



County Executive Office

Memorandum

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OLERN OF THE STARD ORANGE COUNTY BOARD OF SUPERVISORS

June 21, 2018

To:

Clerk of the Board of Supervisors

From:

Frank Kim, County Executive Officer

Subject:

Exception to Rule 21

588C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 26, 2018, Board Hearing.

Agency:

OC Community Resources

Subject:

2-1-1 Orange County Agreement for Professional Services and Support

Districts:

All Districts

Reason for supplemental: This Agenda Staff Report must be heard at the June 26, 2018, Board Hearing so that the People for Irvine Community Health dba 2-1-1-Orange County contract is in place by July 1, 2018. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Chairman Andrew Do, Supervisor, First District

cc:

Board of Supervisors

County Executive Office

County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE:

6/26/2018

LEGAL ENTITY TAKING ACTION:

Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S):

All Districts

SUBMITTING AGENCY/DEPARTMENT:

OC Community Resources

DEPARTMENT HEAD REVIEW:

My Chart

DEPARTMENT CONTACT PERSON(S):

Dylan Wright (714) 480-2788

Jim Wheeler (714) 480-2804

SUBJECT: 2-1-1 Orange County Agreement for Professional Services and Support

CEO CONCUR

COUNTY COUNSEL REVIEW

proved as to Form

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

CEO Signature

County Counsel Signature

Budgeted: N/A

Current Year Cost: N/A

Annual Cost:

FY 2018-19 \$1,235,169

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years No

Prior Board Action: 3/27/2018 #12, 5/23/2017 #56, 5/23/2017 #53, 5/24/2016 #73

RECOMMENDED ACTION(S)

- 1. Approve and authorize OC Community Resources Director or designee to execute the Contract with People for Irvine Community Health dba 2-1-1-Orange County for professional and technical support and information and referral services for the U.S. Department of Housing and Urban Development Continuum of Care System; and the operation of a call center providing regional information and referral services to Orange County residents effective July 1, 2018, through June 30, 2019, in the amount not to exceed \$1,235,169.
- 2. Authorize the OC Community Resources Director or designee to exercise a contingency cost increase in an amount not to exceed 10% of the first year amount of the Contract and to make line item budget transfers and corresponding changes to units to of service within the existing scope of work, pursuant to County Contract Policy Manual Section 3.4-114.

SUMMARY:

Approval of the Contract with People for Irvine Community Health dba 2-1-1-Orange County will: (a) provide technical support for the U.S. Department of Housing and Urban Development Continuum of Care Program; (b) support comprehensive, regional coordination of resources to assist homeless persons and those at-risk of homelessness throughout Orange County; (c) allow the transition of the Orange County Coordinated Entry System into a regional model using the Homeless Management Information System; and (d) continue Orange County's 2-1-1 Information and Referral Call Center during FY 2018-19.

BACKGROUND INFORMATION:

Since 1998, People for Irvine Community Health dba 2-1-1-Orange County (2110C) has partnered with the County to coordinate the regional year-round planning, implementation and annual application process for the Orange County Continuum of Care (CoC) system. The County has contracted with 211OC since November 2006 to operate a call center that covers the County of Orange jurisdiction to provide information and referral services to health and human services to Orange County residents. Although the 211OC offices are located in Santa Ana, the call center is accessible countywide by dialing 2-1-1 or calling their toll-free number, 888-600-4357. To expand their reach and be more accessible to the public, 211OC also maintains public online resource database that may accessed through be their website (http://www.211oc.org/contact-211-oc.html).

In the past, the Board of Supervisors (Board) has approved funding for these activities under two separate contracts. In an effort to maximize efficiency, the contracts have been combined into a single agreement for FY 2018-19. Additionally, the scope of work has been completely revised and reorganized around two main areas responsibilities – CoC support and call center activities:

Continuum of Care (CoC) Support:

The CoC system, as required by the U.S. Department of Housing and Urban Development (HUD), must continuously work to improve system performance and reduce the number of people experiencing homelessness. OC Community Resources serves as the Collaborative Applicant for the Orange County CoC and helps facilitate the activities of the newly established CoC Board and its nonprofit partners. The new 2110C contract will support the CoC system as follows:

1. Administrative Support for the CoC Board and Subcommittees

211OC will work in collaboration with OC Housing & Community Development & Homeless Prevention staff to support the newly established CoC Board and its subcommittees. This will allow the Orange County CoC Board to focus on its operational objectives including service coordination, system operations, targeting and prioritization of homeless individuals and families and improving system performance.

