

CONTRACT #16-22-0037-PS

BETWEEN

COUNTY OF ORANGE

AND

MERCY HOUSE LIVING CENTERS, INC.

FOR

PUBLIC SERVICES

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

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

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County of Orange
OC Community Resources
22-0037-PS

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FY 2016-18 2018-29 Contract PS

Mercy House Living Centers, Inc.
Contract #1618-

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~~Exhibit 1 — County of Orange Child Support Enforcement Certification~~
~~Exhibit 2 — OC Community Resources Contract Reimbursement Policy~~
~~Exhibit 3 — Drug-Free Workplace~~
~~Exhibit 4 — Disclosure of Lobbying Activities Form LLL~~

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

RECITALS

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

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

- 1. HUD: United States Department of Housing and Urban Development.
- 2. OC COMMUNITY RESOURCES (OCGR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.

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~~3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.~~

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~~4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.~~

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~~5. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.~~

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~~6. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)~~

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~~7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.~~

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~~8. OMB: Federal Office of Management and Budget.~~

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~~9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing related activities.~~

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~~10. CDBG: 24 CFR Part 570 Community Development Block Grant the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.~~

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~~11. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.~~

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~~12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)~~

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~~13. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.~~

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~~14. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY if any one criteria applies, a substantial amendment will be required:~~

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~~14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;~~

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~~14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or~~

~~14.3 An increase in the amount of Federal Community Planning Development funds allocated to an existing activity when the following apply:~~

~~14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or~~

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~~14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.~~

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~~15. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.~~

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ARTICLES

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Additional Terms and Conditions:

~~1. Scope of Services: This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".~~

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~~2. Term of CONTRACT: This CONTRACT shall be effective from December 14, 2016 through June 30, 2018, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing.~~

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~~2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning December 14, 2016. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2018.~~

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~~2.2 This CONTRACT may be renewed on the same terms, conditions, and scope of services upon mutual written agreement by the COUNTY and SUBRECIPIENT and upon Board of Supervisors approval as appropriate.~~

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~~3. Contingency of Funds: SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.~~

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~~3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.~~

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~~4. Fiscal Appropriations: This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.~~

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~~5. — Adjustments — Scope of Services: No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.~~

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~~6. — Changes/Extra Work: The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.~~

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

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

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

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~~Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach; Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.~~

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

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~~9. — Conflict of Interest — SUBRECIPIENT's Personnel: The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub tier SUBRECIPIENTs; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.~~

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

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

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~~10. Conflict of Interest COUNTY Personnel: The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.~~

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~~11. Consulting Contract Follow-On Work: No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.~~

~~12. Contingent Fees: The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.~~

~~For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.~~

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~~13. Bankruptcy/Insolvency: If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.~~

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~~14. SUBRECIPIENT's Project Manager and Key Personnel: SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there be a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.~~

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~~15. Data - Title To: All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.~~

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~~16. County Of Orange Child Support Enforcement: In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:~~

~~16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;~~

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~~16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;~~

~~16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and~~

~~16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.~~

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

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~~17. EDD Independent SUBRECIPIENT Reporting Requirements:~~

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

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

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~~18. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY's needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT's supplier(s). Additional profit margin as a result of~~

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supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.

19. SUBRECIPIENT's Responsibilities: The SUBRECIPIENT shall:

19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.

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20. Business License: At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.

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21. Substantial Amendments:

21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.

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21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a "Non-Substantial Amendment". In the event that any of these "administrative" reprogramming actions fall under the "Substantial Amendment" criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

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22. Payment Requirements:

22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B. Compensation/Payment to SUBRECIPIENT attached hereto and incorporated herein by reference.

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22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.

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22.3 Payment of Project Activities:

22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on January 1, 2017, and must provide adequate documentation as required by COUNTY in accordance with the OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY, as set forth in Exhibit 2, attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report ("GPR INFORMATION FORM") for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.

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22.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

22.3.3 Upon the COUNTY's issuance of the certificate of occupancy to the Year Round Emergency Shelter facility, the "Minimum Required Expenditure Threshold" criteria shall be established to guide SUBRECIPIENT in structuring and scheduling its expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds shall be

~~consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.~~

~~22.3.4 SUBRECIPIENT will have forty five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.~~

~~22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 32 of this CONTRACT.~~

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~~**23. Program Income**~~

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

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~~23.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.~~

~~23.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.~~

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~~23.4 SUBRECIPIENT shall complete and submit a Year End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.~~

~~**24. Performance:**~~

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~~24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.~~

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~~24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 33 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population served analysis (i.e., extremely low income persons, very low income persons, and low income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.~~

~~24.3 Upon the COUNTY's issuance of the certificate of occupancy to the Year Round Emergency Shelter facility, the "Performance Threshold" criteria shall be established to assess the level of performance of the SUBRECIPIENT, including Attachment A. Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.~~

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~~24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.~~

~~24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and~~

~~Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project related expenditures and accomplishments relative to the SCOPE OF SERVICES, as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.~~

~~24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., SCOPE OF SERVICES, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.~~

~~24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.~~

~~24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.~~

~~**25. Performance Monitoring:**~~

~~25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.~~

~~25.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.~~

~~25.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in paragraph 28 of this CONTRACT.~~

~~**26. Disputes – CONTRACT:**~~

~~26.1 The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:~~

~~26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.~~

~~26.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the~~

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~~amount requested accurately reflects the CONTRACT adjustment for which the SUBRECIPIENT believes the COUNTY is liable.~~

~~26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT's failure to diligently proceed shall be considered a material breach of this CONTRACT.~~

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

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

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

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

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~~28.1 Stop work as specified in the notice of termination;~~

~~28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;~~

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~~28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;~~

~~28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;~~

~~28.5 Complete performance of the work not terminated; and~~

~~28.6 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.~~

~~At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.~~

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

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

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

~~28.7 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and~~

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~~28.8 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.~~

~~The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.~~

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~~The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.~~

~~In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:~~

~~28.9 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;~~

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~~28.10 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and~~

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~~28.11 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.~~

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

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~~The COUNTY may:~~

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

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

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

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

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

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~~**31. Federal Administrative Requirements:**~~

~~**31.1 Financial Management:**~~

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

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~~31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.~~

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~~**31.2 Civil Rights**~~

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~~Compliance~~

~~31.2.1 SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of~~

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1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

31.2.2 Rehabilitation Act

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

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31.2.3 Nondiscrimination in Employment and Contracting

