

1 CONTRACT FOR PROVISION OF
2 SAFEPLACE PROGRAM SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 WISEPLACE
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 WISEPlace, a
11 California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be
12 referred to herein individually as "Party" or collectively as "Parties." This Contract shall be
13 administered by the Director of the COUNTY's Health Care Agency or an authorized designee
14 ("ADMINISTRATOR").
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16 **W I T N E S S E T H:**
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of SAFEPlace
19 Program Services described herein to individuals experiencing homelessness in 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

Maximum Obligation:	Period One Amount Not to Exceed:	\$2,153,409
	Period Two Amount Not to Exceed:	\$2,153,409
	Period Three Amount Not to Exceed:	<u>\$2,153,409</u>
	TOTAL AMOUNT NOT TO EXCEED:	\$6,460,227

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 00-232-2894

CONTRACTOR TAX ID Number: 95-1684796

Notices to COUNTY and CONTRACTOR:

COUNTY:	County of Orange	CONTRACTOR:	WISEPlace
	Health Care Agency		1411 North Broadway
	Contract Services		Santa Ana, CA 92706
	405 West 5th Street, Suite 600		Brateil Aghasi, Executive Director
	Santa Ana, CA 92701-4637		baghasi@wiseplace.org

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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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

32 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and
33 procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider
34 Trainings (together, "Compliance Program") for the purpose of ensuring adherence to all rules and
35 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 Participants of the Orange County SAFEPlace program, and therefore it may be necessary for
7 authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding
8 specific Participants with 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 Participants 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.

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

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**

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.

5 6 **XII. EMPLOYEE ELIGIBILITY 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.

16 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. Service disruptions must be reported to COUNTY
28 immediately and be approved in writing by the ADMINISTRATOR

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

33 34 **XV. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

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

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

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

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

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

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

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

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 Participant records, of CONTRACTOR that are directly pertinent to this
11 Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review,
12 evaluation, or examination, or making transcripts during the periods of retention set forth in the Records
13 Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times
14 inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which
15 they are 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 herein) that directly or
 32 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall
 33 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid
 34 no less than the greater of the federal or California Minimum Wage.

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

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

6 **XXI. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

22 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 23 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 24 the provision of benefits.

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

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

34 6. Each labor union or representative of workers with which CONTRACTOR and/or
 35 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 36 notice advising the labor union or workers' representative of the commitments under this
 37 //

1 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to
2 employees and applicants for employment.

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

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

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

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

33 a. COUNTY shall establish a formal resolution and grievance and appeals process in the
34 event informal processes do not yield a resolution.

35 b. Throughout the problem resolution and grievance and appeals process, Participant
36 rights shall be maintained, including access to the COUNTY's grievance and appeals process at any
37 point in the process.

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

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

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

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

20
21 **XXII. NOTICES**

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

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

27 2. When faxed, transmission confirmed;

28 3. When sent by E-Mail; or

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

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

35 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
36 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such

37 //

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

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

6 **XXIII. NOTIFICATION OF DEATH**

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

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

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

15 2. WRITTEN NOTIFICATION

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

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

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

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

29 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

37 //

XXV. PARTICIPANT’S RIGHTS

A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff. Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily accessible to Participants to take without having to request the form or envelope.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant shall have access.

1. CONTRACTOR’s grievance and appeals processes shall incorporate COUNTY’s grievance, appeals, participants’ rights, and/or utilization management guidelines and procedures. The participant has the right to utilize either or both grievance and appeals process(es) simultaneously in order to resolve their dissatisfaction.

C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to CONTRACTOR, file a grievance, file an appeal, and file a complaint.

XXVI. 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.

XXVII. 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.

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

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

12 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR
13 shall maintain participant records and must establish and implement written record management
14 procedures.

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

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

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

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

30 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
31 or site visit.

32 2. Provide auditor or other authorized individuals access to documents via a computer
33 terminal.

34 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
35 requested.

36 //

37 //

XXVIII. RESEARCH AND PUBLICATION

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

XXIX. REVENUE

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

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

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

XXX. SEVERABILITY

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

XXXI. SPECIAL PROVISIONS

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

- 1. Making cash payments to intended recipients of services through this Contract.
- 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
- 3. Fundraising.
- 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.

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1 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
2 body for expenses or services.

