

**Contract MA-017-26010690**  
**For**  
**Services Coordination in the North and Central Service Planning**  
**Areas**  
**Between**  
**County of Orange**  
**And**  
**Orangewood Foundation**



**CONTRACT**

**MA-017-26010690**

**Between**

**County of Orange**

**And**

**Orangewood Foundation**

**For**

**Services Coordination in the North and Central Service Planning Areas for Transitional Aged Youth (TAY)**

This Contract MA-017-26010690 for Services Coordination in the North and Central Service Planning Areas for Transitional Aged Youth (TAY) (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”), and Orangewood Foundation, a California Non-Profit Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

**ATTACHMENTS**

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

Attachment A – Scope of Work

Exhibit I – Homeless Pillars Attestation

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Services Coordination in the North and Central Service Planning under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Services Coordination in the North and Central Service Planning Areas as set forth herein, and Contractor represented that it is qualified to provide Services Coordination in the North and Central Service Planning Areas to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Services Coordination in the North and Central Service Planning Areas to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Services Coordination in the North and Central Service Planning Areas with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

## I. GENERAL TERMS AND CONDITIONS

### 1. Governing Law and Venue:

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

### 2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

### 3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

### 4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

### 5. Delivery:

Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

### 6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

**7. Warranty:**

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

**8. Patent/Copyright Materials/Proprietary Infringement:**

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

**9. Assignment:**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

**10. Non-Discrimination:**

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

**11. Termination:**

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

**12. Consent to Breach Not Waiver:**

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**13. Independent Contractor:**

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

**14. Performance Warranty:**

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

**15. Changes:**

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

**16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

**17. Force Majeure:**

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

**18. Confidentiality:**

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

**19. Compliance with Laws:**

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

**20. Severability:**

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**21. Attorney Fees:**

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

**22. Interpretation:**

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto

or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

**23. Employee Eligibility Verification:**

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**24. Audits/Inspections:**

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

**25. Contingency of Funds:**

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are

not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

**26. Expenditure Limit:**

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

**27. California Public Records Act:**

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

**II. INDEMNIFICATION AND INSURANCE PROVISIONS**

**1. Indemnification**

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

**2. General Insurance Requirements**

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

### **Qualified Insurer**

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

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

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

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

### **3. Commercial General Liability**

#### **Minimum limits and coverage**

\$1,000,000 per occurrence; \$2,000,000 aggregate

#### **Required Coverage Forms**

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

#### **Required Endorsements**

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

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.
- B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

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

### **4. Automobile Liability including coverage for owned, non-owned and hired vehicles**

#### **Minimum limits and coverage**

\$1,000,000 combined Single Limit

#### **Required Coverage Forms**

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

### **5. Workers' Compensation**

#### **Minimum limits and coverage**

Statutory

#### **Required Endorsements**

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

## **6. Employers Liability Insurance**

### **Minimum limits and coverage**

\$1,000,000 per accident or disease

## **7. Professional Liability**

### **Minimum limits and coverage**

\$1,000,000 per claims-made or occurrence; \$1,000,000 aggregate

### **Required Endorsements**

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

## **8. Sexual Misconduct**

### **Minimum limits and coverage**

\$1,000,000 per occurrence

### **Required Endorsements**

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

**9. Employee Dishonesty (Client Coverage)****Minimum limits and coverage**

\$100,000 per occurrence

(Limit commensurate limit with exposure)

**Required Endorsements**

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

**III. ADDITIONAL TERMS AND CONDITIONS****1. Scope of Contract:**

This Contract specifies contractual terms and conditions by which County will procure Services Coordination in the North and Central Service Planning Areas from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

**2. Term of Contract:**

The initial term of this Contract shall become effective Tuesday, December 16, 2025, and shall continue through June 30, 2027, unless otherwise terminated as provided herein.

