

1 CONTRACT FOR PROVISION OF  
2 HOMELESS PREVENTION EMPLOYMENT PROGRAM SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 THE CHRYSALIS CENTER  
7 JULY 1, 2020 THROUGH JUNE 30, 2023  
8

9 THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the  
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and The Chrysalis  
11 Center, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may  
12 sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall  
13 be administered by the Director of the COUNTY's Health Care Agency or an authorized designee  
14 ("ADMINISTRATOR").  
15

16 WITNESSETH:  
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Homeless  
19 Prevention Employment Program Services described herein to the residents of Orange County; and

20 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
21 conditions hereinafter set forth:

22 NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein,  
23 COUNTY and CONTRACTOR do hereby agree as follows:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2020 through June 30, 2023

Period One means the period from July 1, 2020 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023

<b>Maximum Obligation:</b>	Period One Amount Not to Exceed:	\$300,000
	Period Two Amount Not to Exceed:	\$300,000
	Period Three Amount Not to Exceed:	<u>\$300,000</u>
	TOTAL AMOUNT NOT TO EXCEED:	\$900,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 16-512-1765

**CONTRACTOR TAX ID Number:** 95-397-2624

**Notices to COUNTY and CONTRACTOR:**

<b>COUNTY:</b>	County of Orange	<b>CONTRACTOR:</b>	The Chrysalis Center
	Health Care Agency		522 S. Main Street
	Contract Services		Los Angeles, CA 90013
	405 West 5th Street, Suite 600		Mark Loranger, President & CEO
	Santa Ana, CA 92701-4637		<u>MarkL@changelives.org</u>

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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

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4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. CalWORKs	California Work Opportunity and Responsibility for Kids
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CES	Coordinated Entry System
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. COC	Continuum of Care
13	J. COI	Certificate of Insurance
14	K. CPA	Certified Public Accountant
15	L. DRS	Designated Record Set
16	M. EEOC	Equal Employment Opportunity Commission
17	N. EOC	Equal Opportunity Clause
18	O. FFS	Fee For Service
19	P. FSC	Family Solutions Collaborative
20	Q. FTE	Full Time Equivalent
21	R. GAAP	Generally Accepted Accounting Principles
22	S. HCA	County of Orange Health Care Agency
23	T. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24		Law 104-191
25	U. HMIS	Homeless Management Information System
26	V. HSC	California Health and Safety Code
27	W. HUD	U.S. Department of Housing and Urban Development
28	X. MH	Mental Health
29	Y. MHSA	Mental Health Services Act
30	Z. OCR	Federal Office for Civil Rights
31	AA. OIG	Federal Office of Inspector General
32	AB. OMB	Federal Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. P&P	Policy and Procedure
35	AE. PA DSS	Payment Application Data Security Standard
36	AF. PATH	Projects for Assistance in Transition from Homelessness
37	AG. PC	California Penal Code

1	AH. PCI DSS	Payment Card Industry Data Security Standards
2	AI. PHI	Protected Health Information
3	AJ. PII	Personally Identifiable Information
4	AK. PRA	California Public Records Act
5	AL. PSC	Professional Services Contract System
6	AM. SIR	Self-Insured Retention
7	AN. SMA	Statewide Maximum Allowable (rate)
8	AO. SOW	Scope of Work
9	AP. UOS	Units of Service
10	AQ. USC	United States Code
11	AR. WIC	Women, Infants and Children

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## **II. ALTERATION OF TERMS**

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A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

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B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

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## **III. ASSIGNMENT OF DEBTS**

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Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

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## **IV. COMPLIANCE**

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A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, "Compliance Program") for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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1           1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures  
2 relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply  
3 with in relation to Covered Individuals performing services under this Contract.

4           2. CONTRACTOR has the option to develop and provide, or make available to,  
5 ADMINISTRATOR copies of its own Compliance Program policies and procedures.  
6 CONTRACTOR's Compliance Program policies and procedures shall be verified by  
7 ADMINISTRATOR's Compliance Department to ensure they include all required elements of the  
8 ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract  
9 prior to implementation. These elements include:

- 10           a. Designation of a Compliance Officer and/or compliance staff.
- 11           b. Written standards, policies and/or procedures.
- 12           c. Compliance related training and/or education program and proof of completion.
- 13           d. Communication methods for reporting concerns to the Compliance Officer.
- 14           e. Methodology for conducting internal monitoring and auditing.
- 15           f. Methodology for detecting and correcting offenses.
- 16           g. Methodology/Procedure for enforcing disciplinary standards.

17           3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of  
18 its own Compliance Program policies and procedures, CONTRACTOR shall comply with  
19 ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to  
20 the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed  
21 acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance  
22 Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary,  
23 complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

24           4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall  
25 submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and  
26 procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's  
27 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not  
28 exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance  
29 Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the  
30 HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing  
31 required elements and CONTRACTOR shall revise its Compliance Program to meet  
32 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
33 Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

34           5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
35 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure  
36 that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance  
37 Program and contact information for the ADMINISTRATOR's Compliance Program.

1 B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General  
2 Compliance Training available to Covered Individuals.

3 1. CONTRACTORS that have acknowledged that they will comply with  
4 ADMINISTRATOR's Compliance Program shall use their best efforts to encourage completion by all  
5 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one  
6 (1) designated representative to complete ADMINISTRATOR's General Compliance Training when  
7 offered.

8 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
9 days of employment or engagement.

10 3. Such training will be made available to each Covered Individual annually.

11 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
12 copies of training certification upon request.

13 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
14 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
15 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
16 CONTRACTOR shall provide copies of the certifications.

17 C. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized  
18 Provider Training, where appropriate, available to Covered Individuals.

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
20 Individuals relative to this Contract. This includes compliance with federal and state HOMELESS  
21 SERVICES program regulations and procedures or instructions otherwise communicated by regulatory  
22 agencies.

23 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
24 days of employment or engagement.

25 3. Such training will be made available to each Covered Individual annually.

26 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
27 provide copies of the certifications upon request.

28 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
29 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
30 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
31 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

32 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
33 breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the  
34 Contract.

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1 **V. CONFIDENTIALITY**

2 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
3 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
4 regulations, as they now exist or may hereafter be amended or changed.

