



Revision to ASR and/or Attachments

Date: February 1, 2018
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Dylan Wright, Director, OC Community Resources
Re: ASR Control #: 17-001348, Meeting Date 2/6/2018 Agenda Item No. #15
Subject: Second Amendment to Agreement with Mercy House Living Centers, Inc.

2018 FEB - 1 PM 4:15
RECEIVED
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS
[Handwritten signature]

Explanation: Second Amendment to Agreement with Mercy House Living Centers, Inc. has been revised to include a provision for publicity, literature, advertisement and social media.

- Revised Recommended Action(s)

- Make modifications to the:
 - Subject
 - Background Information
 - Summary

Revised Attachments (attach copy of revised attachment(s))

Attachment A - Attachment A - Second Amendment with Mercy House Living Centers, Inc.

Attachment B - Redline Version of the Contract



SECOND AMENDMENT
TO CONTRACT #16-22-0037-PS
BETWEEN THE
COUNTY OF ORANGE
AND
MERCY HOUSE LIVING CENTERS, INC.
FOR
PUBLIC SERVICES
YEAR ROUND EMERGENCY SHELTER/ MULTI-SERVICE CENTER PROGRAM

This AMENDMENT to Contract #16-22-0037-PS, hereinafter referred to as "Second Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and Mercy House Living Centers, Inc., DUNS #87-979-7165, a non-profit corporation, in the State of California with a place of business at P.O. Box 1905, Santa Ana, CA 92702, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS:

WHEREAS, COUNTY and SUBRECIPIENT entered into Contract Number 16-22-0037-PS (hereinafter referred to as "Original Contract"), for the provision of Public Services activities commencing December 14, 2016 and terminating June 30, 2018 in the amount of \$2,775,000.00; and

WHEREAS, on May 4, 2017, COUNTY and SUBRECIPIENT executed the First Amendment to Contract #16-22-0037-PS, by replacing Attachment A with A-1 and Attachment E with E-1;

WHEREAS, SUBRECIPIENT is performing satisfactory as required by the CONTRACT; and

WHEREAS, the PARTIES now desire to add a new Paragraph 41. "Publicity, Literature, Advertisements, and Social Media" and replace Attachment A-1 with Attachment A-2; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree as follows:

ARTICLES:

1. Add new language to the Original Contract to read as follows:

“41. Publicity, Literature, Advertisements, and Social Media

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

B. CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:


1. ADMINISTRATOR provides its written approval of the content and publication of the information at least 30 days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTY, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and,
4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.”

2. Attachment A-1 – Scope of Services shall be replaced in its entirety with Attachment A-2 below.
3. Except as otherwise expressly set forth herein, all terms and conditions contained in the ORIGINAL CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates with their respective signatures:


***MERCY HOUSE LIVING CENTERS, INC.**

By:  DocuSigned by: 5F61B5E16F60493...

Name: Patti Long
(Print)

Title: Associate Director

Dated: 2/1/2018

By:  DocuSigned by: 31D77984093F487...

Name: Larry Haynes
(Print)

Title: Executive Director

Dated: 2/1/2018

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

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

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

APPROVED AS TO FORM
COUNTY COUNSEL

By:  DocuSigned by: D3AD00D76D0B425...
DEPUTY COUNTY COUNSEL

Dated: 2/1/2018

PHASE I- SCOPE OF SERVICES



1. Scope of Services Summary

A. Activities

OPERATOR shall perform all services set forth in the program description and will be responsible for administering program funded with federal, state and local funds, described as follows, in a manner satisfactory to the COUNTY and consistent with any required funding standards.

The OPERATOR will work with the County team to facilitate the successful rehabilitation of the facility located at 1000 N. Kraemer Place, Anaheim for a year round emergency shelter and multi-service center ("FACILITY"). During Phase I of the rehabilitation of the facility, the OPERATOR will operate and provide year round emergency shelter for 100 homeless individuals 365 days a year accessible to shelter residents 24/7. In addition, the OPERATOR with a range of on-site programs and services. During Phase I there will be no Multi-Service Center as it will still be under construction

The OPERATOR of the Year Round Emergency Shelter will be responsible to maintain and operate the FACILITY per the terms and conditions in the funding agreement(s) and lease with the County. The OPERATOR will be required to, at a minimum, comply with the Phase I Year Round Emergency Shelter Management, Operations, and Public Safety Plan (MOPSP). In the event of any inconsistencies between the scope of services and the MOPSP, the scope of services will prevail. All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

The selected OPERATOR of the Year Round Emergency Shelter will be expected to:

1. Enter into a yearly operational and funding agreement with the County to operate and provide services associated with the Phase I Year Round Emergency Shelter in compliance with the Year Round Emergency Shelter Management, Operations and Public Safety Plan.
2. Enter into a Temporary License during Phase I of construction of the FACILITY.

3. Enter into a long-term lease agreement with the County for the Year Round Emergency Shelter and Multi-Service Center. The lease shall be for twenty (20) years with two (2) additional ten (10) year renewals based upon performance.

The lease commencement date is contingent upon the completion of the rehabilitation of the FACILITY and receipt of Certificate of Occupancy.