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

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31.3 Drug-Free Workplace:

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

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31.3.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

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

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31.3.2.1 The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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31.3.3.3 The SUBRECIPIENT has made false certification, or

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

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

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

31.6 Employment Restrictions:

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

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

~~31.6.3 **Employee Rights**~~

~~Federal Minimum Wage~~

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

~~31.6.4 **California Minimum Wage**~~

~~31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.~~

~~31.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.~~

~~31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).~~

~~31.9 **Anti-Lobbying:** SUBRECIPIENT certifies that:~~

~~31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and~~

~~31.9.2 SUBRECIPIENT will complete and submit Standard Form LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and~~

~~31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and~~

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~~CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.~~

~~31.10 Audits: If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133 Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates. Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program. SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 - June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.~~

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~~31.11 Economic Opportunities~~

~~31.11.1 Compliance~~

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

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

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

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~~The SUBRECIPIENT agree to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT's commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the~~

~~qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.~~

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

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

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

~~**32. Environmental Conditions:**~~

~~32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.~~

~~32.2 SUBRECIPIENT shall incur no costs for any project related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.~~

~~32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.~~

~~32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:~~

~~32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.~~

~~32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.~~

~~32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.~~

~~32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.~~

~~32.6 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part 1 of the California Code of Regulations~~

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~~(AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.~~

~~**33. General Administration:**~~

~~33.1 Fair Housing: SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.~~

~~33.2 Grantor Recognition: SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.~~

~~33.3 Records to be Maintained: SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:~~

- ~~33.3.1 Records providing a full description of each activity undertaken;~~
- ~~33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;~~
- ~~33.3.3 Records required to determine the eligibility of activities;~~
- ~~33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;~~
- ~~33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;~~
- ~~33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and~~
- ~~33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.~~
- ~~33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.~~

~~**33.4 Client Data**~~

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

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

~~33.5 Property Records: SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold pursuant to this CONTRACT.~~

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Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.

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

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

~~33.8 Subcontracts:~~

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

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

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

~~33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.~~

~~34. News/Information Release: The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.~~

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~~35. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.~~

For COUNTY: County of Orange

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OC Community Services

Housing & Community Development

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1300 South Grand Avenue, Building "B" 3rd Floor

Santa Ana, CA 92705 4407

For SUBRECIPIENT: Mercy House Living Centers, Inc.

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P.O. Box 1905

Santa Ana, CA 92702

~~36. Ownership of Documents: The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT.~~

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All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.

~~37. **Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.~~

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~~38. **Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.~~

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

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

~~**General Terms and Conditions:**~~

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~~A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.~~

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~~B. **Entire CONTRACT:** This CONTRACT, including Attachments A, B, C, D, and E, and Exhibits 1, 2, 3, and 4, which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or~~

~~binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTs by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent."~~

~~G. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.~~

~~D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.~~

~~E. **This paragraph was intentionally left blank.**~~

~~F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.~~

~~G. **Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.~~

~~H. **This paragraph was intentionally left blank.**~~

~~I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-~~

~~contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.~~

~~J. **Non-Discrimination:** In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTs to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of~~

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~~such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.~~

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~~K. Termination: In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.~~

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~~L. Consent to Breach Not Waiver: No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.~~

~~M. Remedies Not Exclusive: The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.~~

~~N. Independent Contractor: SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.~~

~~O. Performance: SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.~~

~~P. Insurance:~~

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~~**Insurance Provisions**~~

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

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

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

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

~~_____Qualified Insurer~~

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

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

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

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

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Network Security and Privacy Liability	\$1,000,000 per claims made
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Required Coverage Forms

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

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

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Required Endorsements

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

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~~1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~_____ *COUNTY has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a CONTRACT, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. COUNTY will forward these documents to Ebix RCS on SUBRECIPIENT's behalf. Ebix RCS may contact SUBRECIPIENT to advise SUBRECIPIENT of deficiencies and request corrected documents. SUBRECIPIENT shall cooperate with Ebix RCS's request for information or corrections in order for COUNTY to continue this CONTRACT through expiration date.~~

~~Q. **This paragraph was intentionally left blank.**~~

~~R. **Changes:** SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.~~

~~S. **This paragraph was intentionally left blank.**~~

~~T. **Force Majeure:** SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.~~

~~U. **Confidentiality:** SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY related records and information pursuant to all statutory laws~~

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~~relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.~~

~~V. **Compliance with Laws:** SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.~~

~~W. **This paragraph was intentionally left blank.**~~

~~X. **Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.~~

~~Y. **This paragraph was intentionally left blank.**~~

~~Z. **Terms and Conditions:** SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.~~

~~AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.~~

~~BB. **Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.~~

~~CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.~~

~~DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.~~

~~EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and~~

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~~is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the parties and this CONTRACT.~~

~~FF. **Authority:** The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.~~

~~GC. **Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The~~

~~SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTS performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTS for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.~~

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~~HH. **Indemnification:** SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

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~~II. **Audits/Inspections:** SUBRECIPIENT agrees to permit the COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of SUBRECIPIENT for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.~~

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

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

~~Should the SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager. If federal funds are utilized, as specified, Section 31.10 of this CONTRACT shall also apply.~~

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

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

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____ Dated: _____

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

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

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~~COUNTY OF ORANGE~~

~~A Political Subdivision of the State of California~~

By: _____ Date: _____

Steve Franks, Director

OC Community Resources

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~~APPROVED AS TO FORM
COUNTY COUNSEL~~

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By: _____

Date: _____

DEPUTY COUNTY COUNSEL

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CONTRACT # 18-22-0037-PS

FOR

Year Round Emergency Shelter/Multi-Service Center Program
Bridges at Kraemer Place

BETWEEN

COUNTY OF ORANGE

AND

MERCY HOUSE LIVING CENTERS, INC.

