS

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Health Care Agency (HCA), hereinafter referred to as “COUNTY,” and the City of La Habra, a municipal corporation, and the City of Fullerton, a municipal corporation, hereinafter referred to as “City” or “Cities.” References to “Cities” shall include both Cities and each individual “City.” The term “City,” therefore, unless otherwise identified, shall mean either of the Cities. COUNTY and the Cities may be referred to individually as “Party” and collectively as “the Parties.”

The relationship between COUNTY and the Cities, with regard to this MOU, is based upon the following: In response to the COVID-19 pandemic and addressing homelessness, the Cities have committed to contract Kingdom Causes, Inc. DBA City Net to operate their respective Project Roomkey Program, and the COUNTY will administer CARES funding to the Cities for the operation of those Sites.

1. Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Act, Relief, and Economic Security Act (CARES Act), provides that payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency.
2. The COUNTY and Cities have been working cooperatively to assist and address issues related to homelessness. To that end, the Cities have decided to enter into an Alternative Shelter Site agreement for COVID-19 sick, symptomatic, and/or vulnerable homeless individuals to allow individuals to self-isolate and prevent the spread of COVID-19.
3. This MOU sets forth the procedures authorized by both the COUNTY’s HCA Director and the Cities, for their respective employees to follow in providing services.
4. The COUNTY has agreed to provide \$629,000 to the Cities to reimburse the costs of their contract utilizing CARES Act funding that was allocated to the COUNTY.
5. The purpose of this MOU is to provide the basic understanding between the Parties with respect to the funds and to set forth basic provisions that the Parties contemplate, including minimum requirements regarding the operation of the Sites by the Cities.
6. This financial MOU is a legally binding agreement based on the promises of the Parties.

1. TERM

The term of this MOU shall commence on July 15, 2020, and end on November 14, 2020 unless earlier terminated pursuant to the provisions of Paragraph 17 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting, and confidentiality.

2. PURPOSE

This MOU establishes the procedures for the COUNTY to administer Coronavirus Aid, Relief, and Economic Security Act funding to the Cities for the operation of their Alternative Shelter Sites for COVID-19 sick, symptomatic, or vulnerable individuals experiencing homelessness. The purpose is to reimburse the Cities for the cost of their contract with Kingdom Causes, Inc. dba City Net (“Kingdom Causes”) for the Wraparound Services provided for individuals experiencing homelessness that meet the criteria for Project Roomkey Program. These alternative shelter sites are for isolation and quarantine of homeless vulnerable individuals and homeless exhibiting signs of illness. All Program participants’ enrollment should be documented in a manner consistent with federal and state laws and regulations, including privacy laws.

DEFINITIONS

2.1 Motel Rooms: Cities shall ensure Kingdom Causes provides a space for homeless individuals to isolate, rest and recover that is habitable, promotes physical functioning, adequate hygiene, and personal safety.

2.2 Wraparound Services: Cities shall ensure Kingdom Causes provides short term shelter during the COVID-19 crisis, at least (3) meals per day, and on-going reassessment within the program to make appropriate referrals.

3. POPULATION TO BE SERVED

3.1 Cities shall provide Project Roomkey Program services to homeless individuals who are sick, symptomatic of COVID-19, and/or vulnerable. Vulnerable status means any individual experiencing homelessness who is 65 or older and/or experiencing underlying medical conditions.

4. THE CITIES’ RESPONSIBILITIES

4.1 Cities shall ensure that homeless individuals referred for Project Roomkey Program services under the contract with Kingdom Causes meet the criteria set forth in this MOU:

4.1.1 The goal of Project Roomkey Program is to provide up to 26 Motel Rooms as short-term shelter during the COVID-19 crisis as follows:

- a. Sites for isolation and quarantine of homeless individuals exhibiting signs of illness and/or who are COVID-19 positive;
- b. Site for at-risk, medically vulnerable and/or 65 years of age or older homeless individuals; and

4.2 Cities shall ensure that homeless individuals referred for Project Roomkey Program services receive the services under the contract with Kingdom Causes for which the Cities seek reimbursement under this MOU.

4.3 Cities shall maintain ongoing database of all participant services and provide weekly data reports to the COUNTY.

5. COUNTY RESPONSIBILITIES

5.1 County shall reimburse Cities for reasonable costs of Project Roomkey Program services provided and paid under their contracts with Kingdom Causes, on a monthly basis, in a cumulative amount to the Cities not to exceed \$629,000.

6. FACILITIES:

6.1 It is mutually understood that the Cities will provide Project Roomkey Program services at the following facilities:

HOTEL/MOTEL SITE(s)

Willow TreeLodge

1015 Harbor Blvd, Fullerton CA

6.2 The Cities and COUNTY may mutually agree in writing to add, change, modify, or delete facility location(s) as necessary to best serve the needs of COUNTY and clients to be served under this MOU.

7. NON-DISCRIMINATION

7.1 In the performance of this MOU, the Cities agree that they shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

7.2 The Cities shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain the Cities' compliance with Paragraph 8 et seq.

7.3 Non-Discrimination in Service Delivery

7.3.1 The Cities shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter

amended. The Cities shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Health Care (CDSS), Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code (WIC) Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 8.2 et seq.

