

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND

5  
6 ILLUMINATION FOUNDATION  
7 FOR THE PROVISION OF HOUSING  
8 SUPPORT PROGRAM SERVICES  
9

10 This AGREEMENT, entered into this 1st day of July 2019, which date is particularized for  
11 purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to  
12 as "COUNTY," and ILLUMINATION FOUNDATION, a California non-profit corporation,  
13 qualified to transact business in the State of California, hereinafter referred to as  
14 "CONTRACTOR." This Agreement shall be administered by the County of Orange Social  
15 Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."  
16

17 WITNESSETH:  
18

19 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
20 Housing Support Program (HSP) Services; and

21 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions  
22 hereinafter set forth;

23 WHEREAS, such services are authorized and provided for pursuant to California Welfare  
24 and Institutions Code Section 11200 et seq., also known as the California Work Opportunity and  
25 Responsibility to Kids (CalWORKs) Act of 1997 and Senate Bill (SB) 855 (Chapter 29, Statutes  
26 of 2014).

27 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:  
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1           1. TERM

2           The term of this Agreement shall commence on July 1, 2019, and terminate on June 30,  
3           2020, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement;  
4           however, CONTRACTOR shall be obligated to perform such duties as would normally extend  
5           beyond this term, including, but not limited to, obligations with respect to indemnification, audits,  
6           reporting and accounting.

7           2. ALTERATION OF TERMS

8           2.1     This Agreement, including any Exhibit(s) attached hereto and incorporated by  
9           reference, fully expresses all understandings of the parties and is the total Agreement between the  
10          parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this  
11          Agreement, whether written or verbal, are valid or binding unless made in the form of a written  
12          amendment to this Agreement which is formally approved and executed by both parties.

13          3. STATUS OF CONTRACTOR

14          3.1     CONTRACTOR is, and shall at all times be deemed to be, an independent  
15          contractor, and shall be wholly responsible for the manner in which it performs the services  
16          required of it by the terms of this Agreement. Nothing herein contained shall be construed as  
17          creating the relationship of employer and employee, or principal and agent, between COUNTY  
18          and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes  
19          exclusively the responsibility for the acts of its employees or agents as they relate to services to be  
20          provided during the course and scope of their employment.

21          3.2     CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or  
22          privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY  
23          employees.

24          4. DESCRIPTION OF SERVICES

25          4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
26          supplies, as described in the Exhibit A to the Agreement between County of Orange and  
27          Illumination Foundation, for the Provision of HSP Services, attached hereto and incorporated  
28          herein by reference. CONTRACTOR shall operate continuously throughout the term of this

1 Agreement with the number and type of staff described and as required for provision of services  
2 hereunder.

3 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
4 changes in staffing allocations to reflect current workload demands or service needs as long as  
5 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

6 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
7 staff to attend an orientation session and subsequent training sessions given by COUNTY.

## 8 5. LICENSES AND STANDARDS

9 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of  
10 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
11 necessary licenses and permits required by the laws of the United States, State of California  
12 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
13 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
14 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
15 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
16 such laws and licensure requirements, including, without limitation, compliance with laws  
17 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
18 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
19 becoming expired, inactive, etc.).

20 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
21 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
22 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
23 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title  
24 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of  
25 California, County of Orange, and County of Orange Social Services Agency, and all  
26 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist  
27 or be hereafter amended.

28 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,

1 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
2 federal financial assistance programs and/or activities.

3 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

4 6.1 Delegation and Assignment

5 6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
6 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
7 written consent of COUNTY. Any attempted delegation or assignment without prior written  
8 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
9 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
10 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
11 benefits under the terms of this Agreement requiring COUNTY approval.

12 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
13 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
14 for the provision of services under the Agreement.

15 6.2 Change of Ownership

16 CONTRACTOR agrees that if there is a change or transfer in ownership of  
17 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
18 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
19 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
20 Agreement and complete them to the satisfaction of COUNTY.

21 7. SUBCONTRACTS

22 7.1 CONTRACTOR shall not subcontract for services under this Agreement without  
23 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
24 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
25 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
26 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
27 ADMINISTRATOR may require.

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1           8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

2                 8.1     Form of Business Organization

3                     Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and  
4 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to  
5 ADMINISTRATOR, containing, but not limited to, the following information:

6                     8.1.1   The form of CONTRACTOR's business organization, i.e., proprietorship,  
7 partnership, corporation, etc.

8                     8.1.2   A detailed statement indicating the relationship of CONTRACTOR, by way  
9 of ownership or otherwise, to any parent organization or individual.

10                    8.1.3   A detailed statement indicating the relationship of CONTRACTOR to any  
11 subsidiary business organization or to any individual who may be providing services, supplies,  
12 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
13 under this Agreement.

14                 8.2     Change in Form of Business Organization

15                     If, during the term of this Agreement, the form of CONTRACTOR's business  
16 organization changes, or the ownership of CONTRACTOR changes, or when changes occur  
17 between CONTRACTOR and other businesses that could impact services provided through this  
18 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such  
19 changes. A change in the form of business organization may, at COUNTY's sole discretion, be  
20 treated as an attempted assignment of rights or delegation of duties of this Agreement.

21                 8.3     Name Change

22                     CONTRACTOR must notify COUNTY, in writing, of any change in  
23 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
24 Agreement. While CONTRACTOR is required to provide name change information without  
25 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
26 status upon request by COUNTY.

27           9. NON-DISCRIMINATION

28                 9.1     In the performance of this Agreement, CONTRACTOR agrees that it shall not

1 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
2 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
3 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
4 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
5 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
6 status, or any other protected group, in accordance with the requirements of all applicable federal  
7 or State laws.

8 9.2 CONTRACTOR shall furnish any and all information requested by  
9 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
10 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
11 7 et seq.

12 9.3 Non-Discrimination in Employment

13 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
14 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
15 Department of Labor regulations (Title 41 CFR Part 60).

16 9.3.2 All solicitations or advertisements for employees placed by or on behalf of  
17 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
18 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
19 disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
20 gender expression, age, sexual orientation, military and veteran status, or any other protected  
21 group, in accordance with the requirements of all applicable federal or State laws. Notices  
22 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
23 for employees and job applicants.

24 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
25 formal discrimination complaint to:

26 California Department of Fair Employment  
27 2218 Kausen Drive, Suite 100  
28 Elk Grove, CA 95758



Telephone: (800) 884-1684  
 (800) 700-2320 (TTY)

#### 9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"  
 (PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (*Pub 470 - Your rights Under Adult Protective Services*)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (*Pub 13 – Your Rights Under California Welfare Programs*)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
(*SSA Contractor and Vendor Compliance page*)

10. NOTICES

10.1 All notices, requests, claims, correspondence, reports, statements authorized or

1 required by this Agreement, and/or other communications shall be addressed as follows:

2 COUNTY: County of Orange Social Services Agency  
3 Contracts and Procurement Services  
4 500 N. State College Blvd, Suite 100  
5 Orange, CA 92868  
6

7 CONTRACTOR: Illumination Foundation  
8 1091 N. Batavia St.  
9 Orange, CA 92867

10 10.2 All notices shall be deemed effective when in writing and deposited in the United  
11 States mail, first class, postage prepaid and addressed as above. Any communications, including  
12 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this  
13 Agreement addressed in any other fashion shall be deemed not given. The parties each may  
14 designate by written notice from time to time, in the manner aforesaid, any change in the address  
15 to which notices must be sent.

16 11. NOTICE OF DELAYS

17 Except as otherwise provided under this Agreement, when either party has knowledge that  
18 any actual or potential situation is delaying or threatens to delay the timely performance of this  
19 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant  
20 information with respect thereto, to the other party.