2. HUD Notice of Funding Availability for CoC Application Preparation

211OC's assistance and support to the County as the Collaborative Applicant will facilitate the competitive funding process and provide technical assistance to nonprofit providers in completing the needed application within the deadlines prescribed by HUD. 211OC's technical assistance has contributed to the success of the annual CoC Homeless Assistance Funding application, in which \$23.4 million was received in the 2017 national competition for the Orange County CoC.

3. Point-In-Time Count Implementation Support

211OC led the Point-In-Time (PIT) Count process in 2013, 2015 and 2017, through a vendor Focus Strategy that uses an extrapolation method. Going forward, the Orange County CoC proposes to change the PIT methodology and implement a comprehensive PIT process for the next required January 2019 count. Due to 211OC's previous role and expertise with volunteer recruitment and project management, they will continue in a supportive role in the 2019 PIT Count.

4. Designated Homeless Management Information System (HMIS) Lead

The Orange County CoC has designated 211OC to be the HMIS lead agency for the CoC. As such, 211OC has a direct contract with HUD to administer this program and receives the 25% match required to support the system from the County. As the lead HMIS agency, 211OC collects and provides data that is required to monitor the Orange County CoC system performance and complete the CoC application for renewal of funding for homeless programs. Additionally, 211OC provides HMIS technical support to over 40 Orange County agencies and has done so for the past 10 years. Through data collection, annual and biannual mandated activities such as PIT Count and Survey of the Homeless, Housing Inventory Count and Annual Homeless Assessment Report, the HMIS helps guide priorities and gaps in the system.

5. Coordinated Entry System Transition Support

On February 21, 2018, the Orange County CoC Board voted to move the HUD Coordinated Entry System (CES) grant from 211OC to the County as lead fiscal agent. On March 27, 2018, the Board approved the acceptance of the CES grant for \$907,239 effective July 1, 2018, thereby allowing OC Community Resources to be the designated CES lead for the Orange County CoC. Previously, 211OC was the designated CES lead fiscal agent. 211OC has committed to help facilitate a coordinated and comprehensive transition of the CES grant. OC Community resources will be working to transition the CES into a regional Service Planning Area model that meets the needs of the homeless community with localized response priorities.

Call Center Activities:

The 211OC call center provides critical health and human services and support information to residents in need of shelter, housing, job placement, child care, food, health care and mental health services and a broad range of other human services. Additionally, 211OC tracks countywide "need" trends, helps to relieve 9-1-1 systems from non-emergency calls and plays a critical role in the County's disaster preparedness strategy.

On May 23, 2017, the Board approved the Sole Source agreements with 211OC as the only comprehensive Information and Referral Call Center in Orange County designated by the California Public Utilities Commission. With this designation, 211OC is the only organization authorized to provide health and human services and non-emergency referrals via the 2-1-1 telephone number 24 hours a day, 7 days a week.

A Sole Source Request Form is attached to this Agenda Staff Report. 211OC is in good standing and is meeting all current performance objectives. This contract does not include subcontractors or pass through to other providers. See Attachment B for Contract Summary Form.

The CoC Board was not able to approve the funding allocation for the CES budget for FY 2018-19 until May 23, 2018. Due to the time frame in which this occurred and the filing requirements of the Agenda Staff Report process, OCCR is bringing this agreement to the Board less than 30 days prior to the expiration of the current contract.

In 2017, Orange County's Point in Time (PIT) count recorded 4,792 homeless persons (2,208 sheltered, 2,584 unsheltered) within Orange County. Since bringing the Director of Care Coordination on board in May 2016, the County has concentrated its efforts on building a responsive "System of Care" in Orange County that reflects investments from diverse stakeholders while increasing the availability of shelter beds, recuperative care, crisis stabilization units and permanent supportive housing. The program in this ASR contributes to the overall "System of Care" in addressing the needs of those experiencing homelessness in Orange County.