3 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
4 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
5 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

6 7. Paying an individual salary or compensation for services at a rate in excess of the current
7 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
8 Schedule may be found at www.opm.gov.

9 8. Severance pay for separating employees.

10 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
11 codes and obtaining all necessary building permits for any associated construction.

12 10. Supplanting current funding for existing services.

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

15 1. Funding travel or training (excluding program-related mileage or parking).

16 2. Making phone calls outside of the local area unless documented to be directly for the
17 purpose of Participant care.

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

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

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

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

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

26 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
27 CONTRACTOR's Participants outside of program Scope of Services.

28
29 **XXXII. STATUS OF CONTRACTOR**

30 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
31 wholly responsible for the manner in which it performs the services required of it by the terms of this
32 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
33 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
34 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
35 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
36 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
37 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the

1 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
2 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
3 shall not be considered in any manner to be COUNTY's employees.

4
5 **XXXIII. TERM**

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

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

14
15 **XXXIV. TERMINATION**

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

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

- 21 1. The loss by CONTRACTOR of legal capacity.
- 22 2. Cessation of services without cause.
- 23 3. The delegation or assignment of CONTRACTOR's services, operation or administration
24 without the prior written consent of COUNTY.
- 25 4. The neglect by any licensed person employed by CONTRACTOR of any duty required
26 pursuant to this Contract.
- 27 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
28 this Contract.
- 29 6. The continued incapacity of any licensed person to perform duties required pursuant to this
30 Contract.
- 31 7. Unethical conduct or malpractice by any physician or licensed person providing services
32 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
33 removes such licensed person from serving persons assisted pursuant to this Contract.

34 **C. CONTINGENT FUNDING**

- 35 1. Any obligation of COUNTY under this Contract is contingent upon the following:
36 a. The continued availability of federal, state and County funds for reimbursement of
37 COUNTY's expenditures, and

1 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
2 approved by the Orange County Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

37 //

XXXV. THIRD PARTY BENEFICIARY

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

XXXVI. WAIVER OF DEFAULT OR BREACH

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

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

3 WISEPLACE

4
5 DocuSigned by:
6 BY: Brateil Aghasi DATED: 4/17/2020
7 BC06A94290BE453...

8 TITLE: 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
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29 DocuSigned by:
30 BY: Massoud Shamel DATED: 4/17/2020
31 DEPUTY 79055CA571A94F8...

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

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
SAFEPLACE PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WISEPLACE
JULY 1, 2020 THROUGH JUNE 30, 2023

I. COMMON TERMS AND DEFINITIONS

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

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

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

3. Case Management means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.

4. Client or Participant means an individual experiencing homelessness or at-risk of homelessness in Orange County.

5. Coordinated Entry System (CES) refers to the mechanism for connecting households experiencing homelessness or at-risk of homelessness to appropriate services and housing interventions. CES covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by households who are seeking housing and services, and includes a comprehensive and standardized process used by all service providers participating in CES.

6. Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. The CoC’s plan includes action steps to end homelessness and prevent a return to homelessness.

7. Coordinated Entry System (CES) Community Queue refers to a list of eligible households generated from a standardized assessment. The community queue is used to refer households to emergency and permanent housing programs, including permanent supportive housing and rapid rehousing, in the County.

8. Covered Individuals refers to CONTRACTOR staff relative to the Contract.

1 9. Homeless Management Information System (HMIS) refers to the HUD mandated database
2 used to collect client-level data on the provision of housing and services to homeless individuals and
3 families, as well as persons at-risk of homelessness.

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

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

12 12. United States Department of Housing and Urban Development (HUD), a cabinet-level
13 agency that oversees federal programs designed to help Americans with their housing needs. HUD seeks
14 to increase homeownership, support community development and increase access to affordable housing
15 free from discrimination.

16 13. Outreach means the Outreach to potential Participants to link them to appropriate
17 supportive services and may include activities that involve educating the community about the services
18 offered and requirements for participation in the programs. Such activities should result in the
19 CONTRACTOR developing their own Participants referral sources for the programs they offer.

20 14. Program Director means an individual who has complete responsibility for the day-to-day
21 function of the program. The Program Director is the highest level of decision-making at a local,
22 program level.