4. Leverage County funds with other private funding/resources for operations (leverage may also include rehabilitation that can be constructed on an in-kind basis by OPERATOR and/or other community partners. In-kind resources may include, but not be limited to the following: Architectural & Engineering Design, Construction, materials and furniture, fixtures, and equipment). Leverage may also include any funds the Applicant may be able to secure for the rehabilitation of the FACILITY.
5. The OPERATOR will work with County's designated Project Manager and design team to develop concept drawings and space use plans which will be used to develop plans and specifications incorporating all required design standards.

B. Program Description

The Year Round Emergency Shelter Program (PROGRAM) is an emergency shelter operation that is designed to provide unsheltered homeless individuals in Orange County with safe shelter, supportive services, health services, housing support services, and access to support to move individuals out of homelessness and into permanent housing opportunities. The overall purpose of the PROGRAM is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency.

The OPERATOR will be responsible for the day to day operation of the FACILITY on an ongoing basis and will be required to comply with the Phase I Year Round Emergency Shelter MOPSP.

The OPERATOR shall perform all services set forth in the program description and will be responsible for administering the program funded with federal, State, or local funds in a manner satisfactory to the COUNTY and consistent with all funding requirements. All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

Access to bed availability will be handled through a reservation system. No walk-ins for the PROGRAM or services will be permitted.

C. Eligible Participants/Population Served

For the purposes of the PROGRAM, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters., as further defined in 24 CFR Parts 91 and 576, for reference only.

D. Use of Funds

Funds will be used to support PROGRAM operations and coordination of support services for homeless clients within Orange County utilizing the County owned Facility at 1000 N. Kraemer Place, Anaheim (FACILITY) for a Year Round Emergency Shelter for 100 residents by providing shelter, and a range of on-site programs and services 365 days/year, 7 days/week.

E. Reporting

OPERATOR is required to submit monthly reports in a form acceptable to COUNTY by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. These reports shall include, but are not limited to, client data and units of services. OPERATOR will also be required to enter the data in the COUNTY designated database system, Homeless Management Information System (HMIS) prior to approval of monthly invoices.

OPERATOR will collaborate with COUNTY and 211-Orange County on Coordinated Entry system. Participation in the Coordinated Entry System is a requirement of this contract.

OPERATOR must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports. OPERATOR must input the collected data no more than seven (7) calendar days after date of program entry. Services rendered to clients must be entered into HMIS within seven (7) calendars days from date of service. All clients who exit from Program must have updated status in HMIS with seven (7) calendar days of the actual exit date

2. Description of Program

The OPERATOR will be part of the County team to facilitate the successful rehabilitation and conversion of the FACILITY located at 1000 N. Kraemer Place, Anaheim for a year round emergency shelter and multi-service center. During Phase I, upon receipt of a Temporary Certificate of Occupancy and the Temporary License is executed, the OPERATOR will operate a year round emergency shelter for 100 residents providing shelter 365 days a year accessible to the shelter residents 24/7 until all construction to

the FACILITY has been completed and the 20-year lease is executed. In addition, Phase II will include a multi-service center available to homeless clients with a range of on-site programs and services provided by community partners.

Access to bed availability will be handled through a reservation system. No walk-ins for the PROGRAM or services will be permitted.

3. Description of Services

The OPERATOR will be responsible for the day to day operation of the FACILITY on an ongoing basis and will be required to comply with the Phase I Year Round Emergency Shelter Management, Operations, and Public Safety Plan. This will include operating, maintaining, staffing, and coordinating the resources of the Program. In addition, the OPERATOR will provide a clean, safe, and well maintained environment which includes, food, transportation and supportive services for the homeless population. Those accessing the Shelter will include homeless single men and women.

All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

Construction/Rehabilitation of Year Round Emergency Shelter/Multi-Service Center

OPERATOR will work with the County's Project Manager and design team to develop plans/specifications incorporating all required design standards which conforms to all applicable local, state and federal public building code requirements in accordance with the Management, Operations, and Public Safety Plan.

Repairs, Maintenance, Additions and Reconstruction –Year Round Emergency Shelter/Multi-Service Center

During Phase I, COUNTY will provide, at its sole cost, all utilities to the FACILITY, trash pick-up and removal, and all maintenance and repairs.

Upon completion of construction, OPERATOR will provide, at its sole cost, all utilities and maintenance and repairs to the FACILITY in accordance with the 20-year Lease.

Throughout the terms of the Temporary License and 20-year Lease and contract, OPERATOR, at OPERATOR's sole cost and expense will be required to keep and maintain the FACILITY and any and all improvements in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects in accordance with the Temporary License and 20-year Lease and MOPSP.

4. Operation of Year Round Emergency Shelter

A. Administrative Management Tasks

OPERATOR will:

- a. Develop and submit a Staff Responsibility Matrix including any volunteer monitoring, if applicable and staff coordination.
2. Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Program. The plan should include staffing, volunteers, meals, security, janitorial, support services
3. Develop and submit program policies for operation and maintenance of shelter.
4. To the extent possible, recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the Housing and Community Development/Homeless Prevention Program Manager.
5. Be "on-call" 24/7 to the COUNTY Program Manager and related staff for emergencies.
6. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.
7. Review all billings and assure payments of sub-OPERATORS.
8. Track program costs.
9. Provide training to vendors, security personnel, community groups and volunteers, as needed and appropriate.
10. Schedule site management and security coverage for a 24/7 operational schedule.
11. Complete report on activities, unduplicated individuals served, bed nights and costs of operation, as requested by County.
12. Coordinate with HCD/HP, other County agencies and community-based organizations, as necessary and appropriate.