FINANCIAL IMPACT:

GF: 24%

FED: 48% (Department of Housing and Urban Development)

State: 5%, OC Housing Authority/Fund 117: 23%

Appropriations for this Agreement will be included in FY 2018-19 Budget.

Funding sources include General Funds as well as federal and state funding:

OC Community Resources:

\$300,000

(General Fund)

Social Services Agency:

\$100,000

\$5,990 (General Fund), \$59,040 (State) and \$34,970 (Federal). The federal and state dollars are comprised

of qualified Social Services Agency program funding allocations based on its generic supporting funding.

HUD Planning Grant:

\$245,612

(Federal)

HUD CES Grant

\$309,057

(Federal)

OCHA Ops Reserve:

\$280,500

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract #18-22-0002 with People for Irvine Community Health dba 2-1-1 Orange County

Attachment B — Redline version of contract with People for Irvine Community Health dba 2-1-1- Orange County

Attachment C - Sole Source Request Form

Attachment D - Contract Summary Form



CONTRACT # 18-22-0002

FOR

Professional & Technical Support and Information & Referral Services

BETWEEN

COUNTY OF ORANGE

AND

PEOPLE FOR IRVINE COMMUNITY HEALTH dba 2-1-1 Orange County

CFDA#	FON#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
14.267	Pending	Coordinated Entry System SSO	U.S. Department of Housing
		Grant NOFA 2017	& Urban Development (HUD)
14.267	Pending	FY 2017 Planning Grant	U.S. Department of Housing
		Application	& Urban Development (HUD)

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ATTACHMENTS

Attachment A - Scope of Services

Attachment B - Payment/Compensation

Attachment C - Budget Schedule

Attachment D - Staffing Plan

EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy

Exhibit 2 – Drug Free Workplace Certification

Exhibit 3 – Disclosure of Lobbying Activities

Contract # 18-22-0002

with

PEOPLE FOR IRVINE COMMUNITY HEALTH dba 211 OC

for

Professional & Technical Support and Information & Referral Services

This Contract #18-22-0002 for Professional & Technical Support and Information & Referral Services (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 People for Irvine Community Health dba2-1-1 Orange County (211OC), DUNS# 884339003, a Non-Profit Corporation in the State of California, with a place of business at 1505 E. 17th Street, Suite 108, Santa Ana, CA 92705-8520 (hereinafter referred to as "Subrecipient"), with County and Subrecipient sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document 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, The County has been contracting on a sole source basis with Subrecipient since 2006 to provide the coordination of information and referral services, as well as professional and technical support services for the 211 OC call center; and

WHEREAS, Subrecipient continues to be the only designated provider approved by the California Public Utilities Commission (PUC); and

WHEREAS, Subrecipient has been performing services satisfactorily according to the terms of the Contract; and

WHEREAS, Subrecipient and County are entering into this Contract for Professional & Technical Support and Information & Referral Services under a cost reimbursement Contract; and

WHEREAS, Subrecipient agrees to provide Professional & Technical Support and Information & Referral Services as further set forth in the Scope of Services, attached hereto as Attachment A; and

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

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

WHEREAS, Subrecipient agrees to provide staff set forth in 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 with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2018-19.

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 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 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 Subrecipient'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, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient 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. Subrecipient 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, reasonable 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 Subrecipient without the express written consent of County. Any attempt by Subrecipient 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, Subrecipient 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. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient 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 Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation except for payment obligations for services already performed by Subrecipient under this Contract. Subrecipient may terminate this Contract without penalty on 30 days' written notice to the County.
- 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 Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant 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 goods/services furnished by the Subrecipient under this Contract. Subrecipient 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, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

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 Insurance, 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) shall be clearly stated on the Certificate of Insurance. Any selfinsured 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 Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, 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 Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient'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 Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

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

Oualified 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
Network Security & Privacy Liability	\$1,000,000 per claims-made

Required Coverage Forms

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

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

Required Endorsements

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

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

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.

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 by the Contract Administrator, award may be made to the next qualified vendor.

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.