5 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract  
6 are Clients of the Orange County System of Care, and therefore it may be necessary for authorized staff  
7 of ADMINISTRATOR to audit Client files, or to exchange information regarding specific Clients with  
8 COUNTY or other providers of related services contracting with COUNTY.

9 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
10 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
11 Contract.

12 3. In the event of a collaborative service agreement between Homeless Services providers,  
13 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
14 from the collaborative agency, for Clients receiving services through the collaborative agreement.

15 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
16 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the  
17 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
18 all information and records which may be obtained in the course of providing such services. This  
19 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of  
20 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
21 consultants, subcontractors, volunteers and interns.

22  
23 **VI. CONFLICT OF INTEREST**

24 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions  
25 that could result in a conflict with COUNTY interests. This obligation shall also apply to  
26 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated  
27 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but  
28 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,  
29 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or  
30 other considerations which could be deemed to influence or appear to influence COUNTY staff or  
31 elected officers in the performance of their duties.

32  
33 **VII. CORRECTIVE ACTION PLAN**

34 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative  
35 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject  
36 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not  
37 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an

1 acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the  
2 right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the  
3 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a  
4 material breach and be grounds for termination of this Contract.

### 5 6 **VIII. COST REPORT**

7 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period  
8 Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period  
9 for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the Cost  
10 Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the  
11 Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs  
12 to and between programs, cost centers, services, and funding sources in accordance with such  
13 requirements and consistent with prudent business practice, which costs and allocations shall be  
14 supported by source documentation maintained by CONTRACTOR, and available at any time to  
15 ADMINISTRATOR upon reasonable notice.

16 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time  
17 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
18 following:

19 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each  
20 business day after the above specified due date that the accurate and complete Cost Report is not  
21 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The  
22 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
23 CONTRACTOR.

24 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
25 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
26 accurate and complete Cost Report is delivered to ADMINISTRATOR.

27 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
28 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
29 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

30 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
31 within one hundred and eighty (180) calendar days following the termination of this Contract, and  
32 CONTRACTOR has not entered into a subsequent or new Contract for any other services with  
33 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall  
34 be immediately reimbursed to COUNTY.

35 B. The individual and/or consolidated Cost Report prepared for each period shall be the final  
36 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis  
37 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are

1 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The  
2 Cost Report shall be the final financial record for subsequent audits, if any.

3 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
4 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
5 forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim  
6 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
7 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
8 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
9 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
10 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
11 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

12 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
13 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly  
14 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
15 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
16 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
17 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
18 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

19 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
20 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly  
21 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such  
22 payment does not exceed the Maximum Obligation of COUNTY.

23 F. All Cost Reports shall contain the following attestation, which may be typed directly on or  
24 attached to the Cost Report:

25 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
26 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
27 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
28 knowledge and belief, costs reimbursed through this Contract are reasonable and  
29 allowable and directly or indirectly related to the services provided and that this Cost  
30 Report is a true, correct, and complete statement from the books and records of  
31 (provider name) in accordance with applicable instructions, except as noted. I also  
32 hereby certify that I have the authority to execute the accompanying Cost Report.

33  
34 Signed \_\_\_\_\_  
35 Name \_\_\_\_\_  
36 Title \_\_\_\_\_  
37 Date \_\_\_\_\_"

**IX. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or placed on any such lists, by any federal department or agency.

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

**X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted delegation in derogation of this paragraph shall be void.

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification  
2 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to  
3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.  
4 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,  
5 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the  
6 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph  
7 shall be void.

8 1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change  
9 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in  
10 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month  
11 period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is  
12 transitioning from a community clinic/health center to a Federally Qualified Health Center and has been  
13 so designated by the Federal Government.

14 2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in  
15 the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of  
16 the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a  
17 sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing  
18 body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

19 3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any  
20 change to another structure, including a change in more than fifty percent (50%) of the composition of  
21 its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month  
22 period of time, shall be deemed an assignment for purposes of this paragraph.

23 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
24 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
25 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
26 governing body of CONTRACTOR at one time.

27 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out  
28 by means of subcontracts, provided such subcontractors are approved in advance by  
29 ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity  
30 under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in  
31 writing by ADMINISTRATOR prior to the beginning of service delivery.

32 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
33 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
34 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
35 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

36 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
37 pursuant to this Contract.



1 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
2 amounts claimed for subcontracts not approved in accordance with this paragraph.

3 4. This provision shall not be applicable to service agreements usually and customarily  
4 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional  
5 services provided by consultants.

6 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's  
7 status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in  
8 writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to  
9 litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as  
10 any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during  
11 the period of Contract performance.

## 12 **XI. DISPUTE RESOLUTION**

13  
14 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
15 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
16 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
17 brought to the attention of the County Purchasing Agent by way of the following process:

18 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final  
19 decision regarding the disposition of any dispute between the Parties arising under, related to, or  
20 involving this Contract.

21 2. CONTRACTOR's written demand shall be fully supported by factual information, and  
22 shall include with the demand a written statement signed by an authorized representative indicating that  
23 the demand is made in good faith, that the supporting data are accurate and complete. If such demand  
24 involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the  
25 amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes  
26 COUNTY is liable.

27 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,  
28 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,  
29 including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a  
30 material breach and be grounds for termination of this Contract.

31 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and  
32 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision  
33 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
34 decision adverse to CONTRACTOR's contentions.

35 D. This Contract has been negotiated and executed in the State of California and shall be governed  
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
37 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in

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

## 6 **XII. EMPLOYEE ELIGIBLY VERIFICATION**

7 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
8 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
9 consultants performing work under this Contract meet the citizenship or alien status requirements set  
10 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
11 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
12 employment eligibility status required by federal or state statutes and regulations including, but not  
13 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
14 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
15 covered employees, subcontractors, and consultants for the period prescribed by the law.

## 17 **XIII. EQUIPMENT**

18 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
19 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
20 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively  
21 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000  
22 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as  
23 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes  
24 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain  
25 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to  
26 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
27 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated  
28 according to GAAP.

29 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any  
30 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR  
31 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
32 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
33 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
34 purchased asset in an Equipment inventory.

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
36 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in  
37 //

1 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
2 is purchased. Title of expensed Equipment shall be vested with COUNTY.

3 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
4 with funds paid through this Contract, including date of purchase, purchase price, serial number, model  
5 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall  
6 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if  
7 any.

8 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
9 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
10 or all Equipment to COUNTY.

