



**CONTRACT # 18-23-0057-HEAP**

**FOR**

**Continuum of Care  
Homeless Emergency Aid Program - Services**

**BETWEEN**

**COUNTY OF ORANGE,**

**AND**

**CITY OF LAGUNA BEACH**

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**ATTACHMENTS**

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

**EXHIBITS**

- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 - Service Planning Areas

Contract #18-23-0057-HEAP  
with  
City of Laguna Beach  
for  
Continuum of Care – Homeless Emergency Aid Program

This Contract #18-23-0057-HEAP for Continuum of Care – Homeless Emergency Aid Program (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and City of Laguna Beach, a municipal corporation in the State of California, with a place of business at 505 Forest Ave., Laguna Beach, CA 92651-2332, DUNS #089135552 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

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

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 – Service Planning Areas

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for emergency shelter services using Continuum of Care – Homeless Emergency Aid Program funds under a cost reimbursement Contract; and

**WHEREAS**, Contractor agrees to provide services pertaining to emergency shelter services under the Continuum of Care – Homeless Emergency Aid Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

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

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

**WHEREAS**, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Continuum of Care – Homeless Emergency Aid

*County of Orange  
OC Community Resources*

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*City of Laguna Beach  
Contract # 18-23-0057-HEAP*

Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-19, 2019-20, and 2020-21.

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

**DEFINITIONS**

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the HEAP funds under its regulations, and the Services provided by the County.

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

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

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

“Subcontractor or Subcontractor(s)” means any entity that furnishes to Contractor Services or supplies relative to this Contract.

**ARTICLES**

**General Terms and Conditions:**

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

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

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



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

**O. Insurance Requirements:**

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or Subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

**Qualified Insurer**

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

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

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made

**Required Coverage Forms**

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

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

**Required Endorsements**

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

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

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

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

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

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

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

Contractor 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 Contractor's Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the 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 Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not 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 Contractor, and County shall be entitled to all legal remedies.

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

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its Subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor's expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, products or other performance provided by Contractor, its agents, affiliates, employees, or any Subcontractor(s), pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor 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 Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of 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 Contractor's records before final payment is made.

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

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

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

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

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through April 30, 2021, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Maximum Obligation:**  
The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is \$365,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment "C".
5. **Amendments - Changes/Extra Work:**  
The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope of services or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor 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 Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

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

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



**7. Conditions Affecting Work:**

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

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

**9. Conflict of Interest – Contractor’s Personnel:** The Contractor 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 Contractor; the Contractor’s employees, agents, and Subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County. Contractor and its Subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

**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 Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

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

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

**12. Project Manager, County**

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

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

accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further Services under the Contract.

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

The Contractor's Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

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

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

- 16. Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor 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 Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

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

**18. Disputes – Contract:**

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

1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor'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 Director. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

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

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

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

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

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected

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

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

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

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

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

**24. Access and Records:**

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

activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

- B. **Records Retention.** All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. **Liability.** Contractor shall pay to County the full amount of County's liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Contract.

**25. Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

**26. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

**27. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

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

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

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

- 29. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor 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 Contractor agreed to supply shall be borne and paid for by the Contractor. 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.
- 30. News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.
- 31. Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and Services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All

communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources  
Housing and Community Development/  
Homeless Services, Project Manager  
1300 S. Grand Ave. Bldg. B, 3<sup>rd</sup> Floor  
Santa Ana, CA 92705-4407

OC Community Resources  
Contract Development and Management  
Contract Administrator  
1501 East St. Andrew Place, 1<sup>st</sup> Floor  
Santa Ana, CA 92705-4930

For Contractor:

City of Laguna Beach  
505 Forest Ave.  
Laguna Beach, CA 92651-2332  
Attn: Executive Director

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. 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 Contractor without the express written consent of the County.
33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
35. **Non-Exclusivity:** As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or

interpreted as limiting the County's right or ability during the term of this Contract to increase or decrease its demand for Services hereunder.