**3. Renewal:**

This Contract may be renewed by mutual written agreement of both Parties for three and a half (3.5) additional one-year periods. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

**4. Adjustments – Scope of Work:**

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

**5. Bills and Liens:**

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

**6. Breach of Contract:**

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- C. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

**7. Civil Rights:**

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

**8. Conflict of Interest – Contractor’s Personnel:**

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

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

**9. Conflict of Interest – County Personnel:**

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

**10. W-9/W-8 Requirements:****Department of the Treasury, Internal Revenue Service Form W-9 Requirement:**

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

**11. Contractor's Project Manager and Key Personnel:**

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

**12. Contractor Personnel – Reference Checks:**

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

**13. Contractor's Expense:**

The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

**14. Contractor Personnel – Uniform/Badges/Identification:**

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be

furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

**15. Contractor's Records:**

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

**16. Conditions Affecting Work:**

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

**17. Cooperative Contract:**

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible

for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

**18. Data – Title To:**

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

**19. Default – Re-Procurement Costs:**

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

**20. Disputes – Contract:**

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

## **21. Drug-Free Workplace:**

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  1. The dangers of drug abuse in the workplace;
  2. The organization's policy of maintaining a drug-free workplace
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  1. Will receive a copy of the company's drug-free policy statement; and
  2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
  1. Contractor has made false certification, or
  2. Contractor violates the certification by failing to carry out the requirements as noted above.

## **22. EDD Independent Contractor Reporting Requirements:**

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays

\$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

### **23. Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County’s needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

### **24. Error and Omissions:**

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

**25. Equal Employment Opportunity:**

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

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

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

**26. Headings:**

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

**27. News/Information Release:**

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

**28. Precedence:**

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

**29. Subcontracting:**

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express

written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

### **30. Termination – Orderly:**

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

### **31. Usage Reports:**

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

### **32. Project Manager, County:**

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

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

**33. Mandatory Kick-Off Meeting:**

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

**34. Permits and Licenses:**

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

**35. Inventory:**

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

**36. Notices:**

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Orangewood Foundation
Attn:	Christian E. Simonsen
Address:	1575 E. 17 <sup>th</sup> Street Santa Ana, CA 92705
Phone:	(714) 619-0200
Email:	<a href="mailto:CSimonsen@orangewoodfoundation.org">CSimonsen@orangewoodfoundation.org</a>

County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Zulima Lundy
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-6805
Email:	<a href="mailto:Zulima.Lundy@ceo.oc.gov">Zulima.Lundy@ceo.oc.gov</a>

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe, County DPA
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-7273
Email:	<a href="mailto:eric.axe@ceo.oc.gov">eric.axe@ceo.oc.gov</a>

**IV. ADDITIONAL TERMS AND CONDITIONS, BUSINESS ASSOCIATE AGREEMENT**

**1. Obligations and Activities of Contractor as Business Associate Additions**

- A. If Contractor receives Social Security data from County provided to County by a state agency, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.
- B. Contractor will notify County if Contractor is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability Act (HIPAA). County may terminate the Contract if Contractor is found guilty of a criminal violation in connection with HIPAA. County may terminate the Contract if a finding or stipulation that Contractor has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.
- C. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- D. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the HIPAA regulations and other applicable laws relating to the security or privacy of Protected Health Information (PHI). Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event:
1. Contractor does not promptly enter into negotiations to amend this Business Associate Contract when requested by County pursuant to this Section; or
  2. Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

## 2. Security Rule Additions

- A. Contractor shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.
- B. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. Contractor will provide County with its current and updated policies upon request.
- C. Contractor shall ensure the continuous security of all computerized data systems containing electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall protect paper documents containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. These steps shall include, at a minimum:
  - 1. Complying with all of the data system security precautions listed under the Section titled "Data Security Requirements," below;
  - 2. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of County;
  - 3. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;
- D. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with County.

## 3. Data Security Requirements

- A. Personal Controls
  - 1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County in connection with Contract, or access or disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.

2. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Contractor's privacy policies and procedures, including termination of employment where appropriate.
3. **Confidentiality Statement.** All persons that will be working with PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following the termination of the Contract.
4. **Background Check.** Before a member of the workforce may access PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

#### B. Technical Security Controls

1. **Workstation/Laptop encryption.** All workstations and laptops that store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County.
2. **Server Security.** Servers containing unencrypted PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. **Minimum Necessary.** Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.
4. **Removable media devices.** All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

5. Antivirus software. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
6. Patch Management. All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
  - a. Upper case letters (A-Z)
  - b. Lower case letters (a-z)
  - c. Arabic numerals (0-9)
  - d. Non-alphanumeric characters (punctuation symbols)
8. Data Destruction. When no longer needed, all PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Other methods require prior written permission by County.
9. System Timeout. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
10. Warning Banners. All systems providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must display a warning banner stating that data is confidential, systems are logged, and system use is for

business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
12. Access Controls. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission encryption. All data transmissions of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County outside the secure internal network must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advance Encryption Standard (AES). Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.
14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

#### C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Reviews. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### D. Business Continuity/Disaster Recovery Control

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department of Health Care Services (DHCS) PHI or Personal Information (PI) should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and County (e.g. the application owner) must merge with the DRP.

#### E. Paper Document Controls

1. Supervision of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. Removal of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must not be removed from the premises of the Contractor except with express written permission of County.
5. Faxing. Faxes containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI County discloses to Contractor or Contractor

creates, receives, maintains, or transmits on behalf of County in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

**4. Prohibited Uses and Disclosures**

- A. Contractor shall not disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).
- B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, except with the prior written consent of County and as permitted by 42 USC § 17935(d)(2).

**5. Personal Information Privacy and Security Contract**

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

**A. Definitions:**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County or DHCS, received by Contractor from the County or DHCS or acquired or created by Contractor in connection with performing the functions, activities and services specified in the Contract on behalf of the County.
5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.
6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.
8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores PI.

**B. DHCS PI and PII Uses and Disclosure:**

1. Permitted Uses and Disclosures of DHCS PI and PII by Contractor. Except as otherwise indicated in these terms and conditions, Contractor may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the County pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.
2. Responsibilities of Contractor.

Contractor agrees:

- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. Contractor will provide County with its current policies upon request.

- c. Security. Contractor shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. Contractor shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:
- i. Complying with all of the data system security precautions listed in the Section titled "Data Security Requirements" of the Business Associate Contract; and
  - ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
  - iii. If the data obtained by Contractor from County includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any of Contractor's agents or subcontractors, to whom Contractor provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.
- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of DHCS PI or PII by Contractor or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. Contractor 's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom Contractor subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Contractor receives DHCS PII, upon request by County and/or DHCS, Contractor shall provide County and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with County. With respect to DHCS PI, to cooperate with and assist the County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction

of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

- h. Breaches and Security Incidents. During the term of the Contract, Contractor agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. Contractor agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with the Section titled "Breach Discovery and Notification," of the Business Associate Contract to the Contract.
- i. Designation of Individual Responsible for Security. Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the County.

**SIGNATURE PAGE**



IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

**Orangewood Foundation, a California Non-Profit Corporation**

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.


DocuSigned by:			
	Chris Simonsen	Chief Executive Officer	12/4/2025
	Name	Title	Date
DocuSigned by:			
	John Luker	Chief Financial and Operating Officer	12/4/2025
	Name	Title	Date

**COUNTY OF ORANGE**, a political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

Deputy Procurement Agent			
Signature	Name	Title	Date

Approved as to form:

<b>County Counsel</b>			
Signed by:			
	Christopher Anderson, County Counsel	Deputy	12/4/2025
	Name	Title	Date

## ATTACHMENT A

### I. BACKGROUND

1. The Homeless Housing, Assistance and Prevention (HHAP) Program provides local jurisdictions with funds to support regional coordination, the development of a unified response to homelessness, and funding to continue the efforts to end homelessness through permanent housing and supportive services informed by best-practices. The HHAP Program prioritizes the strategic pairing of these funds with other local, state, and federal funds, with an emphasis on supporting programs and projects with the most impactful use of funds. HHAP funded service coordination programs should demonstrate clear pathways to connect people to permanent housing opportunities. HHAP funded projects should be low barrier and must be compliant with the State of California's Housing First criteria. HHAP funded services should be delivered in a trauma informed and culturally responsive manner.