11 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
12 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,  
13 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
14 Equipment are moved from one location to another or returned to COUNTY as surplus.

15 G. Unless this Contract is followed without interruption by another Contract between the Parties  
16 for substantially the same type and scope of services, at the termination of this Contract for any cause,  
17 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this  
18 Contract.

19 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
20 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

#### 21 22 **XIV. FACILITIES, PAYMENTS AND SERVICES**

23 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
24 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
25 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the  
26 minimum number and type of staff which meet applicable federal and state requirements, and which are  
27 necessary for the provision of the services hereunder.

28 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
29 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.  
30 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
31 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

#### 32 33 **XV. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,



1 including but not limited to personal injury or property damage, arising from or related to the services,  
2 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
5 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
6 request a jury apportionment.

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

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

23 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
24 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
25 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
26 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
27 Contract, agrees to all of the following:

28 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
29 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
30 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole  
31 cost and expense with counsel approved by Board of Supervisors against same; and

32 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any  
33 duty to indemnify or hold harmless; and

34 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
35 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be  
36 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

37 //

1 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of  
2 this Contract, the COUNTY may terminate this Contract.

3 F. QUALIFIED INSURER

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

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

12 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
13 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$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
Employee Dishonesty	\$1,000,000 per occurrence

30 H. REQUIRED COVERAGE FORMS

31 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
32 substitute form providing liability coverage at least as broad.

33 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
34 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

35 I. REQUIRED ENDORSEMENTS

36 1. The Commercial General Liability policy shall contain the following endorsements, which  
37 shall accompany the COI:

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

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

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

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

12 b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's  
13 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
14 excess and non-contributing.

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

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

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

25 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy  
26 cancellation and within ten (10) business days for non-payment of premium and provide a copy of the  
27 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
28 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate  
29 this Contract.

30 N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims Made" policy,  
31 CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the  
32 Contract.

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

35 P. Insurance certificates should be forwarded to COUNTY at the address specified in the  
36 Referenced Contract Provisions of this Contract.

37 //

1 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven  
2 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract  
3 may be terminated by County without penalty.

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

8 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
9 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
10 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
11 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to  
12 all legal remedies.

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

16 U. SUBMISSION OF INSURANCE DOCUMENTS

17 1. The COI and endorsements shall be provided to COUNTY as follows:  
18 a. Prior to the start date of this Contract.  
19 b. No later than the expiration date for each policy.  
20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
21 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

22 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
23 the Referenced Contract Provisions of this Contract.

24 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
25 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have  
26 sole discretion to impose one or both of the following:

27 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
28 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the  
29 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
30 submitted to ADMINISTRATOR.

31 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
32 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and  
33 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
34 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

35 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
36 CONTRACTOR's monthly invoice.

37 //

1 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
 2 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
 3 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
 4

#### 5 **XVI. INSPECTIONS AND AUDITS**

6 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 7 of the State of California, the Comptroller General of the United States, or any other of their authorized  
 8 representatives, shall to the extent permissible under applicable law have access to any books,  
 9 documents, and records, including but not limited to, financial statements, general ledgers, relevant  
 10 accounting systems, and Client records, of CONTRACTOR that are directly pertinent to this Contract,  
 11 for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or  
 12 examination, or making transcripts during the periods of retention set forth in the Records Management  
 13 and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or  
 14 otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are  
 15 provided.

16 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 17 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 18 Contract, and shall provide the above-mentioned persons adequate office space to conduct such  
 19 evaluation or monitoring.

#### 20 C. AUDIT RESPONSE

21 1. Following an audit report, in the event of non-compliance with applicable laws and  
 22 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as  
 23 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 24 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
 25 (30) calendar days after receiving notice from ADMINISTRATOR.

26 2. If the audit reveals that money is payable from one Party to the other, that is,  
 27 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
 28 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
 29 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
 30 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
 31 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
 32 amount not to exceed the reimbursement due COUNTY.

33 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file  
 34 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as  
 35 may be required during the term of this Contract.

36 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
 37 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,



1 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
2 cost of such operation or audit is reimbursed in whole or in part through this Contract.

### 4 **XVII. LICENSES AND LAWS**

5 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall,  
6 throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates,  
7 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
8 required by the laws, regulations and requirements of the United States, the State of California,  
9 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
10 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
11 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
12 and exemptions. Said inability shall be cause for termination of this Contract.

13 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
14 requirements as they exist now or may be hereafter amended or changed. The applicable provisions of  
15 laws, regulations, and requirements for the provision of services under this Contract shall include, but  
16 not be limited to, the following:

- 17 1. ARRA of 2009.
- 18 2. Trafficking Victims Protection Act of 2000.
- 19 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 20 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 21 5. CCR, Title 17, Public Health.
- 22 6. CCR, Title 22, Social Security.
- 23 7. CFR, Title 42, Public Health.
- 24 8. CFR, Title 45, Public Welfare.
- 25 9. USC Title 42. Public Health and Welfare.
- 26 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 27 11. 42 USC §1857, et seq., Clean Air Act.
- 28 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 29 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 30 14. McKinney-Vento Homeless Assistance Act
- 31 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
32 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
33 Awards.

### 35 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

36 A. Any written information or literature, including educational or promotional materials,  
37 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related

1 to this Contract must be approved at least thirty (30) business days in advance and in writing by  
2 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written  
3 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
4 and electronic media such as the Internet.

5 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
6 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
7 Contract must be approved in advance at least thirty (30) business days and in writing by  
8 ADMINISTRATOR.

9 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
10 available social media sites) in support of the services described within this Contract, CONTRACTOR  
11 shall develop social media policies and procedures and have them available to ADMINISTRATOR  
12 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media  
13 used to either directly or indirectly support the services described within this Contract. CONTRACTOR  
14 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
15 media developed in support of the services described within this Contract. CONTRACTOR shall also  
16 include any required funding statement information on social media when required by  
17 ADMINISTRATOR.

18 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
19 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

20  
21 **XIX. MAXIMUM OBLIGATION**

22 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
23 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in  
24 the Referenced Contract Provisions of this Contract.

25 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
26 percent (10%) of Period One funding for this Contract.

27  
28 **XX. MINIMUM WAGE LAWS**

29 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
30 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
31 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”  
32 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any  
33 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals  
34 providing services pursuant to this Contract be paid no less than the greater of the federal or California  
35 Minimum Wage.