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ATTACHMENTS

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

EXHIBITS

- Exhibit 1 – OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification

Contract # 18-22-0037-PS
with
Mercy House Living Centers, Inc.
for
Year Round Emergency Shelter/Multi-Service Center Program – Bridges at Kraemer Place

This Contract # 18-22-0037-PS for Public Services – Year Round Emergency Shelter/Multi-Service Center Program – Bridges at Kraemer Place (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Mercy House Living Centers, Inc., a non-profit corporation in the State of California, DUNS Number 879797165, with a place of business at P.O. Box 1905, Santa Ana, CA 92702 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

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

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

RECITALS

WHEREAS, Contractor and County are entering into this Contract for the Year Round Emergency Shelter/Multi-Service Center Program – Bridges at Kraemer Place under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide the services/activities as further set forth in the Scope of Services, attached hereto as Attachment A; and

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

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

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

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for the Year Round Emergency Shelter/Multi-Service Center Program – Bridges at Kraemer Place with the Contractor to carry out certain program services and activities for the Fiscal Year 2018-2019.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

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

the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

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

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

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

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

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

Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Employee Dishonesty (if applicable)	\$100,00 per occurrence (limit Commensurate with exposure)

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

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

If Contractor's Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may

be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions

hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records,

reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** This Contract shall commence on July 1, 2018 and continue through June 30, 2019, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$1,800,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.
5. **Amendments - Changes/Extra Work:**
The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope or price of the Contract.

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

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

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

7. Conditions Affecting Work:

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

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

9. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

10. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

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

12. Project Manager, County:

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

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in

the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

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

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

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

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

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

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

18. **Disputes – Contract:**

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

1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this

Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

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

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

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

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

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the

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

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

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

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

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

24. **Access and Records:**

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

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

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

25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
26. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not

discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.
31. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

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

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

For Contractor:

Mercy House Living Centers, Inc.
P.O. Box 1905
Santa Ana, CA 92702
Attn: Chief Executive Officer

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

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Program Specific Terms and Conditions:

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

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

- A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Contractor attached hereto and incorporated herein by reference.
- B. County will reclaim any unused balance of funds for reallocation to other County approved projects.
- C. Payment of Project Activities:
 - 1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on August 1, 2018, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.
 - 2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
 - 3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.
- E. Eligible costs related to services provided by Contractor must be incurred during the period beginning July 1, 2018. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including June 30, 2019.
- F. ADVANCE - Notwithstanding Paragraph 40.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County may advance to Contractor a portion of County’s maximum obligation hereunder. Project Manager shall reduce the amount of monthly payments in the third, fourth, and fifth months by an equal amount of any advance payment, under Paragraph 40.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the

total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

41. **Modification of Budget:** Upon written approval of County shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

42. **Performance:**

Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.

43. **Drug-Free Workplace:**

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

44. **Publicity, Literature, Advertisements, and Social Media:**

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - 1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
 - 2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 - 3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by County; and,
 - 4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this

Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

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

Mercy House Living Centers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

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

County of Orange

A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: _____

Dated: _____

Deputy County Counsel

ATTACHMENT A**SCOPE OF SERVICES****1. Scope of Services Summary****A. Activities**

~~OPERATOR~~~~CONTRACTOR~~ shall perform all services set forth in the program description and will be responsible for administering program funded with federal, state and local funds, described as follows, in a manner satisfactory to the COUNTY and consistent with any required funding standards. All work shall be performed in accordance compliance with all latest applicable codes, standards, and regulations and guidelines established in the Year Round Emergency Shelter/Multi-Service Center Management, Operations and Public Safety Plan (MOPSP).

~~The OPERATOR~~~~CONTRACTOR~~ will ~~work with the County team to facilitate the successful rehabilitation of the facility located at 1000 N. Kraemer Place, Anaheim for a year round emergency shelter and multi-service center ("FACILITY"). Once the lease is executed, the OPERATOR~~ will operate and provide year round emergency shelter for 200 homeless individuals 365 days a year accessible to shelter residents 24/7. In addition, the ~~PROGRAM~~ FACILITY will include a multi-service center available to homeless clients by the same ~~OPERATOR~~~~CONTRACTOR~~ with a range of on-site programs and services provided by community partners on an in-kind basis.

The ~~OPERATOR~~~~CONTRACTOR~~ of the Year Round Emergency Shelter/Multi-Service Center will be responsible to maintain and operate the ~~program~~PROGRAM FACILITY per the terms and conditions in the ~~funding agreement(s)~~CONTRACT and lease with the ~~County~~COUNTY. ~~The OPERATOR~~~~CONTRACTOR~~ will be required to, at a minimum, comply with the Year Round Emergency Shelter/Multi-Service Center Management, Operations, and Public Safety Plan (MOPSP). All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

Commented [LK1]: Added 'in the' back in to the sentence

Commented [FC2]: This sentence is missing words.

The ~~selected~~ ~~OPERATOR~~~~CONTRACTOR~~ of the Year Round Emergency Shelter/Multi-Service Center will be expected to:

1. Enter into a yearly operational ~~and funding agreement~~CONTRACT with the ~~County~~COUNTY to operate and provide services associated with the Year Round Emergency Shelter/Multi-Service Center. in compliance with the

~~Year Round Emergency Shelter/Multi-Service Center Management, Operations and Public Safety Plan.~~

- 2. Enter into a long-term lease agreement with the ~~County~~COUNTY for the Year Round Emergency Shelter and Multi-Service Center. The lease shall be for twenty (20) years with two (2) ~~additional ten (10)-year renewals based upon performance extension periods on the same terms and conditions of the lease unless the COUNTY or CONTRACTOR gives the other written notice of its intention to not extend the lease.~~

Commented [FC3]: Is this language consistent with the terms of the lease -please make sure that it is.

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

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

B. Program Description Summary

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

The ~~OPERATOR~~CONTRACTOR will be responsible for the day to day operation of the ~~FACILITY~~PROGRAM on an ongoing basis and will be required to ~~comply adhere to the guidelines established in the MOPSP with the Year Round Emergency Shelter/Multi-Service Center~~ MOPSP.

~~The OPERATOR shall perform all services set forth in the program description and will be responsible for administering the program funded with federal, State, or~~

~~local funds in a manner satisfactory to the COUNTY and consistent with all funding requirements. All work shall be performed in accordance with all latest applicable codes, standards, and regulations.~~

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

C. Eligible Participants/Population Served

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

Each client will be screened for sex offender and active felony warrant status before admission (screening will take place prior to the arrival at the shelter as part of the bed reservation system), as detailed in the "Admission Criteria and Procedures." Submitted to and approved by the COUNTY.

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D. Use of Funds

Funds will be used to support PROGRAM operations and coordination of support services for homeless clients within Orange County utilizing the County owned ~~f~~Facility at 1000 N. Kraemer Place, Anaheim ~~(FACILITY)~~ for a Year Round Emergency Shelter/Multi-Service Center for 200 residents by providing shelter, and a range of on-site programs and services 365 days/year, 7 days/week.