### II. TARGET POPULATION

1. Contractor is to provide services to transitional age youth (TAY) experiencing unsheltered homelessness in the North and Central Service Planning Areas (SPAs) of Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.
2. Contractor is to confirm eligibility and review of supporting forms and documentation for Participants to ensure they meet the eligible criteria as established by HUD and California Department of Housing and Community Development (HCD).
3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1, 3 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.
  - a. Category 1: Literally Homeless: Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:
    - i. Has a primary nighttime residence that is a public or private place not meant for human habitation.
    - ii. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
    - iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
  - b. Category 3: Homeless Under Other Federal Statutes
    - i. Are defined as homeless under the other listed federal statutes;
    - ii. Have not had a lease, ownership interest in permanent housing during the 60 days prior to the homeless assistance application;
    - iii. Have experienced persistent instability as measured by two moves or more in the preceding 60 days; and
    - iv. Can be expected to continue in such status for an extended period of time due to

- special needs or barriers.
- c. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual who:
- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - ii. Has no other residence; and
  - iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
4. At the time of program enrollment, eligible Participants households must meet the above criteria of TAY experiencing homelessness in Orange County. The program should prioritize and focus on assisting TAY experiencing chronic homelessness and/or the longest length of homelessness.

### **III. PROGRAM DESCRIPTION**

1. Scope of Services Overview
  - a. The purpose of Contract is for Contractor to provide Services Coordination for TAY in the North and Central SPAs of Orange County (Program) in support of the County's implementation of a responsive Homeless Service System. Program provides comprehensive services coordination to help engage and serve TAY experiencing unsheltered homelessness while also assisting communities in addressing overall unsheltered homelessness conditions (i.e. encampments and hotspots) in the North, Central SPA.
  - b. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with HHAP funds, as described as follows, in a manner satisfactory to County and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and safety Code (HSC) § 5021(a-q), HSC § 50219(c)(1-8), HSC § 50221(a)(1-4), Welfare and Institutions Code (WIC) sections 189999-18999.6, Senate Bill (SB) 1380, and Welfare and Institution (W&I) Code 8255.
  - c. Contractor will assist TAY who are experiencing homelessness secure permanent housing and achieve housing stability. The Program will assist TAY experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, and navigating application and enrollment processes, and providing advocacy and support as necessary.
  - d. Contractor shall adhere to all applicable regulations associated with federal and/or state funding sources, including but not limited to the HHAP Program. Contractor shall ensure all program policies and procedures are in compliance with required federal and/or state regulations.
2. Program must operate in accordance with Housing First Principles as defined in WIC Section 8256 and further outlined in ACL 19-114 Description of Services
  - a. The Services Coordination for TAY Program will provide services to TAY experiencing homelessness, prioritizing TAY who are experiencing unsheltered homelessness and/or

chronic homelessness. The Program will offer a low-barrier, no-wrong-door pathway where Participants can connect to the Program through self-referral, community referral, and 2-1-1 Orange County helpline (211OC). The Program will serve as an entry point for the Coordinated Entry System (CES), while providing intensive case management services that focus linkage to healthcare, shelter, basic needs, benefits advocacy, employment resources, and permanent housing. The Program will provide emergency housing placement, basic needs, and transportation assistance to assist TAY with immediate needs while they are connected to longer-term resources. The Program will leverage California Advancing and Innovating Medi-Cal (CalAIM) benefits whenever possible, in a non-duplicative way to ensure that Participants access the housing and healthcare resources they are eligible for.

- b. The Program will be equipped to serve Participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing with appropriate training to better support general management, case management, and security services at the Program. The Program will assist Participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes, and providing advocacy and support as necessary. The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Critical Time Intervention, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability.
3. The Services Coordination for TAY Program shall include the following services at minimum:
    - a. Provision of services coordination to connect Participants to services through self-referral, community and organization referral, direct referrals from 211OC, outreach services, law enforcement, shelters, and hospitals.
    - b. Intake and assessment to engage and enroll Participants in the Program and to ensure understanding of the history of participation in other homeless service assistance programs and collect necessary demographic information.
    - c. Creation of an Individualized Housing and Service Plan (IHSP) within 30 days of program enrollment. Program must be able to assess and re-evaluate the Participant's service needs and make recommendations to appropriate and eligible housing and/or supportive services that best meets the Participant's needs.
    - d. Function as a CES Access point to support Participants in accessing the CES through the completion of an assessment and the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition.
    - e. Enrollment in CES within 30 days of Program enrollment while ensuring that verification of homelessness and disability is quickly obtained to best support the prioritization process.
    - f. Housing-focused case management services to support Participants with locating housing options that meet the Participant's needs. Case management services will be focused on furthering the progress towards the goals and objectives as outlined in the IHSP. The IHSP will address alternate strategies to ensure that progress is not solely dependent on CES outcomes.
    - g. Provision of outreach and coordination services to promote continuous engagement with Participants enrolled in services, and to coordinate with referring partners to connect