36 //  
37 //

1 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
 2 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
 3 standards pursuant to providing services pursuant to this Contract.

4 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
 5 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
 6 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
 7 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## 8 9 **XXI. NONDISCRIMINATION**

### 10 **A. EMPLOYMENT**

11 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined  
 12 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee  
 13 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
 14 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
 15 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,  
 16 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its  
 17 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
 18 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,  
 19 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
 20 gender expression, age, sexual orientation, or military and veteran status.

21 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
 22 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
 23 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
 24 for training, including apprenticeship.

25 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
 26 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
 27 the provision of benefits.

28 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
 29 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
 30 Opportunity Commission setting forth the provisions of the EOC.

31 5. All solicitations or advertisements for employees placed by or on behalf of  
 32 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
 33 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
 34 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
 35 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
 36 shall be deemed fulfilled by use of the term EOE.

37 //



1           6. Each labor union or representative of workers with which CONTRACTOR and/or  
2 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
3 notice advising the labor union or workers' representative of the commitments under this  
4 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
5 employees and applicants for employment.

6           B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
7 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
8 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
9 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
10 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
11 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
12 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
13 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
14 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
15 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
16 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
17 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
18 factors identified above:

- 19           1. Denying a Client or potential Client any service, benefit, or accommodation.
- 20           2. Providing any service or benefit to a Client which is different or is provided in a different  
21 manner or at a different time from that provided to other Clients.
- 22           3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
23 others receiving any service and/or benefit.
- 24           4. Treating a Client differently from others in satisfying any admission requirement or  
25 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
26 any service and/or benefit.
- 27           5. Assignment of times or places for the provision of services.

28           C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
29 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all  
30 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
31 ADMINISTRATOR.

32           1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR  
33 shall establish an internal informal problem resolution process for Clients not able to resolve such  
34 problems at the point of service. Clients may initiate a grievance or complaint directly with  
35 CONTRACTOR either orally or in writing.

36           a. COUNTY shall establish a formal resolution and grievance process in the event  
37 informal processes do not yield a resolution.

1 b. Throughout the problem resolution and grievance process, Client rights shall be  
2 maintained, including access to the COUNTY's grievance process at any point in the process.

3 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
4 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to  
5 request a State Fair Hearing.

6 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
7 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
8 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
9 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
10 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
11 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
12 with succeeding legislation.

13 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
14 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
15 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
16 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
17 enforce rights secured by federal or state law.

18 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
19 state law, this Contract may be canceled, terminated or suspended in whole or in part and  
20 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
21 state or COUNTY funds.

## 22 **XXII. NOTICES**

23 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
24 authorized or required by this Contract shall be effective:  
25

26 1. When written and deposited in the United States mail, first class postage prepaid and  
27 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by  
28 ADMINISTRATOR;

29 2. When faxed, transmission confirmed;

30 3. When sent by E-Mail; or

31 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
32 Service, or any other expedited delivery service.

33 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
34 this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
35 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
36 Parcel Service, or any other expedited delivery service.

37 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of

1 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
 2 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
 3 damage to any COUNTY property in possession of CONTRACTOR.

4 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by  
 5 ADMINISTRATOR.

### 7 **XXIII. NOTIFICATION OF DEATH**

8 A. Upon becoming aware of the death of any person served pursuant to this Contract,  
 9 CONTRACTOR shall immediately notify ADMINISTRATOR.

10 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
 11 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
 12 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

13 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
 14 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
 15 served pursuant to this Contract; notice need only be given during normal business hours.

#### 16 2. WRITTEN NOTIFICATION

17 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
 18 via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
 19 aware of the death due to non-terminal illness of any person served pursuant to this Contract.

20 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
 21 report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming  
 22 aware of the death due to terminal illness of any person served pursuant to this Contract.

23 c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR  
 24 may hand deliver or fax to a known number said notification.

25 C. If there are any questions regarding the cause of death of any person served pursuant to this  
 26 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to  
 27 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
 28 Notification of Death Paragraph.

### 30 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

31 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
 32 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve  
 33 Clients or occur in the normal course of business.

34 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
 35 of any applicable public event or meeting. The notification must include the date, time, duration,  
 36 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
 37 must be approved by ADMINISTRATOR prior to distribution.

**XXV. PAYMENT CARD COMPLIANCE**

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR’s PA DSS and/or PCI DSS compliance.

**XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual housing plans, case management plans and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each participant, the identity of the participant to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with County policies of reimbursement and GAAP.

B. CONTRACTOR shall implement and maintain acceptable administrative, technical and physical safeguards to ensure the privacy and security of health related and/or personally identifying information CONTRACTOR collects from participants. If there is an unauthorized use or disclosure of participant’s health related and/or personally identifying information in possession of CONTRACTOR, CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use or disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized use or disclosure.

C. CONTRACTOR’s Participant records shall be maintained in a secure manner. CONTRACTOR shall maintain Participant records and must establish and implement written record management procedures.

//

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1 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
2 termination of the contract, unless a longer period is required due to legal proceedings such as litigations  
3 and/or settlement of claims.

4 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
5 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
6 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
7 written approval to CONTRACTOR to maintain records in a single location, identified by  
8 CONTRACTOR.

9 F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify  
10 ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight  
11 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the  
12 PRA request.

13 G. CONTRACTOR may retain participant documentation electronically in accordance with the  
14 terms of this Contract and common business practices. If documentation is retained electronically,  
15 CONTRACTOR shall, in the event of an audit or site visit:

- 16 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit  
17 or site visit.
- 18 2. Provide auditor or other authorized individuals access to documents via a computer  
19 terminal.
- 20 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
21 requested.

## 22 **XXVII. RESEARCH AND PUBLICATION**

23 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
24 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for  
25 publication.  
26

## 27 **XXVIII. REVENUE**

28 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
29 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.  
30 Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.  
31

32 B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
33 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically  
34 provide for the identification of delinquent accounts and methods for pursuing such accounts.  
35 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current  
36 status of fees which are billed, collected, transferred to a collection agency, or deemed by  
37 CONTRACTOR to be uncollectible.



1 C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
2 persons other than individuals or groups eligible for services pursuant to this Contract.

3  
4 **XXIX. SEVERABILITY**

5 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
6 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
7 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
8 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
9 force and effect, and to that extent the provisions of this Contract are severable.