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**Program Specific Terms and Conditions:**

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.
37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.
38. **Fiscal Accountability:**
- A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:
    - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
    - ii. Source documentation to support accounting records; and
    - iii. Proper charging of costs and cost allocation.
  - B. **Contractor's Record:** Contractor's records shall be sufficient to:
    - i. Permit preparation of required reports; and
    - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
    - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
    - iv. Permit tracking and reporting of leveraging as required.
  - C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).
39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.
40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
41. **Payment Requirements:**  
If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this

provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

- A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Contractor attached hereto and incorporated herein by reference.
- B. County will reclaim any unused balance of funds for reallocation to other County approved projects.
- C. **Payment of Project Activities:**
  - 1. **Payment of Project Activities:** County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit I, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20<sup>th</sup> of the month for the preceding month of Services, 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 Contractor, until such documentation and reporting has been received and approved by County.
  - 2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
  - 3. Contractor 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 Contractor shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O "Insurance Requirements" of this Contract.
- E. Eligible costs related to Services provided by Contractor must be incurred during the period beginning May 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including April 30, 2021.
- F. If any portion of HEAP funds transferred from or paid by the County to the Contractor are deemed ineligible for a particular use or purpose, Contractor shall return said funds to County within 90 days of County's written request for reimbursement.

**42. Modification of Budget:** Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another

any social media developed in support of the Services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

**46. D-U-N-S Number and Related Information:**

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

The D-U-N-S Number must be provided to County at the County's request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," with no active exclusions prior to execution of this Contract. If County cannot access the Contractor's D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient's data entry for its D-U-N-S number, the Contractor/Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

**47. Compliance with the Law:**

Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HEAP, the state and federal law and regulation, including but not limited to Section 65913.4 of the Government Code, Chapter 5 (commencing with section 50210) part I Division 31 of the Health and Safety Code, section 50472 of Health and Safety Code; Chapter 2.8 (commencing with Section 50490) is added to Part 2 of Division 31 of the Health and Safety Code; Section 50710.3 of Health and Safety Code; Section 50717 of the Health and Safety Code; Section 8257 of the Welfare and Institutions Code; Item 2240-105-0001 of Section 2.00 of the Budget Act of 2016, as amended; California Senate Bill 850 Housing, 24 Code of Federal Regulations (CFR), Parts 91 and 576, as well as 25 California Code of Regulations (CCR), Section 8400 et seq. If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements including but not limited to 24 C.F.R. part 85. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted and the eligible used identified in Health and Safety Code Section 50214. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to design, construct, operate, and maintenance of the activities stated in the Scope of Work. Contractor shall be responsible or observing and complying with any applicable federal, state, and local laws, rules or regulation affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules regulations, and ordinances. Contractor shall provide copies of the permits and approvals to the County upon request. Contractor hereby warrants that all Services provided shall comply with all applicable requirements as set forth in the State Standard Agreement 18-HEAP-00026, incorporated herein by reference as though those requirements are set forth herein.

**48. Confidentiality:** in addition to confidentiality provision of Article S, Contractor shall ensure the confidentiality, protection and preservation of (1) the County's Confidential Information (defined

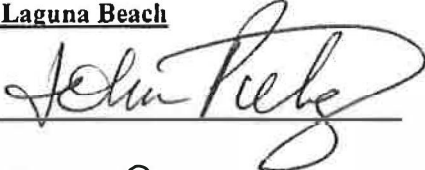
below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the "Purpose").

- a. "Confidential Information" means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:
  - i. Designated in writing as "confidential" or "private" at the time of its disclosure; or
  - ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or
  - iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.
  
- b. **Obligations of Confidence:** Except as expressly permitted or further restricted by this provision, Contractor/Subrecipient agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor/Subrecipient generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.
  
- c. **Limited Permitted Use and Disclosure:** Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:
  - i. **Possession and Use:** Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor/Subrecipient shall not use the Confidential Information for any other purpose.
  