7.3.2 The Cities shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

7.3.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

7.3.2.2 Discrimination Complaint Form

7.3.2.3 Civil Rights Contacts

State Civil Rights Contact

California Department of Health Care

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

8. SUBCONTRACTS

8.1 The Cities shall not subcontract for services under this MOU without the prior written consent of COUNTY. If COUNTY consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of the Cities to COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY, the Cities shall include in each subcontract any provision COUNTY may require.

8.2 The Cities and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of COUNTY, and to the examination and audit by COUNTY or designee, for a period of ten (10) years or until any pending audit is completed.

9. CONFIDENTIALITY

9.1 COUNTY and the Cities agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

9.2 The Cities shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

9.3 The Cities agree that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

10. INDEMNIFICATION

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

11. SECURITY

11.1.1 The Cities shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance the Cities experience or learn of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), the Cities shall immediately notify COUNTY of its discovery. After such notification, the Cities shall, at its own expense, immediately:

11.1.1.1 Investigate to determine the nature and extent of the Security Breach.

11.1.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

11.1.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what the Cities have done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action the Cities have taken or will take to prevent future similar unauthorized use or disclosure.

11.1.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation

and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines the Cities will conduct additional action(s), the Cities shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, the Cities shall reimburse COUNTY for costs associated to legally required actions.

12. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

- 12.1 Any accident or incident arising from or relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against the Cities.
- 12.2 Any injury to an employee of the Cities that occurs on COUNTY property.
- 12.3 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to the Cities under the term of this MOU.

13. RECORDS

13.1 Client Records

13.1.1 The Cities shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.

13.1.2 The Cities shall keep all COUNTY data provided to the Cities during the term(s) of this MOU for a minimum of ten (10) years from the date of final payment under this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless the Cities requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, the Cities shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 17.2.

13.2 Public Records

Notwithstanding Paragraph 9, to the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY is not liable for any such disclosure.

14. NOTICES

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

COUNTY:

County of Orange Health Care Agency
Procurement and Contracts Services
405 W. 5th St. Ste. 600

Santa Ana, CA 92701

The City of La Habra:
Attn: Jim Sadro
110 E. La Habra
La Habra, CA 90631

The City of Fullerton:
Attn: Kenneth Domer, City Manager
303 W. Commonwealth Ave
Fullerton, CA 92832

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

15. CONFLICT OF INTEREST

The Cities shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the Cities and to the Cities' employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Cities' efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers from acting in the best interests of the COUNTY.

16. POLITICAL ACTIVITY

The Cities agree that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

17. TERMINATION

17.1 COUNTY may terminate this MOU without penalty, immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of the Cities, discontinuance of the services for reasons within the Cities' reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU. If the COUNTY exercises its right to terminate this MOU, for cause or without cause, with only one of the Cities, all requirements set forth in this MOU shall remain in full force and

- effect between the COUNTY and the non-terminated City.
- 17.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU (“Transition Period”), the Cities agree to cooperate with COUNTY in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to COUNTY without alteration. The Cities also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 17.3 In the event of termination of this MOU, cessation of business by the Cities, or any other event preventing the Cities from continuing to provide services, the Cities shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.
- 17.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY’s Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.
- 17.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
18. SIGNATURE IN COUNTERPARTS
The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. The Cities represents and warrants that the person executing this MOU on behalf of and for the Cities is an authorized agent who has actual authority to bind the Cities to each and every term, condition and obligation of this MOU and that all requirements of the Cities have been fulfilled to provide such actual authority.
19. GENERAL PROVISIONS
- 19.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of the Cities’ agents or employees.
- 19.2 This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- 19.3 This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the

event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

- 19.4 The Cities warrant that Cities and Cities' personnel who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this MOU. The Cities must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 19.5 In the performance of this MOU, the Cities shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Health Care Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 19.6 In the performance of this MOU, the Cities may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.
- 19.7 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

DocuSigned by:
 By: Clayton Chan, M.D. PhD _____
 Dr. AFEE619990EB464...
 County of Orange
 Health Care Agency

DocuSigned by:
 By: Jim Sadro _____
 Name: 8F4BEF80CB004EB...
 Title: City Manager
 The City of La Habra

Dated: 7/15/2020 _____

Dated: 7/15/2020 _____

ATTEST:

DocuSigned by:
Laurie Swindell
D227373112D9497...
Name: Laurie Swindell, CMC
Title: City Clerk
The City of La Habra

Dated: 7/15/2020

APPROVED AS TO FORM:

DocuSigned by:
Keith Collins
35D0B7A7FB214D4...
Name: Keith Collins
Title: Deputy City Attorney
The City of La Habra
Dated: 7/15/2020

DocuSigned by:
By: *Tamara Dover*
Name: 2101ED115573430...
Title: City Manager
The City of Fullerton
Dated: 7/14/2020

ATTEST:

DocuSigned by:
Lucinda Williams
Name: AB3F178B87374E5...
Title: City Clerk
The City of Fullerton

Dated: 7/15/2020

APPROVED AS TO FORM:

DocuSigned by:
Richard D. Jones
5B85DA9E114A440...
Name: Richard D. Jones
Title: City Attorney
The City of Fullerton
Dated: 7/15/2020

Approved As To Form
HCA Counsel
County of Orange, California

DocuSigned by:
By: *Brittany McLean*
9713A4081D4343D...
Deputy: Brittany McLean
Dated: 7/15/2020