10  
11 **XXX. SPECIAL PROVISIONS**

12 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
13 purposes:

- 14 1. Making cash payments to intended recipients of services through this Contract.
- 15 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
16 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
17 use of appropriated funds to influence certain federal contracting and financial transactions).
- 18 3. Fundraising.
- 19 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
20 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
21 Directors or governing body.
- 22 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing  
23 body for expenses or services.
- 24 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,  
25 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
26 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 27 7. Paying an individual salary or compensation for services at a rate in excess of the current  
28 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
29 Schedule may be found at [www.opm.gov](http://www.opm.gov).
- 30 8. Severance pay for separating employees.
- 31 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
32 codes and obtaining all necessary building permits for any associated construction.
- 33 10. Supplanting current funding for existing services.

34 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
35 shall not use the funds provided by means of this Contract for the following purposes:

- 36 1. Funding travel or training (excluding mileage or parking).

37 //

1 2. Making phone calls outside of the local area unless documented to be directly for the  
2 purpose of Client care.

3 3. Payment for grant writing, consultants, certified public accounting, or legal services.

4 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
5 contribute to the quality of services to be provided pursuant to this Contract.

6 5. Purchasing or improving land, including constructing or permanently improving any  
7 building or facility, except for tenant improvements.

8 6. Providing inpatient hospital services or purchasing major medical equipment.

9 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
10 funds (matching).

11 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
12 CONTRACTOR's Clients.

13  
14 **XXXI. STATUS OF CONTRACTOR**

15 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
16 wholly responsible for the manner in which it performs the services required of it by the terms of this  
17 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
18 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the  
19 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
20 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
21 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
22 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
23 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
24 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
25 shall not be considered in any manner to be COUNTY's employees.

26  
27 **XXXII. TERM**

28 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of  
29 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the  
30 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this  
31 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond  
32 this term, including but not limited to, obligations with respect to confidentiality, indemnification,  
33 audits, reporting, and accounting.

34 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend  
35 or holiday may be performed on the next regular business day.

36 //

37 //

**XXXIII. TERMINATION**

A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence of any of the following events:

- 1. The loss by CONTRACTOR of legal capacity.
- 2. Cessation of services without cause.
- 3. The delegation or assignment of CONTRACTOR's services, operation or administration without the prior written consent of COUNTY.
- 4. The neglect by any licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
- 6. The continued incapacity of any licensed person to perform duties required pursuant to this Contract.

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such licensed person from serving persons assisted pursuant to this Contract.

**C. CONTINGENT FUNDING**

- 1. Any obligation of COUNTY under this Contract is contingent upon the following:
  - a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.

E. In the event this Contract is terminated CONTRACTOR shall do the following:

- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

//



1 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of  
2 Contract performance during the remaining Contract term.

3 3. Until the date of termination, continue to provide the same level of service required by this  
4 Contract.

5 4. If Participant's records are to be transferred to another facility for services, furnish  
6 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by  
7 ADMINISTRATOR to effect an orderly transfer.

8 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent  
9 with Participant's best interests.

10 6. If records are to be transferred to COUNTY, pack and label such records in accordance  
11 with directions provided by ADMINISTRATOR.

12 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
13 supplies purchased with funds provided by COUNTY.

14 8. To the extent services are terminated, cancel outstanding commitments covering the  
15 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
16 commitments which relate to personal services. With respect to these canceled commitments,  
17 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
18 arising out of such cancellation of commitment which shall be subject to written approval of  
19 ADMINISTRATOR.

20 9. Provide written notice of termination of services to each Participant being served under this  
21 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
22 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar  
23 day period.

24 **XXXIV. THIRD PARTY BENEFICIARY**

25 Neither Party hereto intends that this Contract shall create rights hereunder in third parties  
26 including, but not limited to, any subcontractors or any Participants provided services pursuant to this  
27 Contract.

28  
29 **XXXV. WAIVER OF DEFAULT OR BREACH**

30 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
31 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
32 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
33 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
34 Contract.

35 //

36 //

37 //

1 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State  
2 of California.

3 THE CHRYSALIS CENTER

4  
5 DocuSigned by:  
6 BY: Mark Loranger \_\_\_\_\_ DATED: 4/16/2020  
7 2DCA831EE14F41E...

8 TITLE: President & CEO  
9 \_\_\_\_\_

10 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

11  
12 TITLE: \_\_\_\_\_  
13 \_\_\_\_\_

14  
15  
16 COUNTY OF ORANGE

17  
18  
19 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

20 HEALTH CARE AGENCY  
21

22  
23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA  
27

28 DocuSigned by:  
29 BY: Massoud Shamel \_\_\_\_\_ DATED: 4/16/2020  
30 79055CA571A94F8...  
31 DEPUTY

32  
33 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
34 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
35 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
36 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
37 signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
2 TO THE CONTRACT FOR PROVISION OF  
3 HOMELESS PREVENTION EMPLOYMENT PROGRAM SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 THE CHRYSALIS CENTER  
8 JULY 1, 2020 THROUGH JUNE 30, 2023  
9

10 **I. COMMON TERMS AND DEFINITIONS**

11 A. The following standard definitions are for reference purposes only and may or may not apply in  
12 their entirety throughout the Contract. The Parties agree to the following terms and definitions, and to  
13 those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

14 1. Access Point refers to the point of entry into the Coordinated Entry System for households  
15 experiencing homelessness or at-risk of homelessness.

16 2. Admission means documentation, by CONTRACTOR, of completion of the entry and  
17 program enrollment into HMIS.

18 3. Care Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention  
19 and case management services to those Residents who seek services in the COUNTY operated  
20 outpatient programs.

21 4. Case Management Linkage Brokerage means a process of identification, assessment of  
22 need, planning, coordination and linking, monitoring and continuous evaluation of Residents and of  
23 available resources and advocacy through a process of casework activities in order to achieve the best  
24 possible resolution to individual needs in the most effective way possible. This includes supportive  
25 assistance to the Resident in the assessment, determination of need and securing of adequate and  
26 appropriate living arrangements.

27 5. Client or Participant means an individual enrolled in CONTRACTOR's program for  
28 services under the Contract, who is at risk of homelessness or experiencing homelessness.