  - ii. **Disclosure:** Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. "Affiliate" means Contractor/Subrecipient's parent or subsidiary company or a corporate affiliate that controls, is controlled by or under common control with Contractor/Subrecipient.
  
  - iii. **Legally Required Disclosure:** Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and

- (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.
- iv. **Exceptions to Confidentiality:** Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:
1. is now or becomes part of the public domain through no fault or omission of the Contractor;
  2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
  3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
  4. is independently developed by or for the Contractor without use of or reference to the County's Confidential Information.
- v. **Return or Secure Destruction of Confidential Information:** Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County's option and pursuant to the County's written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor's approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor's approved Affiliates and employees, and confirm such return to the County in writing.
- d. **Responsibility for Others:** Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County's Confidential Information by its employees and duly approved Affiliates, agents, and Subcontractors (all, as relevant and if any).
- e. **Survival of Confidentiality Obligations:** Contractor's confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County's Confidential Information confidential indefinitely.

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

**City of Laguna Beach**

By: 

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

Name: John Pietig

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

Title: City Manager

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

Dated: 4-17-19

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

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\*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**

By: 

Deputy County Counsel

Dated: 4/18/19



**ATTACHMENT A**  
**SCOPE OF SERVICES**

**1. Scope of Services Summary**

- A. Activities:**  
 Contractor shall perform all services set forth herein; in the program description and is responsible for administering the program funded with Homeless Emergency Aid Program (HEAP) funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing the HEAP funds.
- B. Program Description:**  
 Contractor, pursuant to requirements set forth in the Scope of Services, shall provide emergency services to those experiencing homelessness and connect them to appropriate services and level of care at the 20652 Laguna Canyon Rd., Laguna Beach 92651, California known as "Alternative Sleeping Location" for the South Service Planning Area with priority of the City of Laguna Beach ("Program"). The map of the South Service Planning Area is attached as Exhibit "3" to this Contract and incorporated herein by reference.
- C. Eligible Participants:**  
 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, or for reference as further defined in 24 CFR Part 578.3 and 576.2.
- D. Use of Funds:**  
 HEAP funds shall be used to provide emergency services, to expand the day program to increase access to vital services and to improve the overnight shelter program with case management and connection of individuals experiencing homelessness to the most appropriate level of care, 7 days a week, the overnight program from 5:00pm through 10:00am the following day and the pilot drop-in day program from 10:00am to 1:00pm. Said services and operations shall be engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing and stability.
- E. Reporting:**  
 Contractor is required to submit reports as identified below.

**2. Description of Services/Contractor Responsibilities**

The Program shall meet the County's need to provide emergency services identified in this Contract to those experiencing homelessness through connection of services and an emergency shelter program.

**A. Program Essential Requirements****Contractor shall:**

- a. Provide referrals and connect eligible participants to the appropriate level of care addressing the needs of the eligible participants
- b. Provide emergency services to expand the hours of operation of the pilot drop –in day program 7 days a week from 10:00 am to 1:00 pm and to increase access to personal services and vital support and medical services.
- c. Improve the overnight shelter program at the Alternative Sleeping Location, 7 days a week from 5:00 pm through 10:00 am the following day.
- d. Have a target of 10 housing exits per month.

**B. Administrative Management Tasks****Contractor shall:**

1. Take appropriate action for medical/mental health emergencies.
2. Operate, maintain, coordinate and staff the resources of the Program.
3. Coordinate with County agencies engaged with those experiencing homelessness including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and shall also, engage local agencies, social services programs and volunteers to assist with program services.
4. Provide Liability and other required insurances.
5. Provide supplies and equipment as needed.
6. Track program costs.
7. Review all billings and assure payments, if applicable.
8. Provide training as needed to staff, and direction to engaged community groups and volunteers, as appropriate.
9. Complete report on activities, unduplicated individuals served and costs of operation, as requested by County.
10. Coordinate with OC Community Resources, other County agencies and community-based organizations, as necessary and appropriate.
11. Contractor shall enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.