- Participants in need of initial field-based engagement or warm-handoff appointments.
- h. Provision of case management services that link Participants to healthcare, behavioral health, substance use disorder treatment, benefits advocacy, temporary shelter, and other resources.
  - i. Provision of field-based case management services to support Participants in navigating and accessing resources, attending appointments related to their IHSP, attending housing-related and other appointments as needed.
  - j. Ensure that Participants who are not connected to Medi-Cal and those who may not be eligible for CalAIM have access to the services offered by the program. Support eligible Participants to enroll in CalAIM services.
  - k. Housing navigation services to support the Participants in identifying available housing units and resources, completing needed forms and applications for housing, as well as providing support through in-person or teleconference meetings relating to housing search and placements.
  - l. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County CoC, and key stakeholders in Orange County to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or programs.
  - m. Implementation of Services Coordination Problem Solving funding to provide flexible stabilizing support to Participants to overcome barriers to housing.
4. Essential Requirements – Contractor shall:
- a. Ensure the Program will operate during regular business hours, eight (8) hours a day, five (5) days a week and maintain a holiday schedule consistent with the County’s schedule unless otherwise approved.
  - b. Operate the Program to include flexibility to meet eligible Participants outside typical hours of operation to accommodate needs related to employment or other appropriate factors.
  - c. Have a 24-hour contact available with capability to respond to after-hours and weekend crises.
  - d. Ensure that services will be recorded in the HMIS in accordance with the adopted HMIS Policies and Procedures.
  - e. Ensure that all Contractor staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to keep Participant information and PII private, confidential, and secure.
  - f. Work in partnership with County to deliver services as outlined in the program by being responsive to the needs of the Participants.
  - g. Submit policies and procedures for the operations of the Program, as requested by County, for all aspects of services, management, staff responsibilities, and coordination.
  - h. Track program costs and ensure eligibility for payment within the funding requirements.
  - i. Operate, maintain, coordinate and staff the resources for the program.
  - j. Coordinate with County agencies, the Orange County CoC and community-based organizations on administrative functions, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.
  - k. Attend Monthly Provider Meetings regularly to provide feedback and updates to the County as needed.
  - l. Participate in County community events as directed by the Office of Care Coordination to

provide appropriate services to and support the target population.

5. Use of Funds

- a. Funds shall be used to provide services and operations of the Program as detailed in this Contract. The Program and eligible costs have been informed by best practices frameworks focused on providing emergency shelter services to Participants and assistance in transitioning to permanent housing as quickly as possible.
- b. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved Participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.
- c. The Program shall also promote connections to service providers, increased access to benefits and employment resources as needed. Services and operations shall be low- barrier and promote an engagement rich environment in which Participants make connections to supportive services and stable housing.
- d. Services Coordination Problem Solving Funding:
  - i. Expenditures must directly overcome a barrier to the Participant's access to housing and stability. A written justification should be documented for each expenditure.
  - ii. Expenditures must comply with HHAP eligible use guidelines.
  - iii. Expenditures over \$2,000 require pre-approval from County.
  - iv. Expenditures should only occur when alternative resources could not be identified.
  - v. Eligible expenditures could include but are not limited to:
    1. Vehicle repair
    2. Basic needs
    3. Pet-related expenses
    4. Credit repair
    5. Family reunification costs
    6. Vital records assistance (out of state)
    7. Educational/workforce training opportunities
    8. Rental arrears/fees