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership: Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient'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 Subrecipient'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: 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 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. Confidentiality: Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all applicable 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 Subrecipient and Subrecipient's staff, agents and employees.
- T. Compliance with Laws: Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all applicable 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 "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County INDEMNITEEs harmless from all liability, damages, reasonable 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 Subrecipient warrants that it fully complies with all applicable 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 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 employees for the period prescribed by the law. The Subrecipient 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 Subrecipient 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:** 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.
- AA. 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 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 Subrecipient's records before final payment is made.

Subrecipient 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. 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 County's Project Manager.

- BB. Contingency of Funds: Subrecipient 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 Subrecipient, immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Subrecipient 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 Subrecipient 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:** 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 Subrecipient for the cost of services provided in accordance with this Contract is \$1,235,169.00, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment "C".

5. Amendments - 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 has the discretion with the Subrecipient'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 Subrecipient's ability to deliver services, or the project schedule, the Subrecipient 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 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 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 Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

- 6. **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:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Subrecipient 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 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.

7. 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.

- 8. **Civil Rights:** Subrecipient 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 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 subcontractors associated with accomplishing work and services hereunder. The Subrecipient'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 Subrecipient 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 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.

The County's Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient's Project Manager and key personnel. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within fourteen (14) 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 Subrecipient's Project Manager from providing further services under the Contract.

13. **Subrecipient's Project Manager:** Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract.

The Subrecipient's Project Manager, shall be assigned to this project for the duration of the Contract so long as such individual is employed by the Subrecipient and shall diligently pursue all work and services to meet the project time lines.

- 14. **Subrecipient Personnel Reference Checks:** The Subrecipient 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: Subrecipient 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 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.
- 17. **Licenses:** At its own expense, Subrecipient 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. Subrecipient 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 resolved 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 Contract Administrator by way of the following process:
 - 1. The Subrecipient 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.

- 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 amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract. The existence of any disputes under this Contract shall relieve the County's payment obligations to the Subrecipient hereunder.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. The County shall render a decision within 90 days after receipt of Subrecipient's demand. 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 Subrecipient 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 Subrecipients. An independent Subrecipient 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 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 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.

21. 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 the 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.

22. Non-Supplantation of Funds:

Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient 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. Subrecipient 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 Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient 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 Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within ten (10) business days after receipt of

written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient 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.

- Records Retention. All accounting records and evidence pertaining to all costs of В. Subrecipient and all documents related to this Contract shall be kept available at Subrecipient'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. Subrecipient 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 Subrecipient'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 Subrecipient 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 Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this Contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient 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 Subrecipient without the express written consent of the County. Any attempt by the Subrecipient 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 Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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, Subrecipient 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 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 goods or 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.
- 30. **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 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 Subrecipient:

2-1-1 Orange County 1505 E. 17th Street, Suite 108 Santa Ana, CA 92705-8520 Attn: Project Manager

- 32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. 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.
- 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 Subrecipient 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 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 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:** Subrecipient 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. Lobbying:

- A. Subrecipient shall complete and immediately forward to the County the "Disclosure of Lobbying Activities," a copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this contract or funds to be received by Subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- 37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: http://ocgov.com/gov/risk/programs/antifraud.

38. Fiscal Accountability:

- A. <u>Financial Management System</u>: Subrecipient 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. Subrecipient's Record: Subrecipient'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. <u>Costs Charged</u>: Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

- 39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.
- 40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. Payment Requirements:

If funding levels are significantly affected by 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.

- 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 Subrecipient 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 Subrecipient for eligible project-related costs only. Subrecipient 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, 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.
 - 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.
 - 3. To be determined: To be developed with Subrecipient during contract negotiation. The following "Required Expenditure Threshold" criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds received through this Contract, through term of Contract. The criteria thresholds

are 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.

*Milestone Date Minimum Required Expenditure Threshold February 15th 50% of Contracted Amount Expended March 15th 70% of Contracted Amount Expended April 15th 80% of Contracted Amount Expended

- 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.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O "Insurance Requirements" of this Contract.
- Eligible costs related to services provided by Subrecipient must be incurred during the E. period beginning July 1, 2018. The services shall be completed and all funds provided through this Contract shall be expended on eligible activities through and including June 30, 2019.
- 42. **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.
- 43. Annual Audit: If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in OMB Circular A-133-Revised, 2 CFR Part 200.500- Subpart F-Audit Requirements 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 \$750,000. 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.