21 12. INDEMNIFICATION

22 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
23 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and  
24 their elected and appointed officials, officers, employees, agents, and those special districts and  
25 agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY  
26 INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature,  
27 including, but not limited to, personal injury or property damage arising from or related to the  
28 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.

1 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
2 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
3 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
4 Neither party shall request a jury apportionment.

5 **13. INSURANCE**

6 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
7 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
8 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
9 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
10 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
11 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
12 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
13 CONTRACTOR.

14 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
15 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance  
16 as an Additional Insured or maintain insurance subject to the same terms and conditions as set  
17 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
18 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
19 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance  
20 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
21 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
22 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
23 reasonable time.

24 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
25 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
26 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
27 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
28 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity

1 provision(s) in the Agreement, agrees to all of the following:

2 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
3 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
4 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
5 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
6 same; and

7 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
8 irrespective of any duty to indemnify or hold harmless; and

9 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
10 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
11 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
12 insured.

13 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
14 term of this Agreement, COUNTY may terminate this Agreement.

15 13.5 Qualified Insurer

16 13.5.1 The policy or policies of insurance must be issued by an insurer with a  
17 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
18 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
19 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business  
20 in the state of California (California Admitted Carrier).

21 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
22 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
23 the company's performance and financial ratings.

24 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
25 the minimum 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

1 Automobile Liability including coverage for owned, \$1,000,000 per occurrence  
2 non-owned and hired vehicles

3 Workers' Compensation Statutory

4 Employer's Liability Insurance \$1,000,000 per occurrence

5 Network Security & Privacy Liability \$1,000,000 per claims made  
6

7  
8 13.8 Required Coverage Forms

9 13.8.1 Commercial General Liability coverage shall be written on Insurance  
10 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
11 broad.

12 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,  
13 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

14 13.9 Required Endorsements

15 13.9.1 Commercial General Liability policy shall contain the following  
16 endorsements, which shall accompany the Certificate of Insurance:

17 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26  
18 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
19 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
20 state AS REQUIRED BY WRITTEN CONTRACT.

21 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
22 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
23 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
24 contributing.

25 13.9.2 The Network Security and Privacy Liability policy shall contain the  
26 following endorsements which shall accompany the Certificate of Insurance.

27 13.9.2.1 An Additional Insured endorsement naming the County of  
28 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds

1 for its vicarious liability.

2 13.9.2.2 A primary and non-contributing endorsement evidencing that  
3 the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the  
4 County of Orange shall be excess and non-contributing.

5 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
6 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
7 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
8 AS REQUIRED BY WRITTEN CONTRACT.

9 13.11 All insurance policies required by this Agreement shall waive all rights of  
10 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
11 employees when acting within the scope of their appointment or employment.

12 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any  
13 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
14 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
15 a material breach of the contract, upon which the COUNTY may suspend or terminate this  
16 Agreement.

17 13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims  
18 made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability  
19 coverage for two (2) years following completion of this Agreement.

20 13.14 The Commercial General Liability policy shall contain a severability of interests  
21 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

22 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
23 Paragraph 10 of this Agreement.

24 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements  
25 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
26 award may be made to the next qualified proponent.

27 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
28 decrease insurance of any of the above insurance types throughout the term of this Agreement.

1 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
2 appropriate to adequately protect COUNTY.

3 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
4 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
5 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
6 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
7 COUNTY shall be entitled to all legal remedies.

8 13.19 The procuring of such required policy or policies of insurance shall not be construed  
9 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and  
10 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
11 available from the insurer.

#### 12 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

13 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of  
14 occurrence, the following:

15 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
16 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
17 under this Agreement. While CONTRACTOR is required to provide this information without  
18 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
19 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

20 14.2 Any accident or incident relating to services performed under this Agreement that  
21 involves injury or property damage which may result in the filing of a claim or lawsuit against  
22 CONTRACTOR and/or COUNTY.

23 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
24 relating to services performed by CONTRACTOR under this Agreement.

25 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

26 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
27 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
28 Agreement.



1           14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
2 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
3 of service location or jurisdiction.

4 15. CONFLICT OF INTEREST

5           15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
6 or conditions that could result in a conflict with COUNTY interests. In addition to the  
7 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
8 subcontractors associated with the provision of goods and services provided under this Agreement.  
9 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
10 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
11 entertainment, payments, loans, or other considerations which could be deemed to influence or  
12 appear to influence COUNTY staff or elected officers in the performance of their duties.

13           15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
14 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
15 Agreement performance. While CONTRACTOR will be required to provide this information  
16 without prompting from COUNTY any time there is a change regarding conflict of interest,  
17 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

18 16. ANTI-PROSELYTISM PROVISION

19           No funds provided directly to institutions or organizations to provide services and  
20 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be  
21 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by  
22 law.

23 17. SUPPLANTING GOVERNMENT FUNDS

24           CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the  
25 purposes of this Agreement with any funds made available under this Agreement.  
26 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from  
27 COUNTY with respect to, that portion of its obligations which have been paid by another source  
28 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,

1 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
2 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
3 approval of ADMINISTRATOR.

4 18. EQUIPMENT

5 18.1 All items purchased with funds provided under this Agreement, or which are  
6 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand  
7 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital  
8 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital  
9 Equipment is limited to the performance of this Agreement. Upon the termination of this  
10 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
11 COUNTY or its representatives, or dispose of them in accordance with the directions of  
12 ADMINISTRATOR.

13 CONTRACTOR further agrees to the following:

14 18.1.1 To maintain all items of Capital Equipment in good working order and  
15 condition, normal wear and tear excepted.

16 18.1.2 To label all items of Capital Equipment, do periodic inventories as required  
17 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital  
18 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All  
19 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

20 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,  
21 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement  
22 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

23 18.1.4 To purchase a policy or policies of insurance covering loss or damage to  
24 any and all Capital Equipment purchased under this Agreement, in the amount of the full  
25 replacement value thereof, providing protection against the classification of fire, extended  
26 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
27 parties' interests as they appear.

28 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in

1 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the  
2 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's  
3 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for  
4 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if  
5 prior written approval has not been obtained from ADMINISTRATOR.

### 6 18.3 Personal Computer Equipment

7 No personal computers and/or personal electronic devices, such as tablets and  
8 laptop computers, or any component thereof, may be purchased with funds provided under this  
9 Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR.  
10 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,  
11 be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4,  
12 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon  
13 termination of this Agreement.

## 14 19. BREACH SANCTIONS

15 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
16 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
17 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
18 available at law, in equity, or otherwise specified in this Agreement:

19 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
20 which period shall be established by ADMINISTRATOR; and/or

21 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
22 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
23 and/or

24 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
25 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

26 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
27 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

## 28 20. PAYMENTS

1           20.1   Maximum Contractual Obligation

2           The maximum obligation of COUNTY under this Agreement shall be \$1,000,000,  
3 or actual allowable costs, whichever is less.

4           20.2   Allowable Costs

5           During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
6 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this  
7 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,  
8 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will  
9 be incurred by CONTRACTOR for June 2020, during the month of such anticipated expenditure.

10          20.3   Claims

11           20.3.1 CONTRACTOR shall submit monthly claims to be received by  
12 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
13 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
14 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
15 holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,  
16 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
17 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

18           20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
19 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
20 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,  
21 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
22 of which may be required to be copied. Source documents that CONTRACTOR must submit shall  
23 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
24 shall retain all financial records in accordance with Paragraph 25 of this Agreement.

25           20.3.3 Payments should be released by COUNTY within a reasonable time period  
26 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
27 supporting documentation.