**IV. PERFORMANCE METRICS**

1. The following performance measures will be a requirement of this Contract:
  - a. Contractor will assist a minimum of 264 eligible Participants by providing all components of Services Coordination during the term of the Contract. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
  - b. Maintain a minimum of 20 unduplicated, eligible Participants in a caseload per case manager
  - c. Of the Participants enrolled in the Program during the reporting period, 85% of Participants will have an IHSP within thirty (30) calendar days of program enrollment.
  - d. Of the Participants enrolled in the program during the reporting period, 85% of Participants will be connected to the CES within 30 days of program enrollment. Connected to the CES

- at minimum includes a program enrollment; however, the goal is to get program Participants in the community queue as fast as possible.
- e. At minimum, 40% of Participants will enroll into an emergency shelter or temporary housing destination while enrolled in the program.
  - f. At minimum, 25% will exit to a permanent housing destination.
  - g. At minimum, 60% will increase income during program enrollment
  - h. At minimum, 60% of Participants will be referred to behavioral health service.
  - i. At minimum, 60% of Participants will be referred to healthcare services.
  - j. At minimum, 15% of Participants will be referred substance use services.
  - k. At minimum, 15% of Participants will be referred to mainstream benefits.
  - l. On an annual basis, at minimum, the Program must solicit Participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.
  - m. Contractor shall meet the following drawdown and expenditure milestones:
    - i. 50% of the total contract budget expended within 9 months of execution of contract
    - ii. 85% of the total contract budget expended within 15 months of execution of contract
    - iii. 100% of the total contract budget expended within 18 months of execution of contract
2. County in coordination with Contractor will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the Contract term. Monitoring visits may include, but are not limited to:
    - a. Review of Participant file documentation
    - b. Review of eligible activity and cost requirements established by federal and/or state program guidelines
    - c. Review of policies and procedures and consistent adherence to Program practices
    - d. HMIS, Compass OC, and other data entry completion
    - e. Interviews with Program staff
  3. County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Contractor within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.
  4. County shall periodically evaluate Contractor's progress in complying with the terms of this Contract. Contractor shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Contractor.

## **V. ADMINISTRATIVE ACTIVITIES**

1. Reporting Requirements
  - a. Contractor shall maintain records and make statistical reports as required by Administrator.
  - b. Contractor is required to submit reporting at regular intervals to County that details progress

towards meeting Contracted performance measures.

2. File Maintenance and Documentation

- a. Contractor shall prepare all applicable files and perform all administrative management tasks, as indicated in the Contract.
- b. Contractor Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract.
- c. Records providing a full description of each activity undertaken.
- d. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- e. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- f. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.
- g. Retention: Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

3. Fiscal Reports

- a. Contractor shall submit monthly Year-End Projection Reports to Administrator, to be included in the monthly Expenditure and Revenue Reports. The Year-End Projections will report anticipated year-end actual costs and revenues for Contractor's Program described in the Services Paragraph of this Attachment A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year.

4. Staffing Reports

- a. Contractor shall submit monthly Staffing Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Attachment A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

5. Programmatic Reports

- a. Contractor is required to submit reporting on monthly and quarterly basis in a form acceptable to County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect Participant-level data.

- b. Administrator may request additional Program reports of Contractor to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to fourteen (14) calendar days for Contractor to respond to request.
  - c. Contractor shall submit additional reports as reasonably requested by County and may include the following metrics:
    - i. Total number of eligible households that receive assistance;
    - ii. Composition of the households – demographics, size and type;
    - iii. Number of unduplicated Participants served;
    - iv. Caseload movement;
    - v. Financial assistance expenditures;
    - vi. Length of assistance;
    - vii. Number of Participants exits and exit types;
    - viii. CES status – total number referrals entered into the CES program and related status;
    - ix. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion and
    - x. Income increases for Participants.
6. Additional Reports
- a. Contractor shall submit additional reports as reasonably required by Administrator concerning Contractor’s activities as they affect the duties and purposes contained in the Contract. Administrator will provide Contractor with at least fourteen (14) calendar days’ notice if such additional reports are required and shall explain any procedures for reporting the required information.
7. Incident Reports
- a. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.
8. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements.