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

The DUNS Number must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all DUNS information is up to date and the DUNS number status is "active," prior to execution of this Contract. If County cannot access the Subrecipient's DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient's data entry for its DUNS number, the Subrecipient must immediately update the information as required.

45. **Program Income:**

- Subrecipient shall comply with regulations, as well as all applicable State or County A. regulations concerning the reporting and payment procedures for program income.
- В. Definition: Program income means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. 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.
- E. 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.
- F. 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.

46. **Performance:**

A. 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.

47. Performance Monitoring:

- A. 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.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall reasonably cooperate during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. 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 this Contract.

48. 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. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - 1. With regard to the Professional & Technical Support services as described on Attachment A, County provides its written approval of the content and publication of the information at least 30 days prior to Subrecipient publishing the information, unless a different 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. for the Professional & Technical Support services provided by Subrecipient, unless approved in writing by County; and,

4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to County. Subrecipient 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 http://www.ocgov.com/gov/ceo/cio/govpolicies.

49. Federal Administrative and Related Requirements:

Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et seq. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

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.

2. <u>Cost Principles:</u>

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et seq.; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 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.

B. **Documentation and Record Keeping**

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 578 that are pertinent to the activities to be funded under this Contract.

2. **Retention:**

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records created pursuant to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time.

Notwithstanding the above, if the Subrecipient is notified of litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. **Client Data**

- Subrecipient shall maintain client data demonstrating client eligibility for a. 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 Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.
- b. 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.

4. **Disclosure**

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

5. Close-Outs

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 federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 50, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records.

Personnel & Participation Conditions C.

1. **Civil Rights**

Compliance

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 104(b) and 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 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.

2. 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.

3. **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.

4. 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.

5. **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 2, attached hereto and incorporated herein by reference. The Subrecipient will:

- a. 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).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subrecipient's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. 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:

- iii. The Subrecipient has made false certification, or
- iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. 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
- b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and Contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

a. **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.

b. 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.

c. Employee Rights

i. Federal Minimum Wage

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.

d. California Minimum Wage

i. 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.

e. 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.

f. 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. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. California Labor Code Compliance

- a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.
- b. Payroll Records
 Subrecipient agrees that:

Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.

Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.

Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

50. **Definitions:**

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

- HUD: United States Department of Housing and Urban Development.
- В. OC Community Resources (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
- C. Director: Director of OC Community Resources, or designee.
- Program Income: The gross income received by Subrecipient directly generated from the D. use of the subject program funds.
- E. 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.)
- F. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- G. OMB: Federal Office of Management and Budget.
- H. CDBG: 24 CFR Part 578 - 24 CFR Part 578 The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) - This interim rule focuses on regulatory implementation of the Continuum of Care program, including the Continuum of Care planning process. The existing homeless assistance programs that comprise the Continuum of Care program are the following: the Supportive Housing program, the Shelter Plus Care program, and the Moderate Rehabilitation/Single Room Occupancy (SRO) program. This rule establishes the regulations for the Continuum of Care program,

- and, through the establishment of such regulations, the funding made available for the Continuum of Care program.
- I. 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.
- J. 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)
- K. 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.
- L. 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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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.

*PEOPLE FOR IRVINE COMMUNITY HEALTH dba 2-1-1 Orange County

	DocuSigned by:	
Ву:	Earen Williams	By:
Name:	Karen Williams	Name:
Title:	President & CEO	Title:
Dated: _	6/21/2018	Dated:
by the (secretar For Sub	Chairman of the Board, the President ry, any Assistant secretary, the Chief I	nature requirements are as follows: 1) One signature or any Vice President; and 2) One signature by the Financial Officer or an Assistant Treasurer. the person who has authority to bind the Subrecipient pove.
	*********	********
	of Orange cal Subdivision of the State of Californ	nia
Ву:	Dylan Wright, Director OC Community Resources	Dated:
APPR(OVED AS TO FORM	
By:	Enc Divinu C4E36886C1E6D4FD Deputy County Counsel	Dated:6/21/2018