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E. Reporting

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

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

~~OPERATOR~~~~CONTRACTOR~~ must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and

close-out reports. OPERATORCONTRACTOR must input the collected data no more than seven (7) calendar days after date of program entry. Services rendered to clients must be entered into HMIS within seven (7) calendars days from date of service. All clients who exit from Program must have updated status in HMIS with seven (7) calendar days of the actual exit date

2. Description of Program

The OPERATORCONTRACTOR will be part of the County-COUNTY team to facilitate the successful operations and administration rehabilitation and conversion of the PROGRAM FACILITY located at 1000 N. Kraemer Place, Anaheim for a year round emergency shelter and multi-service center. Once the lease is executed, the OPERATORCONTRACTOR will operate a year round emergency shelter for 200 residents providing shelter 365 days a year accessible to the shelter residents 24/7. In addition, the PROGRAM FACILITY will include a multi-service center available to homeless clients with a range of on-site programs and services provided by community partners.

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

30 (thirty) of the 200 beds will be reserved for homeless clients of the County of Orange’s Health Care Agency -Adult and Older Behavioral Health (HCA AOABH.) These clients are diagnosed with a serious and persistent mental illness and receive psychiatric and case management services from HCA. Reservations for these beds will be coordinated through HCA AOABH Residential Services Office (RSO.)

Clients can enter either through HCA AOABH or directly. If clients are being referred by RSO a referral form and required Releases of Information will be faxed to facility Bridges programCONTRACTOR staff. In the event a client arrives without prior notice facility staff will verify eligibility for the HCA bed with RSO, who will then request completion of the necessary forms. In the event all 30 RSO beds are not reserved by 5:00 PM they can be released for use by a non- HCA participant.

Commented [FC4]: Or directly, through what mechanism?

Commented [LK5]: Meaning clients don't have to enter through referral by HCA

Facility ProgramCONTRACTOR staff will provide daily reports of bed occupancy and other relevant information related to client program participation and significant events, and a monthly summary to RSO. Facility-CONTRACTOR staff will also report the destination of exiting staff to RSO staff. HCA referrals will have access to all services available at the Year Round Emergency Shelter/Multi-Service Center Facilityshelter and multi service center.

Medication will be stored, accessed, and dispensed in accordance with the guidelines established in the MOPSP and HCA requirements.

~~Program staff will maintain custody of medications HCA residents bring in by securing them in a locked storage container and will provide access to the medication by residents as needed. Program staff will advise RSO if an AOABH participant has neither medications nor a prescription~~

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upon entry, or if their supply is less than three days. The program staff will ensure that RSO participants have access to an appropriate pharmacy for filling medical prescriptions. And medication will be stored, accessed, and dispensed in accordance with the guidelines established in the MOPSP and HCA requirements.

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Commented [FC7]: You address storage and access above - are the two statements consistent?

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Commented [LK8]: Checking with HCA

Commented [FC9]: Within any particular timeframe?

Program CONTRACTOR Facility staff will advise RSO staff in the event a participant is exhibiting signs of behavioral disturbance such as conflict with others, responding to internal stimuli, withdrawal, or other potential indicators of psychiatric decompensation. Onsite AOABH staff are to be notified in this event to assist with assessment.

3. Description of Services

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

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

~~regulations.~~

~~Construction/Rehabilitation of Year Round Emergency Shelter/Multi-Service Center OPERATOR/CONTRACTOR will work with the County's Project Manager and design team to develop plans/specifications incorporating all required design standards which conforms to all applicable local, state and federal public building code requirements in accordance with the Management, Operations, and Public Safety Plan.~~

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

Throughout the term of the lease and contract, ~~OPERATOR/CONTRACTOR~~, at ~~OPERATOR/CONTRACTOR's~~ sole cost and expense will be required to keep and maintain the ~~Year Round Emergency Shelter/Multi-Service Center FACILITY shelter and multi-service center facility~~ and any and all improvements in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects in accordance with the Lease and ~~the guidelines established in the MOPSP.~~

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4. Operation of Year Round Emergency Shelter/Multi-Service Center

A. Administrative Management Tasks

~~OPERATOR/CONTRACTOR~~ will:

1. Develop and submit a Staff Responsibility Matrix including any volunteer monitoring, if applicable and staff coordination.
2. Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Program. The plan should include staffing, volunteers, meals, security, janitorial, support services.
3. Develop and submit program policies and procedures for operation and maintenance of shelter that includes program documentation manual and forms.
4. Develop and submit a Social Services program plan. To the extent possible, recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the Housing and Community Development/Homeless Prevention Program Manager.
5. Be "on-call" 24/7 to the COUNTY Program Manager and related staff for emergencies. An emergency contact list will be maintained and distributed to include 24-hour emergency phone numbers.

- 6. Establish provision for:
 - [Meals for shelter residents](#)
 - [Janitorial services or staff](#)
 - [Uniformed and licensed security services](#)
 - [Transportation](#)
 - [Laundry services](#)
 - [Telephones](#)
 - [Dumpster and trash pick-up](#)
 - [Showers](#)
 - [Support services \(to the extent possible\)](#)
 - [Daytime activities](#)

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~~6-7.~~ Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the sites.CONTRACTOR

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~~7-8.~~ Review all billings and assure payments of sub-OPERATORCONTRACTOR ~~s~~contractors.

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~~8-9.~~ Track program costs.

~~9-10.~~ Provide training to [staff](#), vendors, security personnel, community groups and volunteers, as needed and appropriate.

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~~10-11.~~ Schedule site management and security coverage for a 24/7 operational schedule.

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~~12.~~ Complete report on activities, [including but not limited to](#) unduplicated individuals served, [length of stay, housing placements, bed nights](#) and costs of operation, as requested by CountyCOUNTY.

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~~11.~~

~~14.~~ OPERATORCONTRACTOR is responsible for completion and payment of all [needed site repairs](#).

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~~12-15.~~ Coordinate with HCD/HP, other CountyCOUNTY agencies and community-based organizations, as necessary and appropriate.

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B. Site Management Tasks

OPERATORCONTRACTOR will:

1. Provide supervision of the homeless clients including intake, registration, access to shelter services and amenities including sleeping areas, laundry, medical, and the scheduling of meals, showers, and other personal services

as needed.