28           20.3.4 Year-End and Final Claims

1                   20.3.4.1 CONTRACTOR shall submit a final claim by no later than  
2 August 30, 2020. Claims received after August 30<sup>th</sup> may, at ADMINISTRATOR's sole discretion,  
3 not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be  
4 received, upon written notice to CONTRACTOR.

5                   20.3.4.2 The basis for final settlement shall be the actual allowable costs  
6 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant  
7 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that  
8 any overpayment has been made, COUNTY may offset the amount of the overpayment against  
9 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
10 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing  
11 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has  
12 been made.

13                   20.3.5 Seventy-Five Percent Authorization Notification:

14                   CONTRACTOR shall maintain a system of record keeping that will allow  
15 CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract  
16 authorizations under this Agreement. Upon occurrence of this event, CONTRACTOR shall send  
17 written notification to ADMINISTRATOR.

18                   21. OVERPAYMENTS

19                   Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
20 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with  
21 any applicable regulations and/or policies in effect during the term of this Agreement, or as  
22 established by COUNTY procedure. Any overpayments made by COUNTY which result from a  
23 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to  
24 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment  
25 within thirty (30) days after the date of the final audit findings report and prior to any  
26 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected  
27 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within  
28 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees

1 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this  
2 Paragraph.

3 22. OUTSTANDING DEBT

4 CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process  
5 of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and  
6 during the term of this Agreement.

7 23. FINAL REPORT

8 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within  
9 sixty (60) days after the termination of this Agreement, which shall summarize the activities and  
10 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and  
11 ADMINISTRATOR may mutually agree to modify the date upon which the final report must be  
12 submitted. Any agreement must be in writing.

13 24. INDEPENDENT AUDIT

14 24.1 CONTRACTOR shall employ a licensed certified public accountant who shall  
15 prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
16 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well  
17 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
18 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to  
19 the aforementioned regulations for any year covered during the term of this Agreement,  
20 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
21 CONTRACTOR's financial statements. The audit must be performed in accordance with  
22 generally accepted government auditing standards. CONTRACTOR shall cooperate with  
23 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)  
24 months after issuance of all audit reports with regard to audit exceptions.

25 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1  
26 through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit  
27 within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
28 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment

1 under this or any subsequent Agreement with CONTRACTOR until such time as the required audit  
2 is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit  
3 submission deadline upon notice to CONTRACTOR.

4 25. RECORDS, INSPECTIONS, AND AUDITS

5 25.1 Financial Records

6 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
7 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
8 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
9 State, and federal audits are completed, whichever is later.

10 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
11 internal control, and financial reporting standards in conformity with generally accepted  
12 accounting principles established by the American Institute of Certified Public Accountants and  
13 to the satisfaction of ADMINISTRATOR.

14 25.2 Client Records

15 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
16 of clients served and dates and type of services provided under the terms of this Agreement in a  
17 form acceptable to ADMINISTRATOR.

18 25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR  
19 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment  
20 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,  
21 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR  
22 requests and COUNTY provides written approval for the right to store the records in another  
23 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
24 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
25 accordance with Subparagraph 41.2.

26 25.2.3 COUNTY may refuse payment for a claim if client records are determined  
27 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be  
28 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an



1 overpayment within the provisions of this Agreement.

2 25.3 Public Records

3 To the extent permissible under the law, all records, including, but not limited to,  
4 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may  
5 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

6 25.4 Inspections and Audits

7 25.4.1 The U.S. Department of Health and Human Services, Comptroller General  
8 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
9 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall  
10 have access to any books, documents, papers, and records, including medical records, of  
11 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all  
12 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate  
13 the work performed or being performed under this Agreement and the premises in which it is being  
14 performed.

15 25.4.2 CONTRACTOR shall make its books and records available within the  
16 borders of Orange County within ten (10) days of receipt of written demand by  
17 ADMINISTRATOR.

18 25.4.3 In the event CONTRACTOR does not make available its books and  
19 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
20 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
21 obtain CONTRACTOR's books and records.

22 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
23 liability to the State or Federal Government or any agency thereof resulting from any  
24 disallowances or other audit exceptions to the extent that such liability is attributable to  
25 CONTRACTOR's failure to perform under this Agreement.

26 25.5 Evaluation Studies

27 CONTRACTOR shall participate, as requested by COUNTY, in research and/or  
28 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's



1 services or provide information about CONTRACTOR's project.

2 26. PERSONNEL DISCLOSURE

3 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services  
4 through this Agreement, paid and unpaid, including those identified in Paragraph 7 of Exhibit A  
5 hereinafter referred to as "Personnel").

6 26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
7 Personnel providing services hereunder, including résumés and job applications. Changes to the  
8 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
9 and/or job application. The list shall include:

10 26.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
11 required to provide the programs described herein;

12 26.2.2 A brief description of the functions of each position and the hours each  
13 person works each week, or for part-time Personnel, each day or month, as appropriate;

14 26.2.3 The professional degree, if applicable, and experience required for each  
15 position; and

16 26.2.4 The language skill, if applicable, for all Personnel.

17 26.3 Where authorized by law, and in a manner consistent with California Government  
18 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
19 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
20 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
21 Personnel shall be cause for termination from the performance of services under this Agreement.

22 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
23 a clearance on the following public websites of the names and dates of birth for all Personnel who  
24 will have direct, interactive contact with clients served through this Agreement: U.S. Department  
25 of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
26 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

27 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
28 a criminal record background check on all Personnel who will have direct, interactive contact with

1 clients served through this Agreement. Background checks conducted through the California  
2 Department of Justice shall include a check of the California Central Child Abuse Index, when  
3 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
4 performance of services under this Agreement.

5 26.6 CONTRACTOR shall ensure that clearances and background checks described in  
6 Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing  
7 services under this Agreement.

8 26.7 In the event a record is revealed through the processes described in Subparagraphs  
9 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
10 Personnel providing services through this Agreement.

11 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
12 provide services under this Agreement have satisfactory past work records and/or reference checks  
13 indicating their ability to perform the required duties and accept the kind of responsibility  
14 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
15 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
16 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
17 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
18 are completed, whichever is later, in compliance with all applicable laws.

19 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
20 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
21 Personnel performing services under this Agreement, when such information becomes known to  
22 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
23 provide services under this Agreement and shall provide notice of such determination to  
24 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
25 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

26 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
27 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

28 26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel

1 from the performance of services under this Agreement. At the request of COUNTY,  
2 CONTRACTOR shall immediately replace said Personnel.

3 26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
4 for cause from working on this Agreement.

5 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
6 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
7 terms and conditions of this Agreement.

#### 8 27. EMPLOYMENT ELIGIBILITY VERIFICATION

9 As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
10 statutes and regulations regarding the employment of aliens and others, and that all its employees  
11 performing work under this Agreement meet the citizenship or alien status requirement set forth  
12 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing  
13 work hereunder, all verification and other documentation of employment eligibility status required  
14 by federal or State statutes and regulations including, but not limited to, the Immigration Reform  
15 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may  
16 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
17 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
18 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers  
19 and employees from employer sanctions and any other liability which may be assessed against  
20 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
21 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
22 work under this Agreement.

#### 23 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

24 28.1 CONTRACTOR certifies it is in full compliance with all applicable federal and  
25 State reporting requirements regarding its employees and with all lawfully served Wage and  
26 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance  
27 throughout the term of the Agreement with the County of Orange. Failure to comply shall  
28 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)

1 calendar days of notice from the COUNTY shall constitute grounds for termination of the  
2 Agreement.