29 6. Coordinated Entry System (CES) refers to the mechanism for allocating available housing  
30 units into a systematic resource targeting process designed to implement localized priorities for program  
31 participants. The CES covers the geographic area of Orange County and is regionally focused by  
32 Service Planning Areas, is easily accessed by individuals and families experiencing homelessness who  
33 are seeking housing and services, and includes a comprehensive and standardized process used by all  
34 service providers in the Orange County System of Care.

35 7. Continuum of Care (CoC) is a regional or local planning body that coordinates housing and  
36 services funding for homeless families and individuals. The CoC strategizes the community plan to  
37 organize and deliver housing and services to meet the specific needs of people who are homeless as they

1 move to stable housing and maximize self-sufficiency. The CoC's plan includes action steps to end  
2 homelessness and prevent a return to homelessness.

3 8. Engagement means the process by which a trusting relationship between worker and  
4 Participant(s) is established with the goal to link the individual(s) to the appropriate services.  
5 Engagement of Participant(s) is the objective of a successful Outreach.

6 9. Homeless Management Information System (HMIS) refers to the local information  
7 technology system used to collect client-level data on the provision of housing and services to homeless  
8 individuals and families, as well as persons at risk of homelessness.

9 10. Housing Navigation is a community-based, solution-focused strategy that assists  
10 individuals with complex and frequently occurring issues that prevent them from accessing and  
11 maintaining stable housing.

12 11. Housing Specialist means a specialized position dedicated to developing the full array of  
13 housing options for their program and monitoring their suitability for the population served in  
14 accordance with the minimal housing standards policy set by the COUNTY for their program. This  
15 individual is also responsible for assisting Participants with applications to low income housing, housing  
16 subsidies, senior housing, etc.

17 12. HUD is the Department of Housing and Urban Development (HUD), a cabinet-level agency  
18 that oversees federal programs designed to help Americans with their housing needs. HUD seeks to  
19 increase homeownership, support community development and increase access to affordable housing  
20 free from discrimination.

21 13. Intake means the initial meeting between a Participant and CONTRACTOR's staff and  
22 includes an evaluation to determine if the Participant meets program criteria and is willing to engage in  
23 services.

24 14. Intern means an individual enrolled in an accredited graduate program accumulating  
25 clinically supervised work experience hours as part of field work, internship, or practicum requirements.  
26 Acceptable graduate programs include all programs that assist the student in meeting the educational  
27 requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.

28 15. Outreach means the Outreach to potential Participants to link them to appropriate  
29 supportive services and may include activities that involve educating the community about the services  
30 offered and requirements for participation in the programs. Such activities should result in the  
31 CONTRACTOR developing their own Participants referral sources for the programs they offer.

32 16. Program Director means an individual who has complete responsibility for the day-to-day  
33 function of the program. The Program Director is the highest level of decision-making at a local,  
34 program level.

35 17. Referral means providing the effective linkage of a Participant to another service, when  
36 indicated; with follow-up to be provided within five (5) working days to assure that the Participant has  
37 //

1 made contact with the referred service. Persons are referred to available housing resources and services  
2 in accordance with the policies and procedures approved by the CoC Board.

3 18. Service Planning Area (SPA) is a regional sector within the County. The three geographic  
4 regions are North, Central, and South County SPAs designed to improve service coordination and align  
5 resources among regional cities in Orange County.

6 19. Standards of Care refers to the standards approved by COUNTY for providing services to  
7 Participants. COUNTY may provide CONTRACTOR with COUNTY developed standards upon  
8 execution of, or during the term of, the Contract and update thereafter as necessary.

9 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the  
10 Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

## 11 **II. BUDGET**

12  
13 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this  
14 Exhibit A to the Contract and the following budget, which is set forth for informational purposes only  
15 and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD	PERIOD	PERIOD	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
16 PROGRAM COSTS				
17 Salaries	\$ 217,955	\$ 217,955	\$ 217,955	\$ 653,865
18 Payroll Taxes	\$ 16,674	\$ 16,674	\$ 16,674	\$ 50,022
19 Benefits	\$ 38,098	\$ 38,098	\$ 38,098	\$ 114,294
20 Program Administration and				
21 Data	<u>\$ 27,273</u>	<u>\$ 27,273</u>	<u>\$ 27,273</u>	<u>\$ 81,819</u>
22				
23 TOTAL GROSS COSTS	\$ 300,000	\$ 300,000	\$ 300,000	\$ 900,000
24				
25 REVENUE				
26 Net County Costs	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 900,000</u>
27 TOTAL REVENUE	\$ 300,000	\$ 300,000	\$ 300,000	\$ 900,000
28				
29 TOTAL MAXIMUM	\$ 300,000	\$ 300,000	\$ 300,000	\$ 900,000
30 OBLIGATION				
31				

32  
33 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds  
34 between budgeted line items within a program for the purpose of meeting specific program needs or for  
35 providing continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form  
36  
37

1 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing  
2 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a  
3 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and  
4 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future  
5 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification  
6 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of  
7 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing  
8 Modification Request(s) may result in disallowance of those costs.

9 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
10 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
11 of service for which payment is claimed.

12 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
13 Budget Paragraph of this Exhibit A to the Contract.

### 14 **III. PAYMENTS**

15  
16 A. COUNTY shall pay CONTRACTOR monthly in arrears, at the provisional amount of  
17 \$25,000 per month for Period One, Period Two and Period Three as specified in the Referenced  
18 Contract Provisions of the Contract. All payments are interim payments only and are subject to Final  
19 Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR  
20 shall be reimbursed for the actual cost of providing the services, however, the total of such payments  
21 does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of  
22 the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,  
23 State and/or Federal regulations.

24 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and  
25 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.  
26 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
27 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

28 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
29 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may  
30 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the  
31 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost  
32 incurred by CONTRACTOR.

33 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
34 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR  
35 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to  
36 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and  
37 the year-to-date actual cost incurred by CONTRACTOR.



1 B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide  
2 such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day  
3 of each month. Invoices received after the due date may not be paid within the same month. Payments  
4 to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt  
5 of the correctly completed invoice form.

6 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source  
7 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,  
8 canceled checks, receipts, receiving records and records of services provided.

9 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
10 with any provision of the Contract.

11 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
12 and/or termination of the Contract, except as may otherwise be provided under the Contract, or  
13 specifically agreed upon in a subsequent Contract.

14 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
15 Payments Paragraph of this Exhibit A to the Contract.

#### 16 17 **IV. REPORTS**

18 A. CONTRACTOR shall maintain records and make statistical reports as required by  
19 ADMINISTRATOR on forms provided by the ADMINISTRATOR.