2. To the extent possible, provide services to the homeless clients, such as personal care needs and referral service, etc.
3. Take appropriate action for medical/mental health emergencies.
4. Provide trained security personnel for the safety of clients and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc.
5. Provide janitorial services or staff to clean and disinfect all areas of the facility including all areas utilized by clients, shelter, multi-service center, and office space and keep a schedule for regular facility maintenance and cleaning. Cleaning includes sweeping the floor, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.
6. Complete a log of activities for each night, including number of clients served, referrals made, and incidents reported by security and site ~~m~~Managers with copies of the activity log and incident reports submitted to COUNTY. Total number of volunteers assisting the staff should be noted and include a description of the type of activities and services performed.
7. Maintain and incident log and record any incidents, issues or complaints that arise and forward the incident report to the County daily. Any significant issues will be reported to the County program manager immediately.

C. Program Administration/ Responsibilities

1. Year Round Emergency Shelter

~~OPERATOR~~CONTRACTOR will:

1. Maintain and operate the ~~Year Round Emergency Shelter program~~PROGRAM designed to provide access to safe shelter, basic needs, and access to support to move individuals out of homelessness and into permanent housing opportunities. The PROGRAM will provide clients access to a range of programs and supportive services at the Year Round Emergency Shelter/Multi-Service Center~~an on site Multi Service Center~~. Clients will be

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admitted with minimal requirements.

Coordinate access to PROGRAM through a reservation system. No walk-ins for the PROGRAM or services will be permitted. The PROGRAM will accommodate overnight sleeping for 200 individuals per evening. Access to the PROGRAM is provided 24 hours a day, seven days/week, 365 days a year.

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

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

Commented [FC10]: This seems duplicative of information contained on page 7, item 8.

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

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

days and reasons why the length of stay exceeded 30 days.~~with accountability to Advisory Boards.~~

5. Provide sleeping Areas/Beds to consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay. Additional cots and mats will be available on site to accommodate overflow issues, special needs populations, and respite care.

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

6. Provide Meals-breakfast, lunch, dinner and snacks for all clients in a central dining area.
7. Provide Hygiene Facilities-Hygiene facilities on-site including toilets, showers and laundry facilities. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the ~~OPERATOR~~~~CONTRACTOR~~ to clients as needed.

8. Provide Laundry/Towels for use at each location/site. Showers, clean towels and the laundering of the towels shall be part of the services provided to the homeless. The ~~OPERATOR~~~~CONTRACTOR~~ will coordinate laundry service for the towels and blankets used at the FACILITY at the Year Round Emergency Shelter/Multi-Service Center~~shelter and multi service center facility~~ in accordance with the provisions made by the ~~OPERATOR~~~~CONTRACTOR~~. It is the ~~OPERATOR~~~~CONTRACTOR~~'s responsibility to work with a vendor to make arrangements to provide laundry services and/or delivery of towels and blankets. ~~OPERATOR~~~~CONTRACTOR~~ shall bear the cost of providing laundry services and delivery.

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9. Provide Telephone-the ~~OPERATOR~~~~CONTRACTOR~~ will be authorized to install temporary phone lines at their own expense for ~~emergency shelter operations~~the PROGRAM. If ~~OPERATOR~~~~CONTRACTOR~~ determines cellular phones can be used in place of landline phones, the ~~OPERATOR~~~~CONTRACTOR~~ shall bear the cost of providing the cellular phones.

10. Provide Dumpsters/Trash Pick-Up- ~~OPERATOR~~~~CONTRACTOR~~ is responsible for dumpster and trash pick-up.

11. Provide Transportation-No walk-ups will receive shelter or Year Round Emergency Shelter/Multi-Service Center~~Multi-Service Center~~ access. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the

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“Transportation Policies” submitted to and approved by the COUNTY -in accordance with the guidelines established in the MOPSP. It is recommended that there be ~~a minimum of~~ three (3) designated locations that provide ample geographic range for those seeking shelter services in Orange County taking into consideration community impact and safety considerations. Locations will be selected by the host city/police department and/or in collaboration with neighboring police departments. ~~OPERATORCONTRACTOR~~ will not drop-off/pick-up other than at agreed upon locations.

12. Provide Safety and Security- the ~~OPERATORCONTRACTOR~~ will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. In accordance with the MOPSP, the security plan will include a multi-faceted approach involving screening for sex offenders and felons with open warrants, secured entrances, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms, cameras and lighting.
13. Provide Storage-All clients will have access to personal storage space and small storage locker for personal valuables. Additionally, a refrigerated storage area will be available to clients with medication needs.
14. Provide Daytime Program Activities-~~As a 24-hour Year Round Emergency Shelter Program, the Shelter~~ ~~OPERATORCONTRACTOR~~ will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:
 - Full access to service providers through appointments made at the Year Round Emergency Shelter/Multi-Service Center~~Multi-Service Center~~;
 - Life skills classes and workshops;
 - Indoor and outdoor recreational activities including exercise classes;
 - Access to onsite computer lab and study area.

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D. Employment and Housing Navigator Services

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

system and provide resources and support to the client during their stay, including access any and all services provided at the Year Round Emergency Shelter/Multi-Service Center~~Multi-Service Center~~.

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Together the Employment and Housing Navigator and the client will complete a Housing Plan to assist in securing permanent housing. Client's progress towards actions outlined in the Housing Plan will be documented in weekly meeting provide referrals to services in the Multi-Service Center or any community referrals as necessary. Outcomes of employment and housing services provided and received will be included in the monthly report to the County~~COUNTY~~.

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

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

- E. **Coordinated Entry System Integration-** ~~the The Shelter~~ PROGRAM will use the serve as a designated "Entry Point" of the Coordinated Entry System. The ~~OPERATOR~~~~CONTRACTOR~~ will include in its staffing plan designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT assessments. Employment and Housing Navigators will also assist PROGRAM clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module.
- F. **Goals and Outcomes-**The goals and outcomes for the PROGRAM will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act as well as the County of Orange~~COUNTY~~.

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

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

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Metrics tracked and reported to the County will include, but not limited to:

1. Total number of beds-total number of beds available each month for each household type.
2. Total unique households served-the total number of households served each month.
3. Total households entering shelter-the total number of new households who entered the shelter each month.
4. Total households exiting-the total number of households exiting to any destination -(by HMIS disposition codes) each month.
5. Total households exiting to a permanent housing destination (by HMIS disposition codes) each month.
Permanent housing may include private, unsubsidized housing; subsidized housing; permanent supportive housing; or housing shared with friends or family in a sustainable living situation (one that should not be categorized as “temporary”). Permanent housing does not include shelter, a transitional housing program, jail or prison, or a treatment facility.
6. Average length of shelter stay in days for all households exiting the shelter to any destination-the average number of days from entry into shelter to exit to any destination each month (add together the total number of days that each household who exited that month from date of shelter entry to date of exit divided this sum by the total number of households who exited each month).
7. Average length of shelter stay in days for all households exiting to a permanent housing destination-the average number of days from entry into shelter to exit to permanent housing each month (-add together the number of days that each household who exited to permanent housing that month from date of shelter entry to date of exit divided by the total number of households who exited to permanent housing each month.
8. Total household stayers (those households who entered in previous months and did not exit this month)-total number of households who entered in previous months who did not exit that month.
9. Average length of shelter stay in days for all stayer households -the average number of days households who entered shelter in previous months, but did not exit this month, (“stayer households”) remained in shelter.