23 15. Referral means providing the effective linkage of a Participant to another service, when
24 indicated; with follow-up to be provided within five (5) working days to assure that the Participant has
25 made contact with the referred service. Persons are referred to available housing resources and services
26 in accordance with the policies and procedures approved by the CoC Board.

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

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

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

35 //
36 //
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II. BUDGET

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
PROGRAM COSTS				
Salaries and Benefits	\$ 828,000	\$ 828,000	\$ 828,000	\$ 2,484,000
Shelter Operations and Services	\$ 627,133	\$ 627,133	\$ 627,133	\$ 1,881,399
Program Supplies and Overhead	\$ 638,276	\$ 638,276	\$ 638,276	\$ 1,914,828
Admin/Data	\$ 60,000	\$ 60,000	\$ 60,000	\$ 180,000
TOTAL GROSS COSTS	\$ 2,153,409	\$ 2,153,409	\$ 2,153,409	\$ 6,460,227
REVENUE				
Net County Costs	\$ 2,153,409	\$ 2,153,409	\$ 2,153,409	\$ 6,460,227
TOTAL REVENUE	\$ 2,153,409	\$ 2,153,409	\$ 2,153,409	\$ 6,460,227
TOTAL MAXIMUM OBLIGATION	\$ 2,153,409	\$ 2,153,409	\$ 2,153,409	\$ 6,460,227

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program for the purpose of meeting specific program needs or for providing continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

6 7 **III. PAYMENTS**

8 A. COUNTY shall pay CONTRACTOR monthly in arrears, at the provisional amount of
9 \$179,451 per month for Period One, Period Two and Period Three as specified in the Referenced
10 Contract Provisions of the Contract. All payments are interim payments only and are subject to Final
11 Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR
12 shall be reimbursed for the actual cost of providing the services, however, the total of such payments
13 does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of
14 the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,
15 State and/or Federal regulations.

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

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

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

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

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

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

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

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

8
9 **IV. REPORTS**

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

12 **B. FISCAL**

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

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

28 C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
29 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
30 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
31 to the Contract and will include the employees' names, titles, monthly salary, hire and/or termination
32 date and any other pertinent information as may be required by ADMINISTRATOR. The reports will
33 be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the
34 month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not
35 exceed more than five (5) calendar days.

36 **D. PROGRAMMATIC**

37 //

1 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form
2 acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no
3 later than the twentieth (20th) calendar day following the end of the month/quarter being reported unless
4 otherwise specified. Reporting requirements may include, but are not limited to:

- 5 a. Number of program participants who participate in safe sleep program
- 6 b. Number of participants who are employed or have secured employment
- 7 c. Data relating to entries, exits, and exit types of the PROGRAM, etc.
- 8 d. Additional reporting items will be determined in coordination with COUNTY and

9 CONTRACTOR on an as needed basis.

10 e. CONTRACTOR shall enter the data in the Homeless Management Information System
11 (HMIS) as coordinated with the COUNTY and the HMIS. This includes entering available beds into the
12 Bed Management Module within HMIS for live bed reservations from identified access points.

13 f. CONTRACTOR shall collaborate with COUNTY and HMIS Lead on Coordinated
14 Entry System and other Orange County Continuum of Care services and efforts to address
15 homelessness.

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

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

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

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

31 1. Designate the responsible position(s) in your organization for managing the funds allocated
32 to this program;

33 2. Maximize the use of the allocated funds;

34 3. Ensure timely and accurate reporting of monthly expenditures;

35 4. Maintain appropriate staffing levels;

36 5. Request budget and/or staffing modifications to the Contract;

37 6. Effectively communicate in a proactive manner and monitor the program for its success;

- 1 7. Track and report expenditures electronically;
- 2 8. Maintain electronic and telephone communication between key staff and the Contract and
- 3 Program Administrators; and
- 4 9. Act quickly to identify, report and solve problems.
- 5 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
- 6 Reports Paragraph of this Exhibit A to the Contract.

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8 **V. SERVICES**

9 **A. Scope of Services Summary**

10 1. Activities: CONTRACTOR (WISEPlace) shall perform all services set forth in the
11 program description and will be responsible for administering program funded with local funds, as
12 described as follows, in a manner satisfactory to the COUNTY and consistent with any standards
13 required as a condition of providing these funds.