##### 20 B. FISCAL

21 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
22 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
23 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
24 in the Services Paragraph of this Exhibit A to the Contract. The reports will be received by  
25 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being  
26 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly-  
27 required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed  
28 more than five (5) calendar days.

29 2. CONTRACTOR shall submit monthly Year-End Projection Reports to  
30 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
31 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for  
32 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Such  
33 reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue  
34 to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the  
35 Monthly Expenditure and Revenue Reports.

36 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
37 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a

1 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A  
 2 to the Contract and will include the employees' names, titles, monthly salary, hire and/or termination  
 3 date and any other pertinent information as may be required by ADMINISTRATOR. The reports will  
 4 be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the  
 5 month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not  
 6 exceed more than five (5) calendar days.

7 D. PROGRAMMATIC

8 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form  
 9 acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no  
 10 later than the twentieth (20th) calendar day following the end of the month/quarter being reported unless  
 11 otherwise specified. Programmatic reports will include the following:

12 a. On a monthly basis or as requested, CONTRACTOR shall report the following  
 13 information to ADMINISTRATOR:

- 14 1) outreach activities;
- 15 2) new and ongoing clients served;
- 16 3) transitional employment activity;
- 17 4) job placement outcomes; and
- 18 5) client job retention.

19 2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing,  
 20 to adjust the items to be included in the monthly programmatic reports based on the needs of the  
 21 COUNTY, the Participants, and a commitment to quality services.

22 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
 23 that adversely affect the quality or accessibility of participant-related services provided by, or under  
 24 contract with, the COUNTY as identified in ADMINISTRATOR's P&Ps.

25 F. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make  
 26 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as  
 27 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information  
 28 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

29 G. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
 30 recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities  
 31 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the  
 32 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but  
 33 not limited to the following:

- 34 1. Designate the responsible position(s) in your organization for managing the funds allocated  
 35 to this program;
- 36 2. Maximize the use of the allocated funds;
- 37 3. Ensure timely and accurate reporting of monthly expenditures;



- 1 4. Maintain appropriate staffing levels;  
 2 5. Request budget and/or staffing modifications to the Contract;  
 3 6. Effectively communicate in a proactive manner and monitor the program for its success;  
 4 7. Track and report expenditures electronically;  
 5 8. Maintain electronic and telephone communication between key staff and the Contract and  
 6 Program Administrators; and  
 7 9. Act quickly to identify, report and solve problems.  
 8 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 9 Reports Paragraph of this Exhibit A to the Contract.

## 11 **V. SERVICES**

12 A. Scope of Services - CONTRACTOR shall perform all services set forth in the program  
 13 description and shall be responsible for administering Homeless Prevention Employment Program  
 14 (Program) funded with local funds, as described as follows, in a manner satisfactory to COUNTY and  
 15 consistent with any standards required as a condition of providing these funds.

16 1. Program Description: CONTRACTOR shall provide client outreach and engagement, job  
 17 readiness and barrier removal services, job search assistance and support, transitional employment  
 18 opportunities (as available), and job retention support, following the program design below:

19 a. Overview - As part of COUNTY's effort to provide resources and support to  
 20 individuals experiencing homelessness, as well as those who are unstably housed, and low-income,  
 21 CONTRACTOR shall provide employment services focused on assisting individuals to become ready  
 22 for a job, securing a job, and retaining a job. CONTRACTOR shall work collaboratively with  
 23 ADMINISTRATOR, County contractors, as well as partners throughout the Orange County CoC, to  
 24 support regional efforts to prevent and address homelessness.

25 b. Outreach & Engagement - CONTRACTOR shall work closely with  
 26 ADMINISTRATOR and other agencies across the CoC to outreach to and engage potential Clients in  
 27 employment services. Outreach shall include presentations at Homeless Service locations, including but  
 28 not limited to Bridges at Kraemer Place in Anaheim and the Courtyard Transitional Center in Santa  
 29 Ana. CONTRACTOR shall coordinate with Homeless Service providers in order to hold presentations  
 30 to staff members as well as program participants in the facilities. In addition, CONTRACTOR shall  
 31 work with these partners to utilize space for meeting one-on-one with potential Clients to answer  
 32 questions and engage them in CONTRACTOR services. CONTRACTOR shall also work with other  
 33 agencies and programs in the CoC to best reach individuals experiencing homelessness and engage them  
 34 in the services.

35 c. Employment Program - CONTRACTOR shall host employment workshops and  
 36 identify resources, businesses and enrichment programs to improve Clients' job search skills, self-  
 37 confidence and employability. CONTRACTOR, through the provision of services, shall endeavor to

1 instill in its Clients good work habits, the soft skills that are crucial to success in any work environment,  
2 and shall provide consistent encouragement to boost Client self-esteem while enrolled in the Program.

3 2. The three primary components to CONTRACTOR’s Homeless Prevention Employment  
4 Program are Job Readiness Preparation, CONTRACTOR Enterprises, and Job Retention which shall  
5 include services as follows:

6 a. Job Readiness Preparation - All incoming Clients entering CONTRACTOR’s self-  
7 directed program, based on a self-sufficiency model, shall receive intensive support as each Client  
8 searches for work individually. Clients first attend an orientation and subsequent job-preparation classes  
9 designed to reacquaint them with the working world.

10 b. Job-Preparation classes shall cover basic instruction for pursuing, securing, and  
11 retaining employment as well as employment-related life skills tailored to Clients’ specific needs.

12 CONTRACTOR’s services shall include, but not be limited to:

13 1) Assessment / Case Management: One-on-one meetings with an Employment  
14 Specialist to develop career goals and prepare job search strategies.

15 2) Job Search Workshops: Provide class instruction in completing job applications,  
16 resume writing, practice interview sessions, computer skills training, and other job search tools.

17 3) Resources: Provide Clients access to phone banks, copiers, computer access, job  
18 leads, professional clothing and work shoes for interviews, transportation assistance funds, and hygiene  
19 items. CONTRACTOR will provide Resources using leveraged funding.

20 4) Transitional Job Opportunities: Paid transitional employment opportunities shall be  
21 offered by CONTRACTOR through its in-house Enterprises businesses in three areas: Chrysalis  
22 Contractor Works, Chrysalis Contractor Roads and Chrysalis Contractor Staffing.