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G. Admission and Criteria and Procedures –

~~OPERATOR~~~~CONTRACTOR~~ will develop and provide to the ~~County~~~~COUNTY~~ detailed Admission Criteria Procedures ~~which in accordance with the MOPSP and~~ includes policies and procedures for the following:

1. Client Rules and Guidelines
2. Identification Requirements
3. Screening Requirements
4. Bed Reservation System

- 5. New Clients
- 6. Day Leave and Returning Clients
- 7. Hours of Operation and Schedule
- 8. The PROGRAM is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather.

H. Overflow Management and Policies

It is anticipated that in the early stages of operation for the PROGRAM need and demand will outweigh the capacity of the 200 bed shelter. ~~OPERATOR~~~~CONTRACTOR~~ will develop and provide to the COUNTY a plan that include Overflow Management Policies designed to prevent and minimize overflow and capacity issues for the shelter and a Coordinated Service Delivery Plan for shelter diversion and redirection strategies in accordance with the MOPSP and includes homeless diversion and, coordination with family programs, coordination with transitional and bridge housing providers and other shelter programs.

I. Exit and Readmission Policy and Procedure

~~OPERATOR~~~~CONTRACTOR~~ will provide to the COUNTY Exit and Readmission Policies in accordance with the MOPSP.

H. Daytime Program Policies

Clients may, but are not required to, leave the ~~program~~~~PROGRAM~~ ~~FACILITY~~ during the day. The ~~OPERATOR~~~~CONTRACTOR~~ will encourage all clients to stay on-site make use of on-site services provided to them during the daytime. Access to bed areas will be limited throughout the day to encourage ~~Celients~~ will be encouraged to become active participants of the Program.

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

Morning shuttle times will be available to clients who desire to leave the ~~Year Round Emergency Shelter/Multi-Service Center~~~~FACILITY~~ for work or personal appointments. ~~SUBRECIPIENT~~~~CONTRACTOR~~ will provide to the COUNTY a transportation schedule and will track clients leaving and arriving to the shelter on the shuttle each day.

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If not utilizing the morning transportation services, clients are encouraged to stay at the ~~Year Round Emergency Shelter/Multi-Service Centers~~~~shelter and multi-~~

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~~service center.~~FACILITY. Clients will have access to daytime services through the Multi-Service Center’s partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the ~~FACILITY’s program~~PROGRAM’s recreational areas, lounge, computer lab, and designated outdoor spaces.

I. Multi-Service Center Program

All clients of the PROGRAM will have access to and will be encouraged to participate in services provided through the Year Round Emergency Shelter/Multi-Service Center~~Multi-Service Center.~~

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~~During Phase I,~~ Access to the Year Round Emergency Shelter/Multi-Service Center~~Multi-Service Center~~ will be limited to clients and/or graduates (individuals who stayed at shelter, remained in compliance and graduated to other shelter/housing) of the PROGRAM.~~This priority will be utilized when the shelter opens.~~ If after time, ~~in Phase II,~~ the Shelter ~~OPERATOR~~CONTRACTOR, the ~~County~~COUNTY, host City and ~~OPERATOR~~CONTRACTOR’s partners may consider the Year Round Emergency Shelter/Multi-Service Center ~~Multi-Service Center~~ a public benefit for the broader homeless community and/or the surrounding neighborhood community, they may open participation and access to a larger population with approval from the host City and County~~COUNTY concurrence.~~

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~~Phase II will only be approved with host City and County concurrence.~~

The Year Round Emergency Shelter ~~and~~ Multi-Service Center should include at a minimum the following baseline services

- Intake/Assessment/Case Management/Housing Navigation
- Crisis Evaluation – Mental Health
- On Site Centralized Intake
- Domestic Violence Services
- Beds on Site
- Health Clinic
- Transportation Services and Assistance
- Computers/Email
- Security
- Meals/Food
- Parking
- Homeless Prevention/Diversion Assistance
- Drug and Alcohol Treatment
- Crisis Evaluation – Referral Plan
- ~~Services for Children~~
- Commissary/Dining Hall

- ~~211~~
- Employment/Job placement
- Substance abuse treatment
- Mental Health Treatment
- Laundry
- Storage [\(on/off site\)](#)
- Information and Referral services [\(on/off site\)](#)
 - [Pet Kennel and Services](#)

In addition to the baseline services, the following are recommended:

- Respite Care Beds and Services
- Recreational Activities
- [Pet Kennel and Services](#)
- Clothing Donation and Distribution
- Electronic Charging Stations
- Bike Repair Services
- Police Substation
- Hair Salon and Services

J. Multi-Service Center Program Policies

The ~~OPERATOR~~~~CONTRACTOR~~ will provide to the ~~County~~~~COUNTY~~ Program Policies for Multi-Service Center Clients, Lead Agency Protocols, and Requirements for Service Providers inclusive of the following and in accordance with the [guidelines established in the MOPSP](#).

~~1. Multi-Service Center Clients~~

~~Access to the Multi-Service Center will be limited to clients and/or graduates of the Program who stayed at shelter, remained in compliance and graduated to other shelter/housing. This priority will be utilized when the shelter opens. However, if so agreed upon by ~~OPERATOR~~~~CONTRACTOR~~, County, and host City, access to the Multi-Service Center may also be broadened to include other homeless and/or low income populations. Phase II will only be approved with host City and County concurrence.~~

~~2.1. Lead Agency Protocols~~

The ~~OPERATOR~~~~CONTRACTOR~~ will recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to PROGRAM clients.

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The ~~OPERATOR~~~~CONTRACTOR~~ should ensure that the ~~Year Round Emergency Shelter/Multi-Service Center~~~~Multi-Service Center~~ has flexible hours to allow clients to come before or after work, or alternatively, on the weekends.