3 28.2 In the case of an individual contractor or contractor doing business in a form other  
4 than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days  
5 of the award of this Agreement:

6 28.2.1 his/her name, date of birth, Social Security number, and residence address;  
7 or

8 28.2.2 In the case of a contractor doing business in a form other than as an  
9 individual, the name, date of birth, Social Security number, and residence address of each  
10 individual who owns an interest of ten percent (10%) or more in the contracting entity.

11 28.3 It is expressly understood that this data will be transmitted to governmental  
12 agencies charged with the establishment and enforcement of child support orders, and for no other  
13 purpose.

#### 14 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

15 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
16 that all employees, agents, subcontractors, and all other individuals performing services under this  
17 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section  
18 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of  
19 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,  
20 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
21 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
22 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
23 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
24 they now exist or as they may hereafter be amended.

#### 25 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

26 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely  
27 Surrendered Baby Law, its implementation in Orange County, and where and how to safely  
28 surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing

1 purposes. The information shall be posted in all reception areas where clients are served.

2 31. CONFIDENTIALITY

3 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
4 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of  
5 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may  
6 now exist or be hereafter amended.

7 31.2 All records and information concerning any and all persons referred to  
8 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
9 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
10 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
11 employees, agents, subcontractors, and all other individuals performing services under this  
12 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
13 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
14 of this Agreement.

15 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
16 other individuals performing services under this Agreement of this provision and that any person  
17 violating the provisions of said California state law may be guilty of a crime.

18 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
19 to the confidentiality requirements of this Agreement.

20 32. SECURITY

21 32.1 Security Requirements

22 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
23 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
24 confidentiality that currently exists or exists at any time during the term of this Agreement.  
25 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
26 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
27 private and confidential client information, to protect against anticipated threats to the security or  
28 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or

1 use of COUNTY data. Such safeguards and controls shall include at a minimum:

2 32.1.1.1 Storage of confidential paper files that ensures records are  
3 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

4 32.1.1.2 Control of access to physical and electronic records to ensure  
5 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
6 services.

7 32.1.1.3 Control to prevent unauthorized access and to prevent  
8 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

9 32.1.1.4 Firewall protection.

10 32.1.1.5 Use of encryption methods of electronic COUNTY data while  
11 in transit from CONTRACTOR networks to external networks, when applicable.

12 32.1.1.6 Measures to securely store all COUNTY data, including, but not  
13 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
14 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
15 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
16 the term of this Agreement administrative, technical, and physical safeguards and controls  
17 consistent with State and federal security requirements.

18 32.2 Security Breach Notification

19 32.2.1 CONTRACTOR shall have policies and procedures in place for the  
20 effective management of Security Breaches, as defined below. In the event of any actual,  
21 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
22 experiences or learns of that either compromises or could reasonably be expected to comprise  
23 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security  
24 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
25 notification, CONTRACTOR shall, at its own expense, immediately:

26 32.2.1.1 Investigate to determine the nature and extent of the Security  
27 Breach.

28 32.2.1.2 Contain the incident by taking necessary action, including, but

1 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
2 security.

3 32.2.1.3 Report to COUNTY the nature of the Security Breach, the  
4 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
5 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
6 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
7 take to prevent future similar unauthorized use or disclosure.

8 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
9 determine what actions are necessary in response to the Security Breach and who will perform  
10 these actions. Actions may include, but are not limited to: notifications; investigation and  
11 remediation costs, including notification of all whose personal information was disclosed; outside  
12 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
13 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
14 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
15 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
16 required actions.

17 33. COPYRIGHT ACCESS

18 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have  
19 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and  
20 hereafter, all material developed under this Agreement, including those covered by copyright.

21 34. WAIVER

22 No delay or omission by either party hereto to exercise any right or power accruing upon  
23 any noncompliance or default by the other party with respect to any of the terms of this Agreement  
24 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
25 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other  
26 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
27 condition, or agreement herein contained.

28 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA



1           35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
2 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
3 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
4 without COUNTY's prior written consent is expressly prohibited.

5           35.2 CONTRACTOR may develop and publish information related to this Agreement  
6 where all of the following conditions are satisfied:

7           35.2.1 ADMINISTRATOR provides its written approval of the content and  
8 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
9 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

10           35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
11 a statement that the program, wholly or in part, is funded through County, State, and Federal  
12 Government funds;

13           35.2.3 The information does not give the appearance that the COUNTY, its  
14 officers, employees, or agencies endorse:

15                   35.2.3.1 Any commercial product or service; and

16                   35.2.3.2 Any product or service provided by CONTRACTOR, unless  
17 approved in writing by ADMINISTRATOR; and

18           35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
19 or other publicly available social media sites) to publish information related to this Agreement,  
20 CONTRACTOR shall develop social media policies and procedures and have them available to  
21 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
22 and Procedures as they pertain to any social media developed in support of the services described  
23 within this Agreement. The policy is available on the Internet at  
24 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

25 **36. REPORTS**

26           36.1 CONTRACTOR shall provide information deemed necessary by  
27 ADMINISTRATOR to complete any State-required reports related to the services provided under  
28 this Agreement.



1           36.2 CONTRACTOR shall maintain records and submit reports containing such data  
2 and information regarding the performance of CONTRACTOR's services, costs, or other data  
3 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
4 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
5 written notice to CONTRACTOR.

6 37. ENERGY EFFICIENCY STANDARDS

7           As applicable, CONTRACTOR shall comply with the mandatory standards and policies  
8 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

9 38. ENVIRONMENTAL PROTECTION STANDARDS

10           CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401  
11 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and  
12 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),  
13 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR  
14 assures that:

15           38.1 No facility to be utilized in the performance of the proposed grant has been listed  
16 on the EPA List of Violating Facilities;

17           38.2 It will notify COUNTY prior to award of the receipt of any communication from  
18 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
19 grant is under consideration to be listed on the EPA List of Violating Facilities; and

20           38.3 It will notify COUNTY and EPA about any known violation of the above laws and  
21 regulations.

22 39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
23 CERTAIN FEDERAL TRANSACTIONS

24           39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
25 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
26 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
27 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
28 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must

1 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
2 ADMINISTRATOR that cites the following:

3 39.1.1 The definitions and prohibitions contained in the clause at Federal  
4 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
5 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
6 B of this certification.

7 39.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
8 knowledge and belief as of December 23, 1989, that

9 39.1.2.1 No federal appropriated funds have been paid or will be paid to  
10 any person for influencing or attempting to influence an officer or employee of any agency, a  
11 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
12 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
13 of any federal grant, the making of any federal loan, the entering into of any cooperative  
14 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
15 contract, grant, loan or cooperative agreement;

16 39.1.2.2 If any funds other than federal appropriated funds (including  
17 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
18 person for influencing or attempting to influence an officer or employee of any agency, a Member  
19 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
20 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
21 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
22 and

23 39.1.2.3 He or she will include the language of this certification in all  
24 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
25 \$100,000 shall certify and disclose accordingly.

26 39.1.3 Submission of this certification and disclosure is a prerequisite for making  
27 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
28 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to

1 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
2 and not more than \$100,000, for each such failure.

3 40. POLITICAL ACTIVITY

4 CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
5 directly or indirectly, any political party, political candidate, or political activity, except as  
6 permitted by law.

7 41. TERMINATION PROVISIONS

8 41.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
9 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
10 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
11 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
12 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
13 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
14 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
15 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
16 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

17 41.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
18 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
19 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
20 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
21 parties. During the Transition Period, service and data access shall continue to be made available  
22 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
23 transitioning all data in the format determined by COUNTY.