ATTACHMENT A SCOPE OF SERVICES

I. INTRODUCTION:

This project will provide technical assistance to Orange County Homeless and Housing & Community Development ("County") and its advisory group the Continuum of Care Board (CoC Board) which acts on behalf of the Orange County Continuum of Care (CoC). The purpose of this Scope of Work shall be to provide planning, support and technical assistance for the CoC application for funding and other related County driven homeless initiatives, the Housing Inventory Count (HIC), the Point in Time Count and Survey (PIT), Coordinated Entry System (CES), Homeless Management Information System (HMIS) and other related HUD CoC requirements.

II. BACKGROUND:

County is requesting professional services as part of the annual process in developing, operating, and maintaining a Countywide CoC system to assist homeless persons. These services are part of a regional effort to build upon and strengthen the Countywide CoC system. The Countywide CoC system was developed to assist the community in successfully addressing the complex and interrelated problems associated with preventing and reducing homelessness. The Countywide CoC system serves as a vehicle for communities to identify needs and to marshal a variety of resources for use in a coordinated, comprehensive and effective manner.

III. SCOPE OF SERVICES:

Under the direction of the CoC Board and in coordination with County staff, Subrecipient will assist in the facilitation of the CoC processes in the following areas:

- A. Administrative Support for the CoC Board
- B. HUD Notice of Funding Availability (NOFA) for CoC Application
- C. Point In Time (PIT) Support
- D. Designated Homeless Management Information System (HMIS) Lead
- E. Coordinated Entry System (CES) Support
- F. Information and Referral Services (merged from human services contract)

A. Administrative Support for the CoC Board

- 1. Assist with facilitation of the CoC Board.
 - Under the direction of the CoC Board and in support of the County Staff, assist in the facilitation of and communication with the CoC Committees and Sub-Committees as well as communications to the CoC at large to keep them informed of progress for broader participation.
 - Preparation and posting of CoC Board agendas and minutes in accordance with the HEARTH Act upon approval of County staff, including website, emails and others as identified by CoC.
 - Support CoC Committees, subcommittees and ad hocs under the direction of CoC Board Leadership. This includes the preparation and posting of agendas and minutes.
 - Provide staff support for the Orange County Homeless Provider Forum.

- At the direction of County Staff maintain an up-to-date database of service providers and regional resources.
- As requested by County Staff, maintain a list serve for email communications to the service providers and key stakeholders as directed.

B. HUD Notice of Funding Availability (NOFA) for CoC Application

- 1. Assistance with the annual CoC NOFA Application process under the direction of the CoC Board and County Staff as the Collaborative Applicant. During the application process, Subrecipient will:
 - Assist County Staff in the development, review and ranking of Request for Proposal (RFP) and Letter of Intent (LOI) applications. This includes HMIS data needed to review project performance for the review and ranking process.
 - Provide relevant CoC system-wide and CoC project level performance data for the CoC Application including those related to HMIS, PIT, CES and other components as required to complete the application.
 - Work with County Staff, the CoC and CoC Board to complete assigned application charts and tables related to the HIC, PIT, HMIS implementation status and HMIS agency certification.
 - Work with County Staff, the CoC and the CoC Board to provide training to staff and others assisting in the CoC Application process.
 - Work with County Staff, the CoC, and the CoC Board to refine procedures and systems utilized to prepare the CoC Homeless Assistance Program Application including HUD electronic submission requirements.
 - Participate in HUD debriefs and the internal CoC Application process debrief.

C. Point in Time (PIT)

- 1. Under the direction of the CoC and CoC Board and in coordination with the County staff assist with the Sheltered and Unsheltered Counts.
- 2. Provide leadership for the Sheltered Count effort that occurs the last week of January each year or as U.S. Department of Housing and Urban Development may direct through the provision of services in the areas of:
 - Project design and oversight
 - Resource development
 - Design, operate and maintain needed marketing including website and appropriate social media platforms for sheltered counts
 - Creation of data analysis, Shelter Count calculations and final report creation
 - Other HUD requirements