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Commented [CH12]: If the facility is open 24/7, why do the hours need to be flexible?

The ~~OPERATORCONTRACTOR~~ will also engage participation in and facilitate quarterly meetings of the ~~Service Partner Community~~ Advisory Board.

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~~3.2.~~ Requirements for Service Provider Partners

The ~~OPERATORCONTRACTOR~~ will coordinate service partners and will enter into a formal Memorandum of Understanding (MOU) between the ~~OPERATORCONTRACTOR~~ and service provider to participate.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients;
- Provide clients will access to transportation to fulfill their scheduled appointments, if needed;
- Ensure that all clients are aware of ~~the Year Round Emergency Shelter/Multi-Service Center Multi-Service Center~~ rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary;
- Agree to share service output and outcome information
- Communicate room reservation conflicts with ~~Multi Service Center assigned OPERATORCONTRACTOR staff Concierge~~ in advance;
- Respect, maintain and keep clean all areas of the ~~Year Round Emergency Shelter/Multi-Service Center Multi-Service Center~~;
- Respect and cooperate with Shelter ~~OPERATORCONTRACTOR~~ staff, other service providers and clients ;
 - ~~Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of the Multi-Service Center and Year Round Emergency Shelter Program.~~
 - ~~Participate in Community Advisory Board meetings and provide input to the improvement of the Year Round Emergency Shelter/Multi-Service Center Multi-Service Center and the Year Round Emergency Shelter Program.PROGRAM.~~
- Screen clients for eligibility (no sex offenses or felonies with open warrants will be allowed on-site). ~~(Phase II as well, if implemented)~~

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K. Good Neighbor Policy - Community Coordination and Communication

1. Communication and Coordination with Neighborhood, Businesses and Public

The ~~OPERATORCONTRACTOR~~ is responsible for communication with neighbors on an ongoing basis ~~and facilitate Community Forums in coordination with the CountyCOUNTY, as needed. Prior to commencement~~

~~of any services at the Year Round Emergency Shelter Program, the OPERATOR/CONTRACTOR will facilitate a number of Community Forums, as needed. The OPERATOR/CONTRACTOR will provide information about the program to the public in coordination with the County/COUNTY, including operational design plans, estimated date to begin and complete construction efforts on the project and when services will begin.~~

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

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

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

The OPERATOR/CONTRACTOR will establish media guidelines and ensure that the public is regularly updated on the progress and successes of the shelter program through various local media outlets in coordination with the County/COUNTY. All community and media contact will be made in concert with the County/COUNTY Media Representative.

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2. Communication and Coordination with Local Police and Fire Departments

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

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

- Security Officers stationed both on-site and at bus/shuttle locations;
- On-site Medical facilities to respond to medical needs of the clients;
- Creation of an on-site police substation, if desired;

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

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

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

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

Additionally, the ~~OPERATOR~~CONTRACTOR will be responsive to and provide support to the County Board of Supervisors and the City Council Members as needed ~~in coordination with the County~~COUNTY....

4. Policies for Community Involvement

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

5. Policies for Neighborhood Patrol

The ~~OPERATOR~~CONTRACTOR will organize, lead, and convene a Neighborhood Patrol weekly to monitor a 1/2-mile radius around the

shelter perimeter. The role of this patrol group is to site to collect litter, promote cleanliness, engage with neighbors, and enhance safety and cleanliness of the immediate vicinity.

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

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

L. Shelter Community Advisory Boards

The OPERATORCONTRACTOR, in accordance with the MOPSPconsultation with the Director of OCCR, will establish and maintain Shelter a Community Advisory Boards (CAB) to provide review of the operations of the Year Round Emergency Shelter ProgramPROGRAM and Year Round Emergency Shelter/Multi-Service CenterMulti-Service Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of the Year Round Emergency Shelter ProgramPROGRAM and Year Round Emergency Shelter/Multi-Service CenterMulti-Service Center.

1. Board CompositionComposition of Boards

The CommunityShelter Advisory Board s will represent different stakeholders and interests. be three distinct Boards representing different stakeholders and interests. The composition of these this three boards will include:

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1. ~~Community Advisory Board~~

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

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



2. ~~Client Advisory Board (no membership limits)~~

~~Open invitation to current shelter clients and graduates~~

c. ~~Service Partner Advisory Board (no membership limits)~~

~~Open invitation to all Multi-Service Center partners~~

~~2.~~ 2. Meeting Schedule

~~The Community All three Shelter Advisory Boards will meet~~ bi-annually/quarterly (at minimum).

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

~~3.1.~~ 3. Accountability and Grievance Process and Policies

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

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

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

M. Safety Policies

The ~~OPERATOR~~CONTRACTOR will make provisions and submit a plan ~~to the County~~COUNTY for the following: ~~in accordance with the MOPSP~~

1. Facility Maintenance

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

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

- 6. Fire Inspections and Extinguishers

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

- 7. Earthquake Safety

N. Security Plan

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

The ~~OPERATOR~~CONTRACTOR will include the following in the Security Plan

- 1. Eligibility Screening

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

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2. Secured Entrances
3. On-site Security Personnel

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

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4. Security Alarms and Cameras
5. Security Lighting
6. Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the Year Round Emergency Shelter/Multi-Service Centerfacility. The ~~Shelter Operator~~CONTRACTOR's Good Neighbor Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. De-escalating Conflicts
8. Entrance and Exit Procedures
9. Policy regarding storage of client's possessions
10. Policy pertaining to authorized/unauthorized search of clients' property by staff
11. Policy on Possession of Weapons On-Site
12. Procedure for Contacting Police

O. Health Policies

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

The ~~OPERATOR~~CONTRACTOR will develop and submit to the COUNTY Health Policies and Procedures in accordance with the MOPSP and will include the following:

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

P. Food Policies

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

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

Tables will be set up for meals in the dining area of the Year Round Emergency Shelter/Multi-Service Center~~Shelter~~ at the scheduled meal times.

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

- Q. Transportation Policies**-The ~~OPERATOR~~~~CONTRACTOR~~ will provide transportation to and from the Year Round Emergency Shelter/Multi-Service Center ~~shelter site(s)~~ from specified pick-up/drop-off points coordinated with the County COUNTY and/or local city and the police departments based on need and nature of emergency situation.