B. Phase I Site Management Tasks

OPERATOR will:

Attachment A-2

1. Provide supervision of the homeless clients including intake, registration, access to shelter services and amenities including sleeping areas, laundry, and the scheduling of meals, showers, and other personal services as needed.
2. To the extent possible, provide services to the homeless clients, such as: personal care needs and referral service, etc.
3. Take appropriate action for medical/mental health emergencies.
4. Provide trained security personnel for the safety of clients and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc.
5. Provide janitorial services or staff to clean all areas of the facility in accordance with the license agreement including all areas utilized by clients, shelter, and office space and keep a schedule for regular facility maintenance and cleaning. Cleaning includes sweeping the floor, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.
6. Complete a log of activities for each night, including number of clients served, referrals made, and incidents reported by security and Site Managers with copies of the activity log and incident reports submitted to COUNTY. Total number of volunteers assisting the staff should be noted.

C. Program Administration/ Responsibilities

1. Year Round Emergency Shelter

OPERATOR will:

- a. Maintain and operate the Year Round Emergency Shelter program designed to provide access to safe shelter, basic needs, and access to support to move individuals out of homelessness and into permanent housing opportunities. The PROGRAM will provide clients access to a range of programs and supportive service. Clients will be admitted with minimal requirements.

Coordinate access to PROGRAM through a reservation system. No walk-ins for the PROGRAM or services will be permitted. The

Attachment A-2

PROGRAM will accommodate overnight sleeping for 100 individuals per evening. Access to the PROGRAM is provided 24 hours a day, seven days/week, 365 days a year.

The Shelter OPERATOR will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with service providers through the Coordinated Entry System. A percentage (5%-10%) of beds will be held each night, with a portion specifically for host city, to prioritize referrals from local police and/or for emergency or special situations.

The OPERATOR is responsible for the purchase of supplies, furnishings, fixtures and equipment as needed including but not be limited to kitchen equipment, beds/cots, tables, chairs, desks, office equipment, cleaning supplies, bedding, mats, blankets, soap, shampoo, disposable razors, feminine hygiene supplies, toilet paper, toothpaste, paper towels and heavy duty plastic trash bags and other related support items necessary to provide emergency shelter to the homeless.

It is the OPERATOR's responsibility to validate the inventory by May 15 of each year with the County.

2. Screen for sex offender and active felony warrant status before admission (screening will take place prior to the arrival at the FACILITY as part of the bed reservation system), as detailed in the "Admission Criteria and Procedures."
3. Operate the Shelter with no set minimum length of stay. Maximum stay will be consistent with County ordinance of 180 consecutive days or as otherwise waived by the County. Each client will have an Employment and Housing Navigator supporting their progress toward Housing Stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time a client may be exited from the shelter for safety or continual shelter violations as outlined in the "Exit and Readmission Policies". The goal for length of stay should be 30 days or less. If a client exceeds 30 days intensified housing location and exit plan strategies will be implemented.
4. Maintain a report to account for clients with lengths of stay exceeding 30 days and reasons why with accountability to Advisory Boards.
5. Provide sleeping Areas/Beds to consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay.

Space will be divided to allow for separate sleeping areas for both men and women.

6. Provide Meals-breakfast, lunch, dinner and snacks for all clients in a central dining area.
7. Hygiene Facilities-Hygiene facilities on-site including toilets, showers provided by the COUNTY and provisions for laundry. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the OPERATOR to clients as needed.
8. Provide Laundry/Towels for use at each location/site. Showers, clean towels and the laundering of the towels shall be part of the services provided to the homeless. The OPERATOR will coordinate laundry service for the towels and blankets used at the FACILITY in accordance with the provisions made by the OPERATOR. It is the OPERATOR's responsibility to work with a vendor to make arrangements to provide laundry services and/or delivery of towels and blankets. OPERATOR shall bear the cost of providing laundry services and delivery.
9. Provide Telephone-the OPERATOR will be authorized to install temporary phone lines at their own expense for emergency shelter operations. If OPERATOR determines cellular phones can be used in place of landline phones, the OPERATOR shall bear the cost of providing the cellular phones.
10. Provide Transportation-No walk-ups will receive shelter Center access. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the "Transportation Policies" in accordance with the Phase I MOPSP. Locations will be selected by the host city/police department and/or in collaboration with neighboring police departments. OPERATOR will not drop-off/pick-up other than at agreed upon locations.
11. Provide Safety and Security- the OPERATOR will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. In accordance with the Phase I MOPSP, the security plan will include a multi-faceted approach involving screening for sex offenders and felons with open warrants, secured entrances, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms,

cameras and lighting.

12. Provide Storage-All clients will have access to personal storage space and small storage locker for personal valuables. Additionally, a refrigerated storage area will be available to clients with medication needs.
13. Provide Daytime Program Activities-As a 24-hour Year Round Emergency Shelter Program, the Shelter OPERATOR will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:
 - Access to day-time service providers
 - Life skills classes and workshops;
 - Indoor and outdoor recreational activities

D. Employment and Housing Navigator Services

OPERATOR will assign an Employment and Housing Navigator to each client upon entering the shelter to assist the client access permanent housing opportunities, with the goal of ending their homelessness within a 30-day timeframe. The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system and provide resources and support to the client during their stay.