14 2. Program Description: CONTRACTOR shall operate a low barrier emergency shelter for
15 vulnerable women experiencing homelessness in Orange County at SAFEPlace for Women.

16 3. Eligible Participants: For the purposes of the SAFEPlace Program (PROGRAM), a
17 person/household is considered to be homeless only when she lack(s) a fixed, regular and adequate
18 nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks,
19 sidewalks, abandoned buildings, motels; or other shelters, including emergency shelters and transitional
20 housing; or for reference as further defined in 24 CFR Part 576.2.

21 4. Use of Funds: Funds shall be used to provide contracted services and operations of the
22 PROGRAM, such as providing safety net services and case management services that promote
23 connections to service providers, increased housing stability and increased access to benefits and/or
24 employment resources. Said services and operations shall be low barrier and promote an engagement
25 rich environment in which people experiencing homelessness make connections to supportive service,
26 health care, housing and stability. Funds will also be used to implement the minimum standard as
27 described in Standards of Care within the program by ensuring proper staffing and fulfilling training
28 requirements.

29 **B. Description of Program - The CONTRACTOR shall provide the following two service**
30 **components as part of the PROGRAM:**

31 1. Shelter Services – At nighttime, the CONTRACTOR shall operate the PROGRAM area as
32 an overnight shelter which will provide safe sleep for up to 60 women seeking a safe place to rest, three
33 meals a day, and access to hygiene services, showers and restrooms.

34 2. Wrap Around Supportive Services – The CONTRACTOR shall provide case management
35 services, including referrals and linkages to community based organizations, medical and behavioral
36 health care services, and developing a housing plan to support program participants in securing
37 permanent housing.

1 C. Description of Services/CONTRACTOR Responsibilities - The PROGRAM shall meet the
2 COUNTY's need to provide emergency shelter services with access to showers, food and supportive
3 services for women experiencing homelessness. The CONTRACTOR's responsibility will include
4 operating, maintaining, staffing and coordinating the resources of the PROGRAM. The CONTRACTOR
5 must have the ability to operate the PROGRAM, year-round, meaning 24 hours day, seven days a week
6 for 12 months.

7 1. Shelter Requirements (applicable to all sites) CONTRACTOR shall:

8 a. Ensure that PROGRAM will be in operation year-round, meaning 24 hours day, seven
9 days a week for 12 months.

10 b. Have a 24 hour contact available to PROGRAM staff for emergency purposes and
11 communication policies and procedures in place to notify the COUNTY as appropriate.

12 c. Have a 24 hour contact available to COUNTY for emergency purposes and to
13 coordinate response as appropriate.

14 d. Implement the Standards of Care in the operations of the PROGRAM and coordinate
15 with COUNTY in the implementation process, seeking guidance as appropriate.

16 2. Site Management Tasks CONTRACTOR shall:

17 a. Take appropriate action to address medical and/or behavioral health emergencies.

18 b. Complete required reporting and gathering data mutually agreed on by
19 CONTRACTOR and COUNTY.

20 c. Provide supervision of the program participants enrolled in the PROGRAM including
21 shelter entry registration processes and the scheduling of meals, showers and other personal services as
22 needed.

23 d. Provide site Managers that will be responsible for the ongoing supervision of the
24 PROGRAM and staff.

25 e. Provide laundry facilities onsite (i.e. washers and dryers) and make these accessible to
26 program participants.

27 f. Provide clean towels and the launder towels as part of the core services provided in the
28 PROGRAM by the CONTRACTOR.

29 g. Ensure blankets and mats are regularly cleaned and use reasonable care to ensure
30 blankets and mats remain clean and free of parasitic infestations and other pests.

31 3. Administrative Management Tasks

32 CONTRACTOR shall:

33 a. Work in partnership with the COUNTY to be a Good Neighbor to the surrounding
34 community. This includes informing the public about the positive aspects of the PROGRAM, being
35 responsive to community concerns, and working closely with city and COUNTY government to
36 minimize the impact of the PROGRAM on the surrounding neighborhood.

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1 b. Submit policies and procedures for PROGRAM including but not limited to those
2 required by the Standards of Care, such as all aspects of services, management plan, staff
3 responsibilities and staff coordination.

4 c. Coordinate with all COUNTY agencies providing supportive services to program
5 participants including but not limited to Health Care Agency, Social Services Agency, and OC
6 Community Resources.