- 3. Compile the annual Housing Inventory Count and Shelter Count and Survey in accordance with HUD guidelines and requirements.
- 4. For Unsheltered Count, under County direction and in coordination with County identified PIT lead, Subrecipient will:
 - Assist the PIT Lead with volunteer recruitment and the staffing of Deployment Centers as needed.
 - Support the facilitation of the working groups and community group(s) that is consistent with HUD guidelines.
 - Participate in meetings with research team to develop a survey tool that is consistent with HUD guidelines.
 - Work with County staff and PIT Lead to establish a timeline for final development of survey tool and methodology.
 - Assist in the development and management the project informational website.
 - Assist in the development of ongoing progress and updates through frequent and scheduled status reports with County staff and PIT Lead.
 - Attendance and participation in CoC Board and County meetings as needed and requested.

D. Designated Homeless Management Information System Lead

- 1. Given that Subrecipient is the CoC designated Homeless Management Information System (HMIS) lead, receives HUD grant/s and in compliance with HEARTH Act and CoC guidance, Subrecipient will:
 - Accept HUD HMIS Lead Grants for the implementation of all required HMIS systems per HUD requirements, and direction from the CoC Board and County Staff.
 - Fund develop for additional funding to support continued HMIS functions and HUD match requirements.
 - Submit to HUD all reports in the HUD Data Exchange (HDX) as required, including but not limited to the Housing Inventory Count (HIC), Annual Homeless Assessment Report (AHAR), System Performance Report and Point-In-Time (PIT), in coordination with the CoC Collaborative Applicant. Due dates to be coordinated with County staff to allow for timely presentation to the CoC Board.
 - Produce analysis and annual reports that communicate service usage, performance and client profiles as part of HMIS Lead Responsibilities, including Dashboard Reports.Reports will be presented to the CoC Board and shared with the public.
 - Under the direction of the CoC Board and County/County, assist in the development and implemention of a Regional Service Planning Area (SPA) approach for CES and HMIS that allows for a regionally responsive street outreach, engagement, assessment and housing placement protocols.
 - Modify, change or improve HMIS operating system/software as directed by the CoC Board to meet local objectives and support local homeless initiatives such as creating

dashboard reports in accordance with additional funding from the County, while adhering to HUD standards and requirements.

- Subrecipient will provide reports on Whole Person Care Grant contract participation.
- All HMIS Policies and Procedures and related documents be updated this upcoming contract year with new system documents.
- Submit an annual HMIS Annual Performance Report (APR) to the CoC Board prior to submission to HUD.
- Obtain prior approval from the CoC Board for any HMIS fees charged to CoC agencies and HMIS participants.
- Other responsibilities as identified for HMIS lead agency per HUD and under their contract.
- Provide at least three Administrator User Licences to the County to access HMIS.
- Release of aggregate data for the purpose of system administration, technical support, program compliance and analytical use is at the discretion of the CoC Board. Subrecipient will present to the CoC Board a sample list of typical data requests for pre-approval for release of third party requests of aggregate data. The CoC Board and County will be provided copies of the request and the data that is provided. Any other requests from third parties will be presented to the CoC Board for approval. If aggregate data is to be released, copies of the data will be made available to the CoC Board and County staff. Releases/reports should be timely to allow for appropriate review prior to CoC Board; specific timlines to be coordinated with County staff.
 - Provide monthly reports detailing the metrics listed below to the County staff: Occupancy report to be conducted on the last Wednesday of the month.
 - Length of stay reports to be conducted on the last Wednesday of the month.
 - Program Exits and destinations.
- Work with OCIT to develop and implement additional technologies that meet the needs of the CoC and the County.

E. Coordinated Entry System Support

- 1. As contracted support for the CoC Coordinated Entry system (CES) and in compliance with HEARTH Act and CoC guidance Subrecipient will:
 - Under the direction of the County, manage CES data in HMIS and reporting as HMIS lead
 - Under direction of the County, develop and manage the virtual front door infrastructure, including but not limited to 3 full-time 211 call center staff.
 - Under the direction of County staff assist with matching process as needed with new HMIS/CES system. Details to be coordinated with County staff.
 - From July 1, 2018 through December 31, 2108, Subrecipient will support CES transition process to the County.