Together the Employment and Housing Navigator and the client will complete a Housing Plan to assist in securing permanent housing. Client's progress towards actions outlined in the Housing Plan will be documented in weekly meeting provide referrals to services as necessary.

The OPERATOR will provide the COUNTY with an Employment and Housing Navigation Services Policy in accordance with the Phase I MOPSP and will include policies and procedures for documentation of Employment and Housing Navigation Services, Data Security, confidentiality, client privacy and consent, tracking client progress and participation, resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program.

The OPERATOR will use HMIS as its primary database in compliance with the Orange County HMIS data standards and established policies and procedures.

- E. Coordinated Entry System Integration-** the Shelter PROGRAM will serve as a designated "Entry Point" of the Coordinated Entry System. The OPERATOR will include in its staffing plan designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT assessments.

Employment and Housing Navigators will also assist PROGRAM clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module.

- F. Goals and Outcomes-**The goals and outcomes for the PROGRAM will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act as well as the County of Orange.

Indicators for measuring effective system performance should include the following key considerations:

1. Reduction in First Time Homeless
2. Overall Reduction in Number of Persons Who Experience Homelessness
3. Reduction in the Length of Time Homeless
4. Successful Resolution of Housing/Homeless Crisis
5. Reduction in Recidivism (subsequent return to homelessness)

- G. Admission and Criteria and Procedures –**

OPERATOR will develop and provide to the County detailed Admission Criteria Procedures in accordance with the Phase I MOPSP and includes policies and procedures for the following:

1. Client Rules and Guidelines
2. Identification Requirements
3. Screening Requirements
4. Bed Reservation System
5. New Clients
6. Day Leave and Returning Clients
7. Hours of Operation and Schedule
8. The PROGRAM is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather.

- H. Overflow Management and Policies**

It is anticipated that in the early stages of operation for the PROGRAM need and demand will outweigh the capacity of the 100 bed shelter. OPERATOR will develop and provide to the COUNTY a plan that include Overflow Management Policies designed to prevent and minimize overflow and capacity issues for the shelter and a Coordinated Service Delivery Plan for shelter diversion and redirection strategies in accordance with the Phase I MOPSP and includes homeless diversion and coordination with transitional and bridge housing providers and other shelter

programs.

I. Exit and Readmission Policy and Procedure

OPERATOR will provide to the COUNTY Exit and Readmission Policies in accordance with the Phase I MOPSP.

H. Daytime Program Policies

Clients may, but are not required to, leave the FACILITY during the day. The OPERATOR will encourage all clients to stay on-site make use of on-site services provided to them during the daytime. Clients will be encouraged to become active participants of the Program.

Two morning shuttle times will be available to clients who desire to leave the FACILITY for work or personal appointments, one at 6:00AM and one at 10:00AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the FACILITY. Clients will have access to daytime services through partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the FACILITY's recreational areas and designated outdoor spaces.

I. Multi-Service Center Program

During Phase I, there will be no Multi-Service Center. All clients of the PROGRAM will have access to and will be encouraged to participate in services provided on-site through partner agencies.

During Phase I, on-site services will be limited to clients of the PROGRAM.

The Year Round Emergency Shelter should include at a minimum the following baseline services

- Intake/Assessment/Case Management/Housing Navigation
- Crisis Evaluation – Mental Health
- On Site Centralized Intake
- Domestic Violence Services
- Beds on Site
- Transportation Services and Assistance
- Security
- Meals/Food
- Parking

- Homeless Prevention/Diversion Assistance
- Drug and Alcohol Treatment Referrals
- Commissary/Dining Hall
- 211 (off site)
- Employment/Job placement referrals
- Laundry
- Storage (on/off site)
- Resource Information and Referral services (on/off site)

K. Good Neighbor Policy - Community Coordination and Communication

1. Communication and Coordination with Neighborhood, Businesses and Public

The OPERATOR is responsible for communication with neighbors on an ongoing basis. Prior to commencement of any services at the Year Round Emergency Shelter Program, the OPERATOR will facilitate a number of Community Forums, as needed. The OPERATOR will provide information to the public including operational design plans, estimated date to begin and complete construction efforts on the project and when services will begin.

The OPERATOR will establish a public inquiry phone number and post contact information. For community stakeholders to call for information or questions about the site or program.

The OPERATOR will create and maintain a program website that will include important information for community stakeholders and clients. The website will include a "Frequently Asked Questions" section provide answers to community concerns. Additionally, the website will include a digital copy of the OPERATOR's full "Good Neighbor Policy" and "Management and Operational Plan" to be made accessible to the public.

The OPERATOR will have program information on-site and disseminate these resources to the community.

The OPERATOR will establish media guidelines and ensure that the public is regularly updated on the progress and successes of the shelter program through various local media outlets.

2. Communication and Coordination with Local Police and Fire Departments

The OPERATOR will communicate and work collaboratively with local police and fire departments through all stages of program implementation.

The OPERATOR will provide an array of services and support that will be beneficial to local police and fire departments. These services include, but will not be limited, to:

- Security Officers stationed both on-site and at bus/shuttle locations;
- Designated beds reserved each night for law enforcement referrals (including percentage set-aside for the host city);
- Operator Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight;
- Training opportunities on mental illness, homeless sensitivity or other topics of interest to supplement existing department trainings;
- Direct referral access to the Coordinated Entry system to assist local law enforcement officers connect homeless individuals with housing opportunities;
- Statistical reports on number of clients served, length of stay and/or demographic information.