24 41.3 In the event of termination of this Agreement, cessation of business by  
25 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
26 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
27 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
28 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this

1 Agreement.

2 41.4 The obligations of COUNTY under this Agreement are contingent upon the  
3 availability of federal and/or State funds, as applicable, for the reimbursement of  
4 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
5 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
6 remains in effect or operation. In the event that such funding is terminated or reduced,  
7 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
8 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
9 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
10 notification of such determination. CONTRACTOR shall immediately comply with  
11 ADMINISTRATOR's decision.

12 41.5 If any term, covenant, condition, or provision of this Agreement or the application  
13 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
14 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
15 thereby.

#### 16 42. GOVERNING LAW AND VENUE

17 This Agreement has been negotiated and executed in the State of California and shall be  
18 governed by and construed under the laws of the State of California, without reference to conflict  
19 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole  
20 and exclusive venue shall be a court of competent jurisdiction located in Orange County,  
21 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,  
22 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
23 to waive any and all rights to request that an action be transferred for trial to another county.

#### 24 43. SIGNATURE IN COUNTERPARTS


25 43.1 The parties agree that separate copies of this Agreement may be signed by each of  
26 the parties, and this Agreement will have the same force and effect as if the original had been  
27 signed by all the parties.

28 43.2 CONTRACTOR represents and warrants that the person executing this Agreement

1 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
2 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
3 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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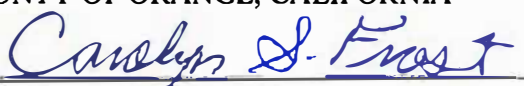
1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,  
2 California.

3  
4 By:  By: \_\_\_\_\_  
5 PAUL CHO CHAIRWOMAN  
6 CHIEF FINANCIAL OFFICER OF THE BOARD OF SUPERVISORS  
7 ILLUMINATION FOUNDATION COUNTY OF ORANGE, CALIFORNIA

8 Dated: 4/23/19 Dated: \_\_\_\_\_  
9

10  
11 SIGNED AND CERTIFIED THAT A COPY OF THIS  
12 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
13 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
14 ATTEST:

15 \_\_\_\_\_  
16 ROBIN STIELER  
17 Clerk of the Board  
18 Orange County, California

19 APPROVED AS TO FORM  
20 COUNTY COUNSEL  
21 COUNTY OF ORANGE, CALIFORNIA  
22 By:   
23 DEPUTY

24 Dated: 04/23/19  
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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ILLUMINATION FOUNDATION  
FOR THE PROVISION OF HOUSING  
SUPPORT PROGRAM SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to Clients in the CalWORKs Program that are referred by ADMINISTRATOR and accepted by CONTRACTOR.

2. DEFINITIONS

2.1 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.

2.2 CalWORKs Staff: An employee of ADMINISTRATOR or contracted case management staff who is assigned to each Client to monitor the progression of the Client throughout the CalWORKs program.

2.3 Multi-Disciplinary Team (MDT): A team of individuals with diverse expertise that meets to review case and family elements to optimize the WTW Activities. MDT members may consist of the following: Case Manager, Facilitator, Behavioral Health Services staff, Public Health Nurse, educational providers, designated COUNTY staff, DASU staff,

1 ADMINISTRATOR's Children and Family Services Division (CFS) Senior Social Worker, and  
2 all other relevant individuals per COUNTY Policy and/or as approved by ADMINISTRATOR.

3 2.4 Clients: Recipients of CalWORKs financial assistance benefits pursuant to  
4 State regulations and COUNTY policies that are referred by ADMINISTRATOR and accepted by  
5 CONTRACTOR that meet at least one (1) of the following criteria:

6 2.4.1 Lacking a fixed and regular nighttime residence; and

7 2.4.1.1 Having a primary nighttime residence that is a supervised  
8 publically or privately operated shelter designed to provide temporary living accommodations; or

9 2.4.1.2 Residing in a public or private place not designed for, or  
10 ordinarily used as, a regular sleeping accommodation for human beings; or

11 2.4.2 In receipt of a judgment for eviction, as ordered by a court.

12 3. REFERRALS

13 3.1 CONTRACTOR shall work collaboratively with ADMINISTRATOR to evaluate  
14 Housing Support Program (HSP) Services to all Clients referred by ADMINISTRATOR within  
15 the available funding.

16 3.2 CONTRACTOR shall provide a disposition regarding each referral based on  
17 criteria established in Section 5.7.1 or as otherwise provided by ADMINISTRATOR.

18 3.3 CONTRACTOR shall provide a disposition within ten (10) days from the date the  
19 referral is received.

20 3.4 CONTRACTOR shall not refuse to provide services to Clients without discussion  
21 and concurrence by Social Services Agency (SSA).

22 4. SERVICE LOCATIONS

23 4.1 CONTRACTOR shall provide HSP Services in facilities and locations throughout  
24 Orange County, including, but not limited to, Clients' residence.

25 5. HOUSING SUPPORT SERVICES

26 5.1 CONTRACTOR shall provide services in accordance with all CalWORKs  
27 regulations, California legislation, and COUNTY Policy.

28 5.2 COUNTY and CONTRACTOR agree that the goal of this Agreement is to address



1 the needs of homeless families in the County of Orange by providing them with rental assistance  
2 that will allow them to quickly move from homelessness and into stable housing.

3 5.3 CONTRACTOR shall:

4 5.3.1 Provide services in a manner sensitive to literacy, language, and  
5 sociocultural issues that may impact Clients.

6 5.3.2 Within the limits of Clients' income, help the Client access housing units  
7 that are desirable and sustainable in neighborhoods where they want to live, that have access to  
8 transportation, and that are close to employment.

9 5.3.3 Actively recruit and retain landlords and housing managers willing to rent  
10 to Clients who may otherwise fail to pass typical tenant criteria.

11 5.3.4 Be responsive to landlords to preserve and develop partnerships for future  
12 housing placements.

13 5.3.5 Ensure rent and move-in assistance is flexible and tailored to the varying  
14 and changing needs of Clients while providing the assistance necessary for Clients to move  
15 immediately out of homelessness and stabilize permanent housing.

16 5.3.6 Provide financial assistance on an incremental or as needed basis to stabilize  
17 permanent housing.

18 5.3.7 Provide integrated, coordinated, and easily accessible resources for Clients.

19 5.3.8 Provide family-friendly and family-centered services.

20 5.3.9 Provide community-based and integrated services that coordinate Federal,  
21 State, and community funding opportunities.

22 5.3.10 Identify Clients' strengths, utilizing motivational and strength-based  
23 techniques.

24 5.3.11 Ensure services are outcome-driven and identify indicators that accurately  
25 reflect progress towards contract deliverables as stated in Paragraph 9 .

26 5.4 Housing Identification

27 5.4.1 CONTRACTOR shall provide the following services:

28 5.4.2 Recruit landlords to provide housing opportunities in the communities and

1 neighborhoods where Clients want to live.

2 5.4.3 Negotiate with landlords to help Clients access housing.

3 5.4.4 Address potential barriers to landlord participation such as concern about  
4 short term nature of rental assistance and tenant qualifications.

5 5.5 Rental and Moving Assistance

6 5.5.1 CONTRACTOR shall provide financial assistance to cover move-in costs,  
7 deposits, and the rental and/or utility assistance necessary to allow Clients to move immediately  
8 into permanent housing.

9 5.6 Case Management Services

10 Contractor shall:

11 5.6.1.1 Help Clients identify and select among various permanent  
12 housing options based on their unique needs, preferences, and financial resources.

13 5.6.1.2 Help Clients address issues that may impede access to housing  
14 (such as credit history, arrears, and legal issues).

15 5.6.1.3 Help Clients mitigate tenant screening barriers such as rental and  
16 utility arrears or multiple evictions.