**C. Performance Metrics**

1. Contractor shall have a target of 10 placements into housing most appropriate for the individual per month.
2. Contractor shall submit reports on a monthly basis. Monthly reports will include:
  - a. Number of individuals served per month;
  - b. Number of individuals exited into housing and type of housing; number of individuals in residential programs (emergency shelter, recovery, board and care, etc.).
  - c. And other data points as agreed upon with the County.



- d. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS.
- 3. Contractor shall enter the data in HMIS and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards. HMIS will be utilized to report on occupancy and for bed management purposes.

**3. Contractor's Additional Responsibilities/Program Design**

- A. Case Management Services – Contractor shall provide Case Management services to the homeless / chronically homeless individuals who are engaged with Contractor's emergency shelter services. The case managers shall aid in triaging participants to services that best meet their needs, and then link them to those area services. The goal is to provide progressive engagement to chronically homeless who are challenging to serve and reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Case managers may also help divert people from shelter through family reunification and other means.
- B. Contractor acknowledges that they are required to collaborate with other homeless services agencies.
- C. Contractor shall ensure all insurance coverage requirements are fulfilled prior to the initial date of program operations.
- D. Contractor shall comply with all applicable federal, State of California and local regulations, including all requirements pertaining to HEAP program.

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**ATTACHMENT B**  
**PAYMENT/COMPENSATION**



**1. COMPENSATION:**

This is a cost reimbursable Contract between the County and the Contractor for up to \$365,000 for the period of May 1, 2019 through April 30, 2021, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

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

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

**3. PAYMENT TERMS:**

An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:  
OC Community Resources  
1770 North Broadway, 4<sup>th</sup> floor  
Santa Ana, CA 92706-2642  
Attention: Accounts Payable

**4. INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

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

The Demand Letter/Invoice must include

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor's Federal I. D. number
10. Total

**5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



**ATTACHMENT C**  
**BUDGET SCHEDULE**

**1. Budget Schedule**

**Anticipated Administration and Program Cost Budget**

<b>Project Costs</b>	<b>Total</b>
<b>Project Activity: Staffing Labor, Benefits and Contract Labor</b>	<b>\$268,119</b>
<b>Project Activity: Services, Security, repairs &amp; maintenance, transportation, utilities, janitorial service</b>	<b>\$55,390</b>
<b>Project Activity: Equipment, office and program supplies, food</b>	<b>\$24,110</b>
<b>Project Activity: Overhead/Admin</b>	<b>\$17,381</b>
<b>Grand Total</b>	<b>\$365,000</b>

**ATTACHMENT D****STAFFING PLAN****Staffing Plan**

**Project Title: City of Laguna Beach Alternative Sleeping Location  
Daytime Program & Enrollment Program**

<b>Title</b>	<b>FTE*</b>
Program Manager	1.0
Overnight Supervisor	1.5
Morning Site Supervisor	1.5
Lead Site Supervisor	1.0
Site Supervisor II	2.0
Driver	1.5
Housing Navigator	1.0
Housing Coordinator	1.5

\*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

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



**Subject: OC Community Resources  
 Contract Reimbursement Policy**

**Effective: July 1, 2010  
 Revised: February 7, 2019**

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**REFERENCES:**

Executed County Board of Supervisors approved contract  
 Budget included in contract or presented as an attachment  
 48 CFR Part 31 Contract Cost Principles and Procedures  
 24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.  
 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

**PROCEDURES:**

**Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):  
***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:  
 OC Community Resources Accounting  
 1770 N. Broadway, 4<sup>th</sup> Floor  
 Santa Ana, CA 92706

**Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

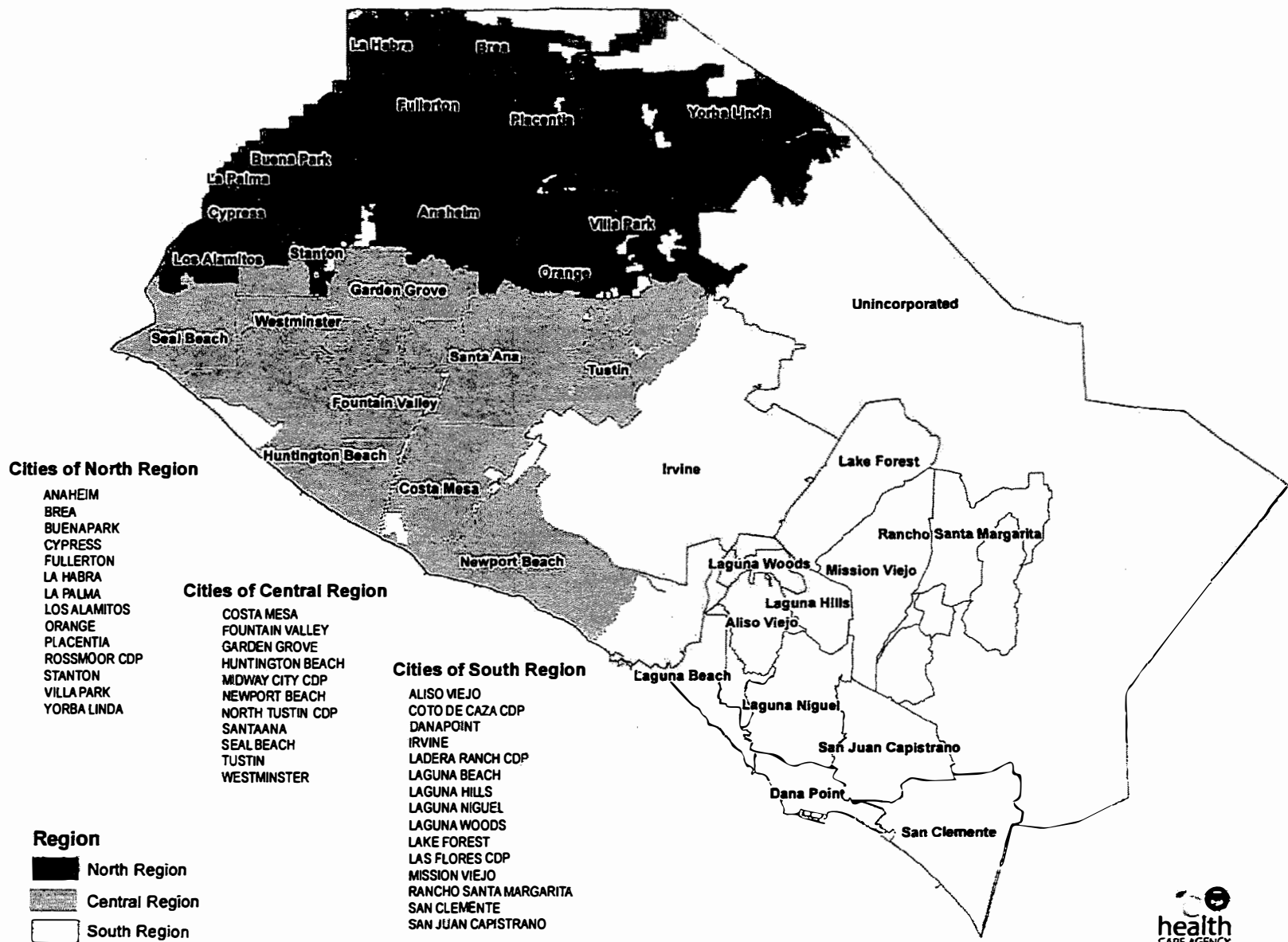
9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:** Inquiries may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com)

# SERVICE PLANNING AREAS



Health Policy Research and Communication, May 2017