Additionally, the Operator will meet on an on-going and as needed basis with local law enforcement from the host city and surrounding police departments. Law enforcement will have the ability to bring forward operator non-performance directly to the County.

3. Communication and Coordination with City, County, and Service Providers

Operation of the Year Round Emergency Shelter Program will be for the public good and to move the homeless Continuum of Care system, as a whole, forward. As such successful implementation of the Year Round Emergency Shelter Program will require the partnership of various stakeholders including the City, County and other Service Providers.

Additionally, the OPERATOR will be responsive to and provide support to the County Board of Supervisors and the City Council Members as needed.

4. Policies for Community Involvement

OPERATOR will participate in city and county-wide community events. To the extent reasonable and feasible representatives of the Shelter Operator will attend meetings of the local Neighborhood Association(s) and local Chamber of Commerce(s) when invited, and communicate with neighborhood and business participants.

5. Policies for Neighborhood Patrol

The OPERATOR will organize, lead, and convene a Neighborhood Patrol daily to monitor a 1/2-mile perimeter around the shelter. The role of this patrol group is to site to collect litter, promote cleanliness, engage with neighbors, and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- All litter and trash items will be removed from the area and properly disposed of;
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility;
- Unauthorized parking of client vehicles in the neighborhood are subject to towing;
- Shelter Operator will contact city designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property;
- Shelter Operator will follow city codes for removing personal property found in surrounding area.
- Shelter Operator will work with law enforcement to have staff conduct outreach and engagement activities to homeless in surrounding community such as parks, river bottoms, etc.

L. **Community Advisory Board**

The OPERATOR, in consultation with the Director of OCCR, will establish and maintain a Community Advisory Board to provide review of the operations of the Year Round Emergency Shelter Program, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of the Year Round Emergency Shelter Program.

1. Board Composition

The Community Advisory Board will represent different stakeholders and interests. The composition of this board will include:

- One (1) representative appointed by the Orange County Board of Supervisors
- Thirteen (13) representatives appointed by the local City Councils of the North County Service Planning Area (SPA). Appointments shall represent each of the currently existing cities in the SPA.
- One (1) representative appointed by the local Chief of Police
- One (1) representative appointed by the local Neighborhood Association
- One (1) representative appointed from the local business association or Chamber of Commerce
- One (1) representative appointed by the local school district
- One (1) representative appointed by the Commission to End Homelessness

The operator may establish other ad hoc committee meetings with the approval of OCCR. The operator, in consultation with the Director of OCCR, are responsible for ensuring that mechanisms exist to receive public input and feedback on the operation of the facility and any impacts it is having on the surrounding community.

Ad Hoc Committees may be established in coordination with OC Community Resources to support the goals of the CAB

2. Meeting Schedule

The Community Advisory Board will meet bi-annually.

Ad Hoc meetings will be held as necessary—a way for any member to agendaize issue or rules to be able to call a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of the Year Round Emergency Shelter Program, the Community Advisory Board is also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that the Community Advisory Board finds concerns over the Shelter Operator’s implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

- Once a grievance has been filed, Shelter Operator and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting;
- At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved;
- If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan;
- If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the County for investigation and possible termination of the Shelter Operator Contract. Only the County shall have the ability to terminate or otherwise enforce the Shelter Operator Contract. The County shall have a plan for operation of the shelter if the shelter operator is terminated by the County, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-up policy, etc.

Additionally, law enforcement will have the ability to bring forward operator non-performance directly to the County.

M. Safety Policies

The OPERATOR will make provisions and submit a plan for the following in accordance with the Phase I MOPSP

1. Facility Maintenance
2. Fire and Earthquake Safety
3. Evacuation Plan for Ambulatory and Non-Ambulatory Residents
4. Fire Prevention Procedures
5. Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

6. Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the Year Round Emergency Shelter Program facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per city and county requirements. A certificate of the last most recent OC fire inspection will be posted in a visible designated area.

7. Earthquake Safety

N. Security Plan

The OPERATOR will establish policies and procedures in accordance with the Phase I MOPSP that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

The OPERATOR will include the following in the Security Plan

1. Eligibility Screening

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. The Shelter Operation will work cooperatively with the local police department and will utilize <http://ws.ocsd.org/ArrestWarrants> to screen clients for open warrants.

2. Secured Entrances

3. On-site Security Personnel

The Shelter Operator will provide a sufficient number of trained security guards to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

4. Security Alarms and Cameras

5. Security Lighting

6. Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. De-escalating Conflicts

8. Entrance and Exit Procedures

9. Policy regarding storage of client's possessions

10. Policy pertaining to authorized/unauthorized search of clients' property by staff

11. Policy on Possession of Weapons On-Site

12. Procedure for Contacting Police

O. Health Policies

The OPERATOR will maintain hygienic, sanitary environments for the well-being of clients, volunteers and staff. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

The OPERATOR will develop Health Policies and Procedures in accordance with the MOPSP and will include the following:

1. Housekeeping Policy
2. Service Animal Policies
3. Possession and Use of Controlled Substances
4. Policy for Drug Possession
5. Security, Use and Access of Prescription Medications
6. Client Use of Over-The-Counter Medications
7. Client Access to Emergency and Medical Care
8. First Aid Equipment, Supplies and Procedures
9. Policies & Procedures for Disease Prevention

P. Food Policies

OPERATOR is responsible for planning, preparing and/or ordering meals for shelter residents in accordance with the Phase I MOPSP.