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

The ~~OPERATOR~~~~CONTRACTOR~~ will establish and submit to the COUNTY policies and procedures for the following transportation measures ~~will be implemented in accordance with the MOPSP:~~

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

7. Transportation Policies for Multi-Service Center Clients
~~If Phase II is implemented, transportation to and from the Multi-Service Center must be arranged by the Service Provider partner.~~
8. Delivery of Shelter Goods and Community Donations

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R. Financial Policies

The ~~OPERATOR~~CONTRACTOR will establish and submit to the COUNTY Financial Policies ~~in accordance with the MOPSP and will that~~ include the following:

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

S. Legal Policies

The ~~OPERATOR~~CONTRACTOR will establish and submit to the COUNTY Legal Policies ~~in accordance with the MOPSP and will that~~ include the following:

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

T. Non-Discrimination Policies

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

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

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

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

U. Confidentiality Policies

The ~~OPERATOR~~CONTRACTOR will develop and submit to the COUNTY Confidentiality Policies ~~in accordance with the MOPSP and that~~ include the following:

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

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

- c. ~~Information to the Client~~
- d. ~~Law Enforcement Agency Requests~~
- e. ~~Written Consent~~
- f. ~~Abuse Reporting~~
- g. ~~Harm to Self or Others~~

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

V. Grievance Policies

The grievance procedure ~~with a clearly defined process that identifies lines of authority~~ will be applicable for any conflicts or disagreements between clients and clients and ~~staff~~CONTRACTOR. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents. The ~~OPERATOR~~CONTRACTOR will establish and submit to the COUNTY Grievance Policies and Procedures ~~in accordance with the MOPSP~~ and will include:

1. Receiving and Posting

The Grievance Procedure should be ~~clearly posted in~~included in the Policy and Procedure Manual and ~~available clearly posted at~~ the shelter facility ~~and multi-service center.~~

2. Meeting with Staff

3. Whistleblower Policy

W. Staffing and Management Plan

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

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1. Staff Policies
 - Hiring Policy
 - Screening Procedure
 - Acceptance Procedure
2. Staff Training
 - Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting
 - Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution
 - Appropriate Behavior for Dignity and Respect
 - Communication
 - Resources and Referrals
 - Mental Health and Addiction Skills
 - Annual Staff Evaluation and Training Plan
 - Documentation of Staff Training
 - HCA ~~has~~ trainings ~~available~~ for non-clinicians

X. Volunteer Policies

The ~~OPERATOR/CONTRACTOR~~ will establish and submit to the COUNTY Volunteer Policies ~~in accordance with the MOPSP including the following that~~ include:

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

ATTACHMENT B**COMPENSATION / PAYMENT / COMPENSATION****1. COMPENSATION:**

This is a cost reimbursable CONTRACT between the COUNTY and the SUBRECIPIENT CONTRACTOR for up to \$2,7751,800,000 for the period of December 14, 2016 July 1, 2018 to June 30, 2018-2019 as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

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

3. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. SUBRECIPIENT CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT CONTRACTOR.

Billing shall cover services not previously invoiced. The SUBRECIPIENT CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

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

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

4. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 2-1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

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

The Demand Letter/Invoice must include:

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

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 2-1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



ATTACHMENT C

**SUBRECIPIENT'S COST PROPOSAL
BUDGET SCHEDULE**

1. Budget Summary

A. Anticipated Administration and Program Cost Budget

Operational Costs	County Funding	Other Leveraging Funds	← TO Formatted Table
Project Activity: Administrative Salaries	\$100,000 122,000	\$18,000 10,200	\$110,200 140,000
Project Activity: Operations-Program Salaries	\$625,500 700,000	\$74,000 158,000	\$858,000 699,500
Project Activity: Facility Expenses	\$144,000 88,000	\$35,000 35,000	\$179,000 123,000
Project Activity: Security	\$600,000 470,000	\$40,000 100,000	\$700,000 510,000
Project Activity: Coordinated Entry	\$27,000	-	\$27,000
Project Activity: Client Services and Supplies	\$200,000 182,500	\$109,000 145,500	\$345,500 291,500
Project Activity: Maintenance Transportation Costs	\$212,000 29,000	- 116,000	\$328,000 29,000
Project Activity: Employment & Housing Navigation	\$100,000	\$44,000	-\$144,000
Subtotals	\$1,800,000	\$436,000448,700	\$2,248,700236,000

Pre-Operational Costs			
*Furnishings, Fixtures and Equipment	\$935,000	-	-
Administrative Salaries	\$20,000	-	-
Operations-Program Salaries	\$20,000	-	-
Subtotals	\$975,000	-	\$975,000

Total County Funding **~~\$1,800,000~~2,775,000**

Total Budget **~~\$3,223,700~~2,248,700**

* Mercy House will work with HomeAid to reduce Furnishings, Fixtures and Equipment cost.

ATTACHMENT D

STAFFING PLAN



1. Staffing Plan

Project Title: Year Round Emergency Shelter and Multi-Service Center

	Classification/Title
1	Executive Director
2	Operations Associate Director
3	Financial Manager Controller
4	Accounting Clerk
5	HMIS Data Coordinator
6	Human Resources
7	Administrative Associate
8	Program Director of Emergency Shelter and Services
9	Program Manager (FTE) of Emergency Shelter and Services
10	Program Assistant Manager Lead Housing Navigator (FTE)
11	Employment and Housing Navigators (3 @ .50 2.5 FTE)
12	Site Leaders (4 @ .60 3 FTE)
13	Logistics Coordinators (14 8 @ .60 FTE)
14	Overnight Logistics Coordinators (7 @ .60 4 FTE)
20	Intake Coordinators (6 @ .60 FTE)
24	Food Coordinator/Cook
22	Kitchen Staff/Cook (2 @ .60 FTE)
23 15	Volunteer /Multi-Service Center Coordinator (FTE)
24 16	Community Resource and Volunteer Manager
25	Volunteer Coordinators (4 @ .60 FTE)
26 17	Drivers (4 @ 37.5 hours, 2 @ 30 hours, 50 FTE)
27 18	Security Guards (9 @ 72 hours total per week 14 FTE)
19	Call Center Staff (.5 FTE)
20	Data

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

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

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

Effective: July 1, 2010
Revised: February 28, 2017

PURPOSE:

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

REFERENCES:

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

BACKGROUND:

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

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

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

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

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

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

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):

"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

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

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

**Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com**

U.S. Department of Housing
and Urban Development

Certification for a Drug-Free Workplace

Mercy House Living Centers, Inc. Contract # 18-22-0037-PS

Applicant Name

Year Round Emergency Shelter/Multi-Service Center Program - Bridges at Kraemer Place

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(I) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(I) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X