17 5.6.1.4 Help Clients negotiate manageable and appropriate lease  
18 agreements with landlords.

19 5.6.1.5 Make appropriate and time-limited services and supports  
20 available to Clients to allow them to quickly stabilize in permanent housing.

21 5.6.1.6 Monitor Clients' housing stability and be available to resolve  
22 crisis, at a minimum during the time HSP services are being provided.

23 5.6.1.7 Resolve issues or conflicts that may lead to tenancy problems,  
24 such as disputes with landlords or neighbors while also helping Clients develop skills they will use  
25 to retain housing once they are no longer in the program.

26 5.7 Intake

27 5.7.1 CONTRACTOR shall be responsible for: Scheduling a face-to-face intake  
28 meeting with prospective Clients. During that meeting CONTRACTOR shall further evaluate the

1 Client's and his/her family housing needs and barriers including, but not limited to: 1) employment  
2 history and ability to obtain employment income; 2) history of housing evictions; 3) family  
3 composition and support resources; 4) credit history; 5) income to debt ratio; 6) criminal history;  
4 7) number of homeless episodes; 8) mental health; and 9) disabilities. CONTRACTOR shall also  
5 ensure the Client meets the criteria in Subparagraph 2.4.1 through 2.4.2.

6 5.7.2 Determining whether or not Clients have exhausted all other resources or if  
7 there are other diversion strategies that can be employed.

8 5.7.3 Meeting weekly with Client to set goals aimed at reducing Clients' barriers  
9 in order to become self-sufficient once assistance has been expended.

10 5.7.4 Providing staff to manage landlord recruitment and engagement.

11 5.7.5 Developing, maintaining and providing a list of potential housing  
12 opportunities for Clients to assist with effective housing search.

13 5.7.6 Assisting Clients in securing decent, affordable, and stable housing.

14 5.7.7 Overseeing housing inspections and rent reasonability standards.

15 5.7.8 Assisting with the collection of documentation and support of Clients when  
16 necessary.

17 5.7.9 Assisting with three (3) day, pay rent or quit, notices and Client related legal  
18 issues.

19 5.7.10 Performing housing and safety inspections and be certified as a visual  
20 assessor in accordance with Housing and Urban Development's (HUD) Housing Quality  
21 Standards.

22 5.7.11 Leveraging existing relationships with local landlords and property  
23 management companies to seek housing placements for Clients and assist Clients in resolving  
24 housing conflicts if such issues arise with landlords and/or property managers.

25 5.7.12 Developing relationships with new landlords and properties. Potential new  
26 landlords and properties shall be identified through online housing resources, local realtors,  
27 Housing Authority announcements as well as general geographic canvassing for housing  
28 vacancies.

1           5.7.13 Utilizing marketing tools and rental subsidies as incentives for engaging  
2 landlords to rent to households with barriers to housing stability. Landlords shall have direct  
3 access to a support phone line and a dedicated point person responsive to their concerns and needs,  
4 and can expect prompt intervention with tenants when requested.

5           5.7.14 Providing housing search and placement services to Clients and ensuring  
6 that habitability and safety standards are assessed (including lead-based paint assessments) before  
7 Clients are placed in housing units.

8           5.7.15 Providing Short-Term [up to three (3) months] to Medium-Term [up to six  
9 (6) months, or additional time at ADMINISTRATOR's discretion] financial assistance and  
10 housing counseling and case management to Clients.

11           5.7.15.1 Financial assistance services shall be determined on an as  
12 needed basis by each Client and shall include Short-Term to Medium-Term rental subsidies, rental  
13 application fees, security deposits, utility deposits, utility payments, moving costs, and making the  
14 home habitable. Clients determined eligible for financial assistance shall also receive housing  
15 search and placement services.

16           5.7.15.2 Clients will receive on-going case management to help them  
17 meet their employment, budgeting, and financial goals to ensure their housing stabilization and  
18 self-sufficiency after financial assistance is expended.

19           5.7.15.3 Case management sessions will be held at Clients' place of  
20 residence or at CONTRACTOR program offices on a weekly basis or as needed.

21           5.7.15.4 After assistance is expended, follow-up case management shall  
22 be provided at the thirty (30), sixty (60), and ninety (90) day intervals for up to one (1) year from  
23 the date of original intervention.

24           5.7.15.5 After three (3) months of rental assistance, Client will be  
25 reassessed to determine if further financial assistance is needed. Determining factors for continued  
26 assistance include: 1) whether or not the Client still meets CalWORKs program eligibility; 2)  
27 determination of continuing need; 3) anticipation of employment opportunity or increased income  
28 in the prospective future; 4) program compliance; and 5) active participation in case management

1 and progress toward housing goals.

2 6. MUTUAL RESPONSIBILITIES

3 SSA and CONTRACTOR are mutually responsible for:

4 6.1 Participating in meetings to address service delivery issues on a monthly basis or  
5 as requested by SSA.

6 6.2 Attending ADMINISTRATOR training and conferences that will include, but not  
7 be limited to, new federal and/or State regulations impacting CalWORKs, documentation of  
8 procedures and dissemination of data/changes to staff.

9 6.3 Attending Multi-Disciplinary Team (MDT) meetings to engage Clients in a  
10 discussion focused on Clients' strengths and priority needs. MDT meetings will be scheduled to  
11 assess the families' barriers and determine additional services and/or needs. The strength-based  
12 MDT meetings will be attended by Clients, a meeting facilitator, SSA, CONTRACTOR and/or  
13 additional partners.

14 7. STAFFING REQUIREMENTS

15 7.1 CONTRACTOR shall be responsible for providing training and maintaining a  
16 competent, stable, and experienced workforce to fulfill the terms of this Agreement. All of  
17 CONTRACTOR's staff shall be able to read, write, speak, and understand English. If Client  
18 contact is required to obtain the required documentation or provide services, CONTRACTOR will  
19 be required to provide translation services for languages needed so that all Clients are provided  
20 services in their primary language.

21 7.2 CONTRACTOR shall use a formal recruitment plan, which complies with federal  
22 and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained  
23 personnel who are responsive to, and who understand the diversity of cultures among the Client  
24 population to be served. CONTRACTOR shall employ staff with the appropriate background,  
25 training and experience to provide HSP Services.

26 7.3 In addition to the above requirements, CONTRACTOR shall provide, at a  
27 minimum, the following staff with the specified minimum qualifications, at all times during the  
28 term of this Agreement:

7.3.1 Management Staff

7.3.1.1 Bachelor's Degree from an accredited college or university, preferably in the human services field.

7.3.1.2 A minimum of two (2) years of experience in human services or related field, or experience working with homeless individuals.

7.3.2 Supervisory Staff

7.3.2.1 Bachelor's Degree from an accredited college or university, preferably in the human services field.

7.3.2.2 A minimum of one (1) year experience in human services or related field, or experience working with homeless individuals.

7.3.3 Direct Services Staff

7.3.3.1 Bachelor's Degree from an accredited college or university, preferably in the human services field, or four (4) years of experience in human services.

7.3.3.2 A minimum of one (1) year experience in human services or related field, or experience working with homeless individuals.

7.3.4 Administrative Services Staff

7.3.4.1 High School diploma or equivalent, or a minimum of four (4) years of relevant work experience.

8. HOURS OF OPERATION

8.1 CONTRACTOR shall be required to provide services during hours that are responsive to the needs of the target population(s) as determined by SSA program staff. At a minimum, CONTRACTOR shall provide HSP Services and respond to COUNTY inquiries from 8:00 a.m. through 5:00 p.m., Monday through Friday. CONTRACTOR is not required to provide services on COUNTY holidays as established by the Orange County Board of Supervisors.