The Shelter Operator will provide a breakfast, lunch and hot dinner to each client every day.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times.

Food will be served at designated times of operation for registered shelter clients only.

Q. Transportation Policies-The OPERATOR will provide transportation to and from the shelter site(s) from specified pick-up/drop-off points coordinated with the County and/or local city and the police departments based on need and nature of emergency situation.

The policies for travel to and from the Year Round Emergency Shelter Program will be designed to support client needs and minimize potential impact on the adjacent residential neighborhood and businesses.

The following transportation measures will be implemented in accordance with the Phase I MOPSP:

1. Transportation Flow On and Off Property
2. Pedestrian Traffic
3. Bicycle Traffic and Parking
4. Bus and Shuttle Transportation Services
5. Personal Vehicle Transportation and Parking
6. Staff Transportation of Clients
7. Delivery of Shelter Goods and Community Donations

R. Financial Policies

The OPERATOR will establish Financial Policies in accordance with the Phase I MOPSP and will include the following:

1. Financial Requests from Clients
2. Client Possessions and Funds
3. Annual Outside Audit
4. Financial Reports Review

S. Legal Policies

The OPERATOR will establish Legal Policies in accordance with the Phase I MOPSP and will include the following:

1. Policy for Compliance with Local Laws
2. Policy for Compliance with Labor Laws

T. Non-Discrimination Policies

The OPERATOR will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, disability, or veteran status.

The Shelter Operator will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual in accordance with the Phase I MOPSP and will include the following:

1. Policy for Compliance with Americans with Disabilities Act
2. Gender-Specific Programming Policy
3. Sexual Harassment Policy
4. Policy Regarding Sex Offenders

The Shelter Operator will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

U. Confidentiality Policies

The OPERATOR will develop Confidentiality Policies in accordance with the Phase I MOPSP and include the following:

1. Personal Confidentiality
 - a. Fact of Participation
 - b. Disclosure to Other Agencies

Disclosure of information relating to program participants should not be made to employers, credit agencies, unions or other similar organizations, except at the request, and with the consent of the participant.

- c. Information to the Client

- d. Law Enforcement Agency Requests
- e. Written Consent
- f. Abuse Reporting
- g. Harm to Self or Others

- 2. Database Confidentiality Policies
- 3. Exceptions to the Confidentiality Policy

V. Grievance Policies

The grievance procedure will be applicable for any conflicts or disagreements between clients and clients and clients and staff. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

The OPERATOR will establish Grievance Policies and Procedures in accordance with the Phase I MOPSP and will include:

1. Receiving and Posting

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility.

2. Meeting with Staff

3. Whistleblower Policy

W. Staffing and Management Plan

OPERATOR will provide to the COUNTY a Staffing and Management Plan that includes the following policies and procedures in accordance with the Phase I MOPSP

1. Staff Policies

- Hiring Policy
- Screening Procedure
- Acceptance Procedure

2. Staff Training

- Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting
- Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution
- Appropriate Behavior for Dignity and Respect

- Communication
- Resources and Referrals
- Mental Health and Addiction Skills
- Annual Staff Evaluation and Training Plan
- Documentation of Staff Training
- HCA has trainings available for non-clinicians

X. Volunteer Policies

The OPERATOR will establish Volunteer Policies in accordance with the Phase I MOPSP including the following:

1. Selection, Screening, and Background Checks
2. Orientation and Training
3. A volunteer code of ethics that includes the following:
 - a. Each volunteer must maintain a firm commitment to professional conduct
 - b. Limiting Relationships with Clients
 - c. Food and Other Substances
 - d. Discrimination
 - e. Volunteer Boundaries
 - f. Commitment
4. Identifiable Lines of Authority
5. Descriptions of Volunteer Tasks



Certification of Agreements

Date:

To: Clerk of the Board of Supervisors

From: OCCR/Housing & Community Development and Homeless Prevention

Re: ASR Control #: 17-001348, Meeting Date _____ Agenda Item No. # _____

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Julia Bidwell
Name

HCD & HP Director
Title

Signature

Date

REDLINE

CONTRACT #16-22-0037-PS

BETWEEN

COUNTY OF ORANGE

AND

MERCY HOUSE LIVING CENTERS, INC.