7 d. Engage local community-based organizations, non-profit agencies, social services
8 programs and volunteers to assist with PROGRAM services. All efforts shall be coordinated with
9 current COUNTY services and other contracted partners, as needed.

10 e. Have a 24-hour contact available to COUNTY for the purposes of emergencies.

11 f. Provide supplies and equipment as needed for the ongoing operations of the
12 PROGRAM. It is the CONTRACTOR's responsibility to inventory the supplies and procure supplies as
13 needed.

14 g. Review all billings and assure payments are timely, if applicable.

15 h. Provide training as outlined in the Standards of Care or as needed to staff.

16 i. Provide trainings and direction to engaged community groups and volunteers, as
17 appropriate, to facilitate the operations of the PROGRAM.

18 j. Coordinate COUNTY agencies and community-based organizations, on administrative
19 functions such as PROGRAM operations meetings, site monitoring and requested documentation, as
20 necessary and appropriate.

21 4. Performance Metrics

22 a. CONTRACTOR shall have a target of 3 housing exits/month.

23 b. CONTRACTOR shall submit reports on a daily, weekly and monthly basis. Daily
24 report will include safe sleep numbers, meals served and other data points as agreed upon with the
25 COUNTY. Data and due dates for the weekly and monthly reports will be items mutually agreed upon
26 with the COUNTY and data collected through HMIS.

27 D. Program Design

28 1. Low Barrier Criteria - The PROGRAM is designed to encourage program participation by
29 providing low barriers to entry and accommodating any person who identifies as experiencing
30 homelessness. The CONTRACTOR welcomes all women who are experiencing homelessness and
31 seeking help and will rapidly triage families with children, unaccompanied youth, and victims of
32 domestic violence / sex trafficking to area agencies who can provide specialized programs and services
33 to better address the needs of these populations as quickly as possible.

34 Entry criteria for adults who are experiencing homelessness, including those who are:

35 a. Homeless as defined by HUD Definition

36 b. Women age 18 or older

37 c. Ambulatory and not requiring hospital or nursing home care

- d. Able to do their Activities of Daily Living
- e. Agree to be nonviolent
- f. Agree not to use or sell drugs or illegal substances on the premises
- g. Agree to treat other program participants, staff and the property with respect
- h. Agree to obey fire and other safety regulations
- i. Agree to follow posted shelter rules, including signing in at entry

2. Safe Shelter Access - The PROGRAM shall be open 24 hours a day, seven days a week, including all holidays. Up to 60 nightly beds will be available on a first-come-first-serve basis to eligible program participants. The goal will be to provide a safe, secure sleeping area to those seeking shelter. Given the expected high service needs of most of the program participants, the CONTRACTOR has developed staffing plans based on addressing those needs while keeping everyone safe.

3. Standards of Care – The CONTRACTOR shall review the Standards of Care and work with the COUNTY towards the implementation of the Standards of Care within the PROGRAM. The CONTRACTOR shall communicate progress in implementation to the COUNTY and develop action plans as it relates to items described in the Standards of Care that pose challenge to implement as a result of the structure of the PROGRAM or the limitations within the facility.

4. Sleeping Areas – CONTRACTOR shall provide up to 60 shelter beds each night. The CONTRACTOR will configure the site to accommodate a variety of needs. Beds will at minimum consist of a cot, foam sleeping mat and blanket(s). Program participants will be assigned a bed and blanket through the intake process. Sleeping areas will allow for the following sections/bed types:

- a. Single women
- b. Women with disabilities
- c. Section for women who are employed
- d. Overflow section (flexible space to be utilized as needed)

5. Meals - CONTRACTOR shall provide meals in a designated area of the PROGRAM site. Meals and food-related supplies will be provided by CONTRACTOR.

6. Storage - CONTRACTOR shall allow program participants to bring a small amount of personal items into their sleeping area. Program participants will be given a second bin with a lid to store additional items onsite. Program participants will be allowed to bring one bicycle each onsite. CONTRACTOR does not guarantee onsite parking for program participants who own vehicles. CONTRACTOR recognizes that program participants value their belongings, and CONTRACTOR will work with each program participant to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions.