23 5) Career Counseling: In tandem with class instruction, CONTRACTOR shall provide  
24 Clients case management and career counseling with an assigned Employment Specialist provided by  
25 CONTRACTOR. Employment Specialists shall formulate practical career plans with Clients, hone their  
26 work habits, and offer valuable encouragement to cultivate success on the job. Employment Specialists  
27 shall also refer Clients to resources and services within CONTRACTOR, as well as necessary services  
28 provided by partner agencies, such as temporary housing, substance abuse and health services, and  
29 education.

30 c. CONTRACTOR Enterprises - For those Clients who are unable to find employment  
31 through the self-directed program, CONTRACTOR shall offer paid transitional employment with its in-  
32 house CONTRACTOR Enterprises businesses to assist Clients in starting on the road to permanent,  
33 outside employment. Transitional employment shall deliver marketable experience and job skills and  
34 provide a closely supervised, supportive working environment that allows Clients to demonstrate  
35 themselves as reliable, capable workers.

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1                   1) Chrysalis Contractor Works: a professional street maintenance company, providing  
2 work experience in trash and recycling pick-up, landscaping, graffiti removal, hauling, and street  
3 sweeping.

4                   2) Chrysalis Contractor Roads: a litter abatement and freeway maintenance business  
5 offering transitional employment to individuals re-entering from the criminal justice system.

6                   3) Chrysalis Contractor Staffing: a temporary staffing agency that allows Clients to  
7 re-enter the job market through short-term, full-time, and part-time work assignments in administrative  
8 office support, property management, and janitorial services, among others. The goal for temporary  
9 staffing assignments is that they shall lead to long-term and permanent employment with the customer's  
10 company.

11                  3. As the program was launched in Orange County in 2018, CONTRACTOR shall continue to  
12 build up contracts across these three enterprises to support the Program and the Clients served at the  
13 Orange County location. The number of job slots and work opportunities shall depend on the scale of  
14 business development CONTRACTOR can secure over time.

15                  a. Job Retention - Once Clients have secured employment, CONTRACTOR shall provide  
16 ongoing job-retention assistance for Clients to learn how to manage and maintain a job and further  
17 develop their career trajectory. During the Job Retention phase, CONTRACTOR's Employment  
18 Specialists shall meet one-on-one with newly employed Clients to formulate career goals and develop  
19 strategies for attaining them. Through the program, Clients are able to gain long-term stability and make  
20 permanent personal and lifestyle changes.

21                  4. Hours of Operation - Hours of operation are 8 a.m. – 5 p.m. Monday – Friday. Depending  
22 on future contracts and programming offered, activities may include earlier morning hours and later  
23 evening hours, plus weekend activities, as needed.

24                  5. Target Population - While serving local residents, including individuals experiencing  
25 homelessness, as well as those who are unstably housed and low-income, CONTRACTOR shall target  
26 individuals experiencing homelessness in Orange County.

27                  a. For the purposes of the Program, a person is considered to be homeless only when  
28 he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant  
29 for human habitation, such as cars, parks, sidewalks, abandoned buildings, or other shelters, or for  
30 reference as further defined in 24 CFR Part 576.2.

31                  b. CONTRACTOR shall target individuals experiencing homelessness by partnering with  
32 agencies in the CoC and by conducting outreach and engagement efforts as described in Paragraph  
33 V.A.(1)(b), above. CONTRACTOR shall report on all Clients entering the program by housing status,  
34 as well as referral source. CONTRACTOR will coordinate with COUNTY on other reportable data.

35                  6. Use of Funds - Funds shall be used to provide contracted services, such as providing job  
36 readiness, job search supports and assistance, transitional employment (as available), business  
37 development, and job retention services. Said services and operations shall involve using funds to pay

1 for personnel and direct Client support in order to provide people experiencing homelessness, at risk of  
 2 homelessness and low-income residents, a pathway to service connections, health care, housing and  
 3 stability.

4 7. Performance Metrics - CONTRACTOR shall conduct outreach and engage individuals in  
 5 the program described in the Scope of Services above. In doing so, CONTRACTOR shall work towards  
 6 the following annual performance metrics:

Outcome Metric	Measure
Clients Served	750
Clients Securing Employment	250
Job Retention (Working at 6 Months)	70%

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 13 8. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 14 Reports Paragraph of this Exhibit A to the Contract.  
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16 **VI. STAFFING**

17 A. CONTRACTOR shall provide sufficient personnel staffing that will serve Clients' needs and  
 18 facilitate the operation of the Program. These personnel are anticipated to include Site Director,  
 19 Employment Specialists, Client Services Coordinator, Client Services Administrator, Volunteer &  
 20 Program Coordinator, Business Development Manager, Community Engagement Coordinator, and  
 21 others as needed. These staff members will be based in Anaheim, but shall be supported by, and work in  
 22 collaboration with staff at CONTRACTOR's other established offices in the region.

23 B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the  
 24 Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)  
 25 served. CONTRACTOR shall ensure that documents are maintained of such efforts which may include,  
 26 but not be limited to, records of participation in COUNTY-sponsored or other applicable training;  
 27 recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as  
 28 appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to,  
 29 individuals who are physically challenged.

30 C. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in  
 31 Full-Time Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be  
 32 equal to an average of forty (40) hours work per week.

PROGRAM STAFF	FTEs
Site Director – Orange County	0.15
Employment Specialist	0.25

1	Employment Specialist	0.25
2	Employment Specialist	0.25
3	Employment Specialist	0.25
4	Employment Specialist	0.25
5	Community Engagement Coordinator	0.20
6	Client Services Administrator	0.24
7	Client Services Coordinator	0.15
8	Business Development Manager	0.20
9	Volunteer & Program Coordinator	0.20
10	Sr. Operations Manager	0.15
11	Director Of Operations, Staffing	0.15
12	Sr. Operations Manager, Works	0.15
13	TOTAL FTEs	2.84

14  
 15 D. CONTRACTOR shall ensure that all staff complete COUNTY’s Annual Provider Training and  
 16 Annual Compliance Training.

17 E. CONTRACTOR shall maintain personnel files for each employed staff member, including  
 18 management and other administrative positions, which will include, but not be limited to, an application  
 19 for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if  
 20 applicable), pay rate and evaluations justifying pay increases.

21 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 22 Staffing Paragraph of this Exhibit A to the Contract.

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