FOR

PUBLIC SERVICES

**FOR PROVISION OF THE YEAR ROUND EMERGENCY SHELTER/
MULTI-SERVICE CENTER PROGRAM**

<u>CFDA#</u>	<u>FAIN #</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
14.218	B-16-UC-06-0504	Community Development Block Grant (CDBG) Funds	Department of Housing and Urban Development (HUD)
14.231	E-16-UC-06-0504	Emergency Solutions Grant (ESG)	Department of Housing and Urban Development (HUD)



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ATTACHMENTS

- Attachment A – Scope of Services
- Attachment B – Compensation/Payment
- Attachment C – SUBRECIPIENT’s Cost Proposal
- Attachment D – Staffing Plan
- Attachment E – Management, Operations and Public Safety Plan

EXHIBITS

Exhibit 1 – County of Orange Child Support Enforcement Certification

Exhibit 2 – OC Community Resources Contract Reimbursement Policy

Exhibit 3 – Drug-Free Workplace

Exhibit 4 - Disclosure of Lobbying Activities Form LLL

This Agreement, 16-22-0037-PS hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and Mercy House Living Centers, Inc., DUNS Number 87-979-7165, a non-profit corporation, in the State of California with a place of business at P.O. Box 1905, Santa Ana, CA 92702, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY adopted its FY 2016-17 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, HUD, in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of COUNTY to determine whether COUNTY has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold; and

WHEREAS, COUNTY approved an allocation of \$2,775,000.00 (Two Million Seven Hundred Seventy-Five Thousand Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Years 2016-17 and 2017-18 total; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN;

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds;

WHEREAS, SUBRECIPIENT acknowledges that its DUNS Number is 87-979-7165; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

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

1. HUD: United States Department of Housing and Urban Development.

2. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.
4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.
5. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.
6. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.
8. OMB: Federal Office of Management and Budget.
9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
10. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
11. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
13. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
14. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
 - 14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - 14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries

- differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
- 14.3 An increase in the amount of Federal Community Planning Development funds allocated to an existing activity when the following apply:
 - 14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
 - 14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.
 15. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

ARTICLES

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of CONTRACT:** This CONTRACT shall be effective from December 14, 2016 through June 30, 2018, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing.
 - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning December 14, 2016. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2018.
 - 2.2 This CONTRACT may be renewed on the same terms, conditions, and scope of services upon mutual written agreement by the COUNTY and SUBRECIPIENT and upon Board of Supervisors approval as appropriate.
3. **Contingency of Funds:** SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
 - 3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to

expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

4. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.
5. **Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.
6. **Changes/Extra Work:** The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY-assigned Purchasing Agent, shall require the mutual consent of all Parties, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

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

Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 28 and 29 herein;

Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and

Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could

result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

- 10. Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- 11. Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 12. Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.
- 13. Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.

14. SUBRECIPIENT's Project Manager and Key Personnel:

SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there be a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

15. Data – Title To: All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.**16. County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- 16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
- 16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- 16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
- 16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

17. EDD Independent SUBRECIPIENT Reporting Requirements:

The County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a

contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent 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.”

- 18. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY’s needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT’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 the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.
- 19. SUBRECIPIENT’s Responsibilities:** The SUBRECIPIENT shall:
- 19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.
- 20. Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.
- 21. Substantial Amendments:**
- 21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
- 21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

22. Payment Requirements:

- 22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation/Payment to SUBRECIPIENT attached hereto and incorporated herein by reference.
- 22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.
- 22.3 Payment of Project Activities:
- 22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on January 1, 2017, and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit 2, attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report ("GPR INFORMATION FORM") for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.
- 22.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
- 22.3.3 Upon the COUNTY's issuance of the certificate of occupancy to the Year Round Emergency Shelter facility, the "Minimum Required Expenditure Threshold" criteria shall be established to guide SUBRECIPIENT in structuring and scheduling its expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds shall be consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.
- 22.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.
- 22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 32 of this CONTRACT.

23. Program Income

- 23.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.

- 23.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.
- 23.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.
- 23.4 SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

24. Performance:

- 24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.
- 24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 33 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.
- 24.3 Upon the COUNTY's issuance of the certificate of occupancy to the Year Round Emergency Shelter facility, the "Performance Threshold" criteria shall be established to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.
- 24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- 24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *SCOPE OF SERVICES*, as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.
- 24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set

forth in Attachment A., SCOPE OF SERVICES, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.

- 24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.
- 24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

25. Performance Monitoring:

- 25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.
- 25.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.
- 25.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in paragraph 28 of this CONTRACT.

26. Disputes – CONTRACT:

- 26.1 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 SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:
 - 26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing 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 the COUNTY, on its own initiative, has already rendered such a final decision.
 - 26.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the SUBRECIPIENT believes the COUNTY is liable.
- 26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the

provision of services under this CONTRACT. The SUBRECIPIENT's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

27. Gratuities: The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

28. Termination – Convenience of the COUNTY: The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:

- 28.1 Stop work as specified in the notice of termination;
- 28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
- 28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
- 28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- 28.5 Complete performance of the work not terminated; and
- 28.6 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and

quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY.

The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above.

- 28.7 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
- 28.8 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.
- The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.
- The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal. In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:
- 28.9 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;
- 28.10 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and
- 28.11 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.

If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.

The COUNTY may:

28.12 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and

28.13 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.

In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

29. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each Party will assist the other Party in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

30. This paragraph was intentionally left blank.

31. Federal Administrative Requirements:

31.1 Financial Management:

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

31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit

Organizations,” or A-21, “Cost Principles for Educational Institutions,” or A-87, “Cost Principles for State and Local Governments” (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

31.2 **Civil Rights**

Compliance

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

31.2.2 **Rehabilitation Act**

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

31.2.3 **Nondiscrimination in Employment and Contracting**

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

31.3 **Drug-Free Workplace:**

The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

31.3.1 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).

31.3.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

31.3.2.1 The dangers of drug abuse in the workplace;

31.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

31.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

31.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

31.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

31.3.3.1 Will receive a copy of the company's drug-free policy statement; and

31.3.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.