8.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall

1 obtain prior written approval from ADMINISTRATOR for any holiday closure outside of  
2 COUNTY’s holiday schedule. Any unauthorized holiday closure shall be deemed a material  
3 breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

4 9. PERFORMANCE OUTCOME OBJECTIVES

5 9.1 A minimum of eighty percent (80%) of Clients served will be successful in finding  
6 permanent housing.

7 9.2 A minimum of eighty percent (80%) of Clients successfully placed in permanent  
8 housing will remain housed after one (1) year from the date of original intervention.

9 10. REPORTING REQUIREMENTS

10 10.1 CONTRACTOR will immediately address attendance issues or other HSP Services  
11 concerns with the affected Client. CONTRACTOR will inform CalWORKs staff within twenty-  
12 four (24) hours of attendance issues or other HSP Services concerns. This will allow for quick  
13 intervention and results oriented action to address the issue with Clients, including positive  
14 reinforcement.

15 10.2 CONTRACTOR will provide information deemed necessary by SSA to complete  
16 any State-required reports related to the services provided under this Agreement.

17 10.3 CONTRACTOR will provide, by the tenth (10<sup>th</sup>) calendar day of each month, a  
18 status report for the preceding month, in a format approved by SSA. Data elements shall include,  
19 but not limited to, the following:

20 10.3.1 Total number of referrals received from SSA and referral outcomes

21 10.3.2 Caseload movement:

22 10.3.2.1 Total number of active cases

23 10.3.2.2 Total number of cases discontinued

24 10.3.2.3 Case status at end of the month

25 10.3.3 Financial assistance expenditures

26 10.3.4 Total number of housing services provided, such as, but not limited to:

27 10.3.4.1 Case management

28 10.3.4.2 Landlord engagement

1 10.3.4.3 Housing search and placement

2 10.3.4.4 Legal services

3 10.3.4.5 Credit repair

4 10.3.5 Status of Outcome Objectives stated in Paragraph 9 above

5 **11. PERFORMANCE MONITORING AND REVIEWS**

6 11.1 CONTRACTOR's performance will be monitored and reviewed by SSA.  
7 CONTRACTOR will cooperate and assist SSA staff in monitoring performance. SSA staff will  
8 conduct case reviews as part of an on-going evaluation of Contractor's performance.

9 11.2 SSA may use a variety of inspection methods to evaluate CONTRACTOR's  
10 performance, including, but not limited to:

11 11.2.1 Random sampling of program activities including a review of case files each  
12 month;

13 11.2.2 Activity checklists and random observations;

14 11.2.3 Inspect output items on a periodic basis as deemed necessary;

15 11.2.4 Monthly statistical reports;

16 11.2.5 Clients' complaints and/or Clients' questionnaires; and

17 11.2.6 Service provider complaints or reports.

18 11.3 When it is determined that services were not performed in accordance with this  
19 Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require  
20 a corrective action plan in addition to or in lieu of finding the CONTRACTOR in breach.  
21 CONTRACTOR shall, within the time period specified in any such corrective action plan, remedy  
22 the performance defects. This section does not limit ADMINISTRATOR's right to terminate  
23 pursuant to Paragraph 41.

24 11.4 CONTRACTOR must cooperate with ADMINISTRATOR in providing the  
25 information necessary for monitoring this Agreement, and with authorized State or federal  
26 representatives who may audit services.

27 11.5 Performance evaluation meetings shall be conducted as deemed necessary by  
28 ADMINISTRATOR.



1           12. HANDLING COMPLAINTS

2           12.1   CONTRACTOR shall develop, operate, and maintain procedures for receiving,  
3           investigating, and responding to complaints.

4           12.2   CONTRACTOR shall maintain a log for identification and response to complaints.  
5           When complaints cannot be resolved informally, a system of follow-through shall be instituted.  
6           Responses to complaints should occur within two (2) business days, unless otherwise authorized  
7           by ADMINISTRATOR.

8           12.3   When CONTRACTOR believes any complaint may have legal implications for  
9           CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to  
10          ADMINISTRATOR prior to responding to the complaint.

11          12.4   CONTRACTOR shall provide to COUNTY, in a form approved by COUNTY,  
12          information pertaining to complaints, as well as CONTRACTOR's response to any complaints as  
13          described above within ten (10) business days of the complaint, except as provided for in  
14          Subparagraph 12.3. CONTRACTOR shall provide a summary of all complaints as prescribed and  
15          on a format approved by COUNTY. Complaints include, but are not limited to, complaints from  
16          Clients, other contract service providers, community organizations, and the public.

17          13. OUTSIDE CONTACTS

18          13.1   CONTRACTOR shall immediately inform SSA of any inquiry from an elected  
19          official, their representative, Client advocate, or the press, and immediately provide information  
20          in order to permit SSA to respond.

21          13.2   CONTRACTOR will consult with SSA prior to initiating contact with a Client  
22          advocate or the press. CONTRACTOR will inform SSA prior to initiating contact with an elected  
23          official or their representative.

24          14. COORDINATION

25          14.1   CONTRACTOR shall jointly host regular coordination meetings with COUNTY  
26          and CONTRACTOR's staff to coordinate procedures, review program operations, and solve  
27          problems.

28          15. FACILITIES

1           15.1 CONTRACTOR shall provide its own facility for CONTRACTOR's  
2 administrative functions and programmatic functions of administering the HSP Services.  
3 CONTRACTOR will be expected to provide its own facilities for meeting with Clients; however,  
4 COUNTY facilities may be available for joint meetings with CONTRACTOR staff, SSA direct  
5 line staff and the Client.

6           15.2 CONTRACTOR's facilities shall be safe, clean structures and maintained in  
7 compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they  
8 now exist or may be subsequently amended. CONTRACTOR shall provide all repair,  
9 maintenance, and janitorial services to all premises on a five (5) day per week basis, subject to the  
10 satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair, maintenance,  
11 and janitorial services to the premises, COUNTY may notify CONTRACTOR in writing. Failure  
12 to comply will result in termination of this Agreement.

#### 13 16. QUALITY ASSURANCE AND QUALITY CONTROL

14           16.1 CONTRACTOR shall be required to establish and utilize a comprehensive Quality  
15 Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program  
16 service and quality. The Quality Control Plan shall be effective on the effective date of this  
17 Agreement and submitted within thirty (30) days of the effective date of this Agreement. The  
18 Quality Control Plan shall be updated and resubmitted for ADMINISTRATOR approval when  
19 changes occur.

20           16.2 The Quality Control Plan shall include, but not be limited to, the following:

21                   16.2.1 A method for ensuring the services, deliverables, and requirements defined  
22 in this Agreement are being provided at or above the level of quality per this Agreement;

23                   16.2.2 A method for assuring that the professional staff rendering services under  
24 this Agreement have the necessary qualifications;

25                   16.2.3 A method for identifying and preventing deficiencies in the quality of  
26 service;

27                   16.2.4 A method for providing ADMINISTRATOR with a copy of  
28 CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve

1 identified problems;

2 16.2.5 Items and areas to be inspected on either a scheduled or unscheduled basis,  
3 how often inspections shall be accomplished, and the title of the individual(s) who shall perform  
4 the inspections;

5 16.2.6 Specific methods for identifying and preventing deficiencies in the quality  
6 of service performed, before the level of performance becomes unacceptable;

7 16.2.7 Maintenance of a file of all inspections conducted by CONTRACTOR and,  
8 if necessary, the corrective action taken; and

9 16.2.8 Method for continuing services in the event of a strike by CONTRACTOR's  
10 employees or a natural disaster.