## **VI. STAFFING**

- 1. Contractor shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with County. If administrative responsibilities are delegated to subcontractors, Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
  - a. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
  - b. Maximize the use of the allocated funds;
  - c. Ensure timely and accurate reporting;

- d. Maintain appropriate staffing levels;
  - e. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff’s position.
  - f. Effectively communicate and monitor the Program for its success;
  - g. Maintain communication between the Contract key staff and Program Administrators; and,
  - h. Act quickly to identify and solve problems.
2. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in County sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.
  3. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	<b>Period 1: January 1, 2026, to June 30 2026</b>	<b>Period 2: July 1, 2026, to June 30, 2027</b>
<b>ADMINISTRATIVE</b>	<b>FTEs</b>	
Senior Accountant	0.10	0.10
<b>Subtotal Admin FTEs</b>	<b>0.10</b>	<b>0.10</b>
<b>PROGRAM</b>		
Director of Drop In Services	0.20	0.20
Manager of Drop In Services	0.50	0.50
Supervisor	0.10	0.10
Care Coordinator	2.00	2.00
<b>Subtotal Program FTEs</b>	<b>2.80</b>	<b>2.80</b>
<b>Total FTEs</b>	<b>2.90</b>	<b>2.90</b>

4. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.
5. Contractor and Administrator may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment A to the Contract.

## VII. BUDGET

### 1. PAYMENTS

- a. County shall pay Contractor monthly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.
- b. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.
- c. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, Administrator may reduce County payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor's and the year-to-date actual cost incurred by Contractor.
- d. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, Administrator may authorize an increase in the provisional amount payment to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
- e. Contractor's invoicing shall be on a form approved or supplied by Administrator and provide such information as is required by Administrator. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.
- f. All invoices to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
- g. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.
- h. County shall not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent agreement.
- i. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.
- j. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as

specified in the Referenced Contract Provisions of the Contract.

	<b>Period 1: December 16, 2025, to June 30, 2026</b>	<b>Period 2: July 1, 2026, to June 30, 2027</b>
<b>ADMINISTRATIVE COSTS</b>		
Salaries	\$4,370.00	\$9,089.00
Benefits	\$1,092.00	\$2,272.00
Services & Supplies	\$0	\$0
Indirect Costs	\$38,051.00	\$74,629.00
<b>SUBTOTAL ADMINISTRATIVE COSTS</b>	<b>\$43,513.00</b>	<b>\$85,990.00</b>
<b>PROGRAM COSTS</b>		
Salaries	\$97,117.00	\$202,003.00
Benefits	\$24,279.00	\$50,501.00
Services & Supplies	\$126,817.00	\$233,659.00
Subcontractor Costs	\$28,454.00	\$56,907.00
<b>SUBTOTAL PROGRAM COSTS</b>	<b>\$276,667.00</b>	<b>\$543,070.00</b>
<b>TOTAL COST</b>	<b>\$320,180.00</b>	<b>\$629,060.00</b>
<b>TOTAL MAXIMUM OBLIGATION</b>	<b>\$949,240.00</b>	

## 2. BUDGET/STAFFING MODIFICATIONS

- a. Contractor may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by Administrator. Contractor shall submit a properly completed Budget/Staffing Modification Request to Administrator for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Contract period and/or future Contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from Administrator prior to implementation by Contractor. Failure of Contractor to obtain written approval from Administrator for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by Contractor, and at sole discretion of Administrator, Administrator may increase or decrease the Period One and/or Period Two Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of County, as specified in the Referenced Contract Provisions of this Contract.

## 3. FINANCIAL RECORDS

- a. Contractor shall prepare and maintain accurate and complete financial records of its cost and

operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of Contractor shall be documented, and will be made in accordance with GAAP.

### VIII. COMMON TERMS AND DEFINITIONS

1. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.
  - a. **Access Point** means the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.
  - b. **Admission** means documentation, by Contractor, of completion of the entry and program enrollment into Homeless Management Information System.
  - c. **Care Plus Program (CPP)** means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
  - d. **Case Management** means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
  - e. **Client or Participant** means an individual or family, referred by County or enrolled in Contractor's Program for services under the Contract, who are experiencing homelessness.
  - f. **CES** means **Coordinated Entry System** and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for Participants. The Coordinated Entry System covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.
  - g. **CES Community Queue** means a list of eligible Participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.
  - h. **CoC** means **Continuum of Care**, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.
  - i. **County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care)** are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based Participant services, core organizational and administrative functions, and facility design and operations.
  - j. **Cultural Competency** – means consideration for cultural and linguistic factors in addressing

the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.