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

31.3.3.3 The SUBRECIPIENT has made false certification, or

31.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

31.4 **Affirmative Action:** SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

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

31.6 **Employment Restrictions:**

31.6.1 **Prohibited Activity:** SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

31.6.2 **OSHA:** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

31.6.3 **Employee Rights**

Federal Minimum Wage

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

31.6.4 **California Minimum Wage**

31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the

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

- 31.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.
- 31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).
- 31.9 **Anti-Lobbying:** SUBRECIPIENT certifies that:
- 31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and
- 31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and
- 31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTs at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTs shall certify and disclose accordingly.
- 31.10 **Audits:** If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by

the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 Economic Opportunities

31.11.1 Compliance

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-subrecipients, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The SUBRECIPIENT agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

"The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The SUBRECIPIENT agree to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the

SUBRECIPIENT's commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The SUBRECIPIENT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

32. Environmental Conditions:

- 32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.
- 32.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.
- 32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.

- 32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:
- 32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.
 - 32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
 - 32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.
- 32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.
- 32.6 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.
- 33. General Administration:**
- 33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.
- 33.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.
- 33.3 **Records to be Maintained:** SUBRECIPIENT 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. Such records shall include, but not be limited to:
- 33.3.1 Records providing a full description of each activity undertaken;
 - 33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 33.3.3 Records required to determine the eligibility of activities;
 - 33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - 33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
 - 33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
 - 33.3.8 Retention: SUBRECIPIENT 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.

33.4 Client Data

33.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.

33.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

33.5 Property Records: SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold pursuant to this CONTRACT. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.

33.6 Close-Out: SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.

33.7 Equipment: SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.

33.8 Subcontracts:

33.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts.

33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.

33.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.

33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported

with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.

- 34. News/Information Release:** The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.
- 35. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' 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 calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY: County of Orange
OC Community Services
Housing & Community Development
1300 South Grand Avenue, Building "B" 3rd Floor
Santa Ana, CA 92705-4407

For SUBRECIPIENT: Mercy House Living Centers, Inc.
P.O. Box 1905
Santa Ana, CA 92702

- 36. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.
- 37. Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.
- 38. Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.

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

40. Signature in Counterparts: The PARTIES agree that separate copies of this CONTRACT and/or electronic signatures and handwritten signatures may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all the PARTIES.

41. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

B. CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

1. ADMINISTRATOR provides its written approval of the content and publication of the information at least 30 days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTY, State and Federal government funds [funds identified as applicable];

3. The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

a. any commercial product or service; and,

b. any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and,

40- 4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to

this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire CONTRACT:** This CONTRACT, including Attachments A, B, C, D, and E, and Exhibits 1, 2, 3, and 4, which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, 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 Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **This paragraph was intentionally left blank.**
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the 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.

H. This paragraph was intentionally left blank.

- I. Assignment or Sub-Contracting:** 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 or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination:** In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.

P. Insurance:

Insurance Provisions

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

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of SUBRECIPIENT's current audited financial report.

If the SUBRECIPIENT fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Network Security and Privacy Liability	\$1,000,000 per claims made

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

2) A primary and non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

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

If SUBRECIPIENT's Professional Liability is a "claims made" policy, SUBRECIPIENT shall agree to maintain Professional Liability coverage for two (2) years following completion of the CONTRACT.

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

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

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development, Management & Administration, award may be made to the next qualified SUBRECIPIENT.

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

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

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

*COUNTY has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a

CONTRACT, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. COUNTY will forward these documents to Ebix RCS on SUBRECIPIENT's behalf. Ebix RCS may contact SUBRECIPIENT to advise SUBRECIPIENT of deficiencies and request corrected documents. SUBRECIPIENT shall cooperate with Ebix RCS's request for information or corrections in order for COUNTY to continue this CONTRACT through expiration date.

- Q. **This paragraph was intentionally left blank.**
- R. **Changes:** SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. **This paragraph was intentionally left blank.**
- T. **Force Majeure:** SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.
- U. **Confidentiality:** SUBRECIPIENT 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 SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.
- V. **Compliance with Laws:** SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT'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. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **This paragraph was intentionally left blank.**
- X. **Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **This paragraph was intentionally left blank.**
- Z. **Terms and Conditions:** SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **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 has 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 affect the purpose of the parties and this CONTRACT.
- FF. **Authority:** The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The SUBRECIPIENT 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. The SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTs performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTs for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the 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.
- HH. **Indemnification:** SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent

jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- II. **Audits/Inspections:** SUBRECIPIENT agrees to permit the COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the 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 SUBRECIPIENT 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 to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

The COUNTY reserves the right to audit and verify the SUBRECIPIENT's records before final payment is made.

SUBRECIPIENT 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. SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right to the COUNTY to audit records and interview staff of any subcontractor related to performance of this CONTRACT.

Should the SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

If federal funds are utilized, as specified, Section 31.10 of this CONTRACT shall also apply.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

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

***MERCY HOUSE LIVING CENTERS, INC.**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

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

For SUBRECIPIENTs that are not corporations, the person who has authority to bind the SUBRECIPIENT to a CONTRACT, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____	Date: _____
Steve Franks, Director	
OC Community Resources	

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: _____	Date: _____
DEPUTY COUNTY COUNSEL	