11 17. BUSINESS CONTINUITY PLAN

12 17.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that  
13 identifies how CONTRACTOR will continue to provide services after a business interruption,  
14 including, but not limited to, a strike by the CONTRACTOR's employees or a natural disaster.

15 17.2 CONTRACTOR shall submit the BCP which will include a Disaster Preparedness  
16 and Response Plan to ADMINISTRATOR within thirty (30) days of the effective date of this  
17 Agreement.

18 17.3 The Disaster Preparedness and Response Plan will include, but not be limited to,  
19 the following:

20 17.3.1 Evacuation protocols and procedures that include the CONTRACTOR's  
21 responsibility for the safety, relocation, and tracking of all Clients in its care during any disaster  
22 event.

23 17.3.2 Notification to be made to ADMINISTRATOR with regard to Clients'  
24 welfare, including the provision of on-site emergency contact information.

25 17.3.3 Protection and recovery of Clients' records.

26 17.3.4 Disaster response training for staff.

27 17.3.5 Maintenance and review of plan at regular intervals.

28 18. SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH

1           18.1 CONTRACTOR shall notify ADMINISTRATOR by telephone (voicemail is not  
2 acceptable) immediately, but no later than twenty-four (24) hours after CONTRACTOR becoming  
3 aware of any serious illness, accident/injury, hospitalization, or death of any Orange County Social  
4 Services Agency Client in CONTRACTOR's care. This verbal report shall be followed by a  
5 Special Incident Report (SIR) on a form approved by ADMINISTRATOR within twenty-four (24)  
6 hours after such serious illness, accident/injury, hospitalization, or death.

7           18.2 The verbal and written reports shall include, but not be limited to:

8                   18.2.1 The name of the Client and date of birth;

9                   18.2.2 The date, time, and location of serious illness, accident/injury,  
10 hospitalization, or death; and

11                   18.2.3 The program under which the Client was receiving services; the name or  
12 names of each person involved (first and last name) with knowledge of the event and their  
13 role/relationship to Client; and a summary of the circumstances thereof.

#### 14 19. TRAINING

15           19.1 CONTRACTOR's staff directly serving Clients and first line supervisors shall be  
16 thoroughly familiar with the most current versions CalWORKs service delivery model contained  
17 in the current Orange County CalWORKs Plan; COUNTY policies and related instructions;  
18 COUNTY data systems, including service delivery and payment systems; welfare fraud and child  
19 abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance  
20 requirements.

21           19.2 CONTRACTOR shall be required to attend training(s) and/or meetings that the  
22 COUNTY determines to be mandatory, and provide CONTRACTOR staff with ongoing training  
23 and assistance to ensure that contract deliverables are met.

24           19.3 CONTRACTOR shall ensure that CONTRACTOR's staff receives training in  
25 understanding the cultural differences among groups of Clients, and recognizes and effectively  
26 intervenes to overcome any language and/or cultural barriers to employment.

27           19.4 CONTRACTOR shall maintain a log of in-house training activities and Clients.  
28 This log shall be made available to COUNTY, upon request.

20. BUDGET

The budget for services provided for HSP Services pursuant to this Agreement is set forth as follows:

**Annual Budget for the period of July 1, 2019 – June 30, 2020**

<u>Salaries and Benefits</u>	<u>FTE</u> <sup>(1)</sup>	<u>Maximum Hourly Rate</u> <sup>(2)</sup>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u> <sup>(3)</sup>			
Housing Developer	2.0	20.00	\$ <u>83,200</u>
SUBTOTAL DIRECT SERVICE SALARIES			\$ 83,200
DIRECT SERVICE BENEFITS <sup>(4)</sup> (24% TOTAL)			<u>19,968</u>
TOTAL DIRECT SALARIES AND BENEFITS			\$ 103,168
<u>ADMINISTRATIVE POSITIONS</u> <sup>(5)</sup>			
Program Manager	1.00	24.00	49,920
Case Manager <sup>(5)</sup>	1.0	20.00	41,600
Director of Finance & HR	0.10	33.00	6,864
HR Administrator	0.10	20.00	4,160
Accounting Assistant	0.20	22.00	<u>9,152</u>
Manager of Housing	0.24	27.00	<u>13,478</u>
Referral Coordinator	1.00	19.00	<u>39,520</u>
CFO	0.10	76.92	<u>16,000</u>
COO	0.10	74.52	<u>15,500</u>
SUBTOTAL ADMINISTRATIVE SALARIES			\$ 196,194
ADMINISTRATIVE SERVICE BENEFITS <sup>(4)</sup> (24% TOTAL)			<u>47,087</u>
TOTAL ADMINISTRATIVE SALARIES AND BENEFITS			\$ <u>243,281</u>
<b>TOTAL ALL SALARIES AND BENEFITS</b>			<b>\$ 346,449</b>
<u>SUPPLIES</u>			
Office Expenses			\$ 2,000
Program Expense			2,000
Telephone			2,000
Mileage/Travel <sup>(6)</sup>			<u>1,000</u>
SUBTOTAL SUPPLIES			\$ 7,000
<u>DIRECT FINANCIAL ASSISTANCE</u>			
Security Deposit Assistance			\$ 120,000
Home Furnishing Assistance			59,551

1	Moving Costs	2,000
2	Short-Term Assistance <sup>(7)</sup>	100,000
3	Medium-Term Assistance <sup>(8)</sup>	<u>\$ 360,000</u>
4	<b>SUBTOTAL DIRECT FINANCIAL ASSISTANCE</b>	<b><u>\$ 641,551</u></b>
5	<b><u>OPERATING EXPENSES</u></b>	
6	Utilities	\$ 3,000
7	Insurance	2,000
8	Facilities Rental/Lease	<u>0</u>
9	Maintenance	<u>0</u>
10	<b>SUBTOTAL OPERATING EXPENSES</b>	<b>\$ 5,000</b>
11	<b>TOTAL SUPPLIES, DIRECT FINANCIAL ASSISTANCE, AND OPERATING EXPENSES</b>	<b>\$ 653,551</b>
12	<b>TOTAL LINE ITEM BUDGET</b>	<b>\$ 1,000,000</b>
13	<b>MAXIMUM OBLIGATION FOR JULY 1, 2019 TO JUNE 30, 2020</b>	<b>\$ 1,000,000</b>

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

(2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

(3) Direct Service positions are defined as those staff that provides face to face contact with Clients. All direct staff positions are to be compensated hourly. For budget funding purposes, direct staff positions do not include case management positions.

(4) Employee Benefits include contributions to health insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates.

(5) Administrative costs are defined as those costs not solely related to direct services to Clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than forty percent (40%) of total gross program

1 costs. The cost of case management staff/functions is to be included in the forty percent (40%)  
2 administrative cost limit.

3 (6) Mileage is limited to the amount allowed by IRS and travel and costs for training are part  
4 of funds provided through this Agreement. Travel costs will be in accordance with 41 CFR Chapter  
5 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved  
6 in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual expenses of  
7 lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel Allowances.  
8 CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals and incidental  
9 expenses incurred during travel, up to the maximum allowed in CFR 41 Chapter 301, Travel  
10 Allowances.

11 (7) Short-Term Assistance is for up to three (3) months per household or additional time at  
12 ADMINISTRATOR’s discretion.

13 (8) Medium-Term Assistance is for up to six (6) months per household, or additional time  
14 at ADMINISTRATOR’s discretion.

15 20.1 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
16 notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE  
17 positions without changing COUNTY’s maximum obligation as stated in Subparagraph 20.1 of  
18 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in  
19 accordance with Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces  
20 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and  
21 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as  
22 set forth in this Exhibit.

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