- k. **Data Collection System** means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System; however, victim service providers utilize comparable Data Collection Systems.
- l. **Engagement** means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the Participant (s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective of a successful Outreach.
- m. **Family** means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.
- n. **Harm Reduction** are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant’s health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant’s termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.
- o. **Homeless Management Information System (HMIS)** means a database mandated by the U.S. Department of Housing and Urban Development used to collect Participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.
- p. **Housing First Principles** means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, Participant choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of “housing readiness. This includes Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, Participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some Participants’ lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
- q. **Housing Navigation** means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.
- r. **Housing Specialist** means a specialized position dedicated to developing the full array of

housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.

- s. **Individuals** refers to adults aged 18 and older. Individuals may be single person households and adult-only households.
- t. **Information and Referrals** refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.
- u. **Intake** means the initial meeting between a Participant and Contractor's staff and includes an evaluation to determine if the Participant meets Program criteria and is willing to seek services.
- v. **Motivational Interviewing** is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.
- w. **Outreach** means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in Contractor developing its own Participant referral sources for the programs it offers.
- x. **Program Director** means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.
- y. **Progressive Engagement** means a flexible, targeted and efficient approach to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.
- z. **Referral** means providing the effective linkage of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made contact with the referred service.
- aa. **Service Planning Areas (SPA)** means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.
- bb. **System of Care Data Integration System (SOCDIS)** means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.
- cc. **Transitional Aged Youth (TAY)** refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.
- dd. **Trauma-Informed Care** requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.

- ee. **U.S. Department of Housing and Urban Development (HUD)** means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.
- 2. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

**EXHIBIT I**

Commission to End Homelessness  
Homeless Service System Pillars Attestation

**Background:**

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - <https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf>
- Summary Document - <https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf>

**Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:**

**EXHIBIT I**

Commission to End Homelessness  
Homeless Service System Pillars Attestation



Please select which of the Homeless Service System Pillar(s) that applies to the services being **proposed/bid**.

- PREVENTION**
- OUTREACH & SUPPORTIVE SERVICES**
- SHELTER**
- HOUSING**

Please provide a brief description to outline how your **proposal/bid** meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit **X**.

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With HHAP funding, Orangewood Foundation proposes to provide service coordination, case management, resource linkages and other client-centered support to transition aged youth who are experiencing or at imminent risk of homelessness ("homeless TAY") throughout the North, Central and South Service Planning Areas of Orange County. We will leverage our role as an open access point for Orange County's Coordinated Entry System (CES), our strong relationships with dozens of local providers and organizations, and our 40+ year history serving TAY in Orange County to reach and engage homeless TAY and offer strengths-based, trauma-informed support to help them build greater self-sufficiency and achieve housing stability. HHAP funding will pay for a new full-time Care Coordinator who will be based out of our Orangewood Resource Center, a drop-in center for TAY based in Santa Ana. Each year, the new Care Coordinator will ensure that at least 264 homeless TAY get connected with Orangewood's internal housing resources -- including emergency housing placement (with hotel/motel stays supported with HHAP grant funds), CES enrollment, CalAIM-funded housing navigation services and security deposit assistance, and CalOES- and privately-funded transitional housing programs -- and with other external resources to enhance their housing stability.

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**EXHIBIT I**

**Commission to End Homelessness  
Homeless Service System Pillars Attestation**



- 1. **Respondent/Bidder** recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

Initial TM

- 2. **Respondent/Bidder** acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

Initial TM

- 3. **Respondent/Bidder** acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

Initial TM

- 4. **Respondent/Bidder** recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

Initial TM

- 5. **Respondent/Bidder** attests the **proposal/bid** submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. **Respondent/Bidder** also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

Tiffany Mitchell  
(Signature Required)

10/1/2025  
(Date)