7. Entry Process – The PROGRAM can be accessed through an established referral process as coordinated by CONTRACTOR and COUNTY. The established referral process will ensure that beds are available for interested program participants, interested participants meet eligibility requirements;

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1 however, if capacity permits, women seeking shelter for the night will be allowed to stay overnight
2 providing they are not a danger to themselves or others.

3 8. During the daytime, CONTRACTOR's Security personnel will facilitate the entry process
4 to the facility and ask those entering to sign in. CONTRACTOR's staff will be available to assist
5 interested program participants enroll in the PROGRAM and facilitate connections to supportive
6 services for interested program participants.

7 9. At nighttime, the designed "lights out" time is 11 p.m. and will be enforced by
8 CONTRACTOR's Security. Program participants who choose to leave during the night are free to do so;
9 however, program participants will not be allowed back into the facility until the next day. Additionally,
10 any stored items might not be immediately accessible and may need to be retrieved the following day by
11 the program participant. Security will generally close storage, showers, and other amenities during
12 "lights out"; however anyone needing a reasonable accommodation will be accommodated, if possible.

13 10. CONTRACTOR shall operate PROGRAM and offer supportive services in a culturally
14 competent manner, including the intake and assessment process and ongoing case management.
15 Program participants will have the rules and intake forms explained to them. When English is their
16 second language, the rules and intake forms will be explained in their primary language whenever
17 feasible.

18 11. Security - The CONTRACTOR shall ensure Security is in place 24 hours a day, seven days
19 a week, to ensure a peaceful environment for those seeking services and respite from the streets. There
20 will be full time and part time security personnel at all times on the premises.

21 12. Case Management Services – Case Management services shall be provided to the program
22 participants who utilize this low barrier shelter and access available resources offered by the
23 CONTRACTOR. The case managers will aid in connecting program participants to supportive services
24 that best meet their needs, including facilitating the transition into permanent housing.

25 13. The goal of low-barrier services is to provide a progressive engagement model to program
26 participants who are experiencing chronic homelessness who may be reluctant to seek assistance due to
27 mental health challenges, substance use, and chronic health conditions. Once linked to existing
28 supportive services within the COUNTY and partnering agencies, program participants will work
29 towards permanent supportive housing or alternative stable housing, and stability.

30 14. Case managers may also help divert people from the PROGRAM through family
31 reunification and other means. Through linkages and diversion, Case Managers will work to decrease
32 length of stay at the PROGRAM and increase housing stability for program participants. This project
33 will align with the Orange County Continuum of Care (CoC) and the Coordinated Entry System.
34 CONTRACTOR staff will receive Orange County CoC and Coordinated Entry System guidance or
35 other training offered in best practices and local CoC process.

36 E. CONTRACTOR acknowledges that they are required to collaborate with other community-
37 based organizations and homeless services agencies.

1 F. CONTRACTOR will partner with medical or law enforcement in the event of an emergency.
 2 With the nature of the population being served at the shelter, there is a need to take precautions, should a
 3 medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1.
 4 Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff
 5 and volunteers at the Program shall be trained on the appropriate emergency procedures in order to
 6 handle crisis situations in the most effective manner possible.

7 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 8 Services Paragraph of this Exhibit A to the Contract.

9 10 **VI. STAFFING**

11 A. Contractor shall provide sufficient personnel staffing that will serve Participants' needs. These
 12 personnel are anticipated to include Site Director, Employment Specialists, Client Services Coordinator,
 13 Client Services Administrator, Volunteer & Program Coordinator, Business Development Manager,
 14 Community Engagement Coordinator, and others as needed. These staff members will be based in
 15 Anaheim, but shall be supported by, and work in collaboration with, staff at Contractor's other
 16 established offices in the region.

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

23 C. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
 24 Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall
 25 be equal to an average of forty (40) hours work per week.

PROGRAM STAFF	FTEs
Case Manager	3.0
Advocate	4.0
Senior Advocate	3.0
Weekend Supervisor	.40
Emergency Shelter Director	1.0
Bookkeeper	0.7
Operations Manager	0.7
Senior Housing Specialist	0.5
Psychiatrist (Contract)	0.3

1	Maintenance (Contract)	0.5
2	Veterinarian (Contract)	0.2
3	Executive Director	0.3
4	TOTAL FTEs	14.6

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6 D. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training
7 and Annual Compliance Training.

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

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

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