• Request for Release of aggregate CES data for the purpose of system administration, technical support, program compliance and analytical use should be forwarded to County. All release of aggregate CES is at the discretion of the CoC Board. Subrecipient will present to the CoC Board a sample list of typical data requests for pre-approval for release of third party requests of aggregate data. The CoC Board and County will be provided copies of the request and the data that is provided. Any other requests from third parties will be presented to the CoC Board for approval. If aggregate data obtained from Clarity software is to be released, copies of the data should be made available to the CoC Board and County staff.

F. Information and Referral Services

- 1. Subrecipient will make available a 24/7 multilingual health and social service call center that includes a robust database with up-to-date resource information.
 - Refer persons in need to local resources such as food, shelter, clothing, workforce
 development, support groups, child development assessment and safety resources,
 health care access, substance abuse assessment and treatment services, and other
 necessary social service supports.
 - Provide quarterly Demographic report (electronic) on contacts served (number of calls, emails, in-person visits), and referrals given (by agency/program), by SPA and City. Report to be revised with County staff to be a public facing document.
 - Provide quarterly Report to include results from fund development grant writing
 efforts, results of client satisfaction surveys, results on consumer and stakeholder
 confidence at least annually, results of fund raising events, and other activities that
 will enhance fund development, as well as consumer and stakeholder confidence in
 the services of Subrecipient. Staff time, consultant time, and related costs associated
 with the above efforts are allowed under this Agreement.
 - In coordination with County, create dashboard reports that communicate to a variety of audiences including County Board of Supervisors, CoC Board, CoC at Large and general public the various demands for resources, including housing in the County. Public dashboards will also be developed per other funders' requests and at the discretion of the Subrecipient.
 - Provide access to live, specially trained information and referral specialist 24 hours a day. Staff will complete training and keep documentation at site for Subrecipient's Specialists.
 - Provide assistance in a broad spectrum of languages either with multilingual staff or via a language line service. Quarterly report will include report on languages utilized throughout time frame detailed.
 - Provide and maintain the public access to the Subrecipient's website/database. In
 quarterly report Subrecipient will provide report on how many visits received from
 unique IP Address, total searches performed, and records views.
 - Provide Orange County Social Services Agency (SSA) staff quarterly training, as requested, on use of the Public Resource Database (PRD) and access to an online tutorial. Data on trainings will be included in the Quarterly Report.
 - Staff and volunteers will contact providers, both established and new, to update service information to include such data as their service description, location, hours, eligibility requirements, documentation requirements, fees and other pertinent

- information. Work with County staff to identify unmet needs and assist in locating programs offering those services.
- Provide online access to database to County via website www.211oc.org. Provide number of agencies, programs, and records updated during the quarter. Sufficient staffing to ensure reliability and accuracy of database. Subrecipient will develop a Quality Control plan stating how staff and volunteers will be used/volunteers will be sustained and deliver that plan to County as directed.
- 2. Subrecipient will reduce burden on 9-1-1 and fire non-emergency calls by training and educating staff on assessing 9-1-1 calls and disaster readiness as it relates to their roles.
 - Promote the 211OC service to Public Service Answering Point (PSAP) other emergency responder systems.
 - Train Subrecipient's Specialist to assess when 9-1-1 is needed and to coordinate calls as appropriate.
 - Provide information and reports the County including, but not limited to trend
 reports, and other regional information as requested given reasonable advance notice
 with newly implemented automatic/accessible data reports through an electronic
 platform such as Tableau.
- 3. Subrecipient will provide public information support in times of Emergency Operations Center (EOC) Activation.
 - Coordinate with EOC during times of disaster. Providing rumor control, mass shelter
 information, extreme heat/cooling noticing system and notification of road closures
 or decontamination zones; contact community-based organizations and faith based
 organizations to ascertain special emergency-specific resources identified by the
 EOC; and provide general support to community in public information role. In the
 event of a disaster, provide summary report of activities.
 - Act as portal for volunteer inquiries and donation confirmations in coordination with OneOC, Family Assistance Ministries, Orange County Rescue Mission and/or other agencies during disaster and relief efforts. In the event of a disaster, provide summary report of activities.
 - In preparation for support to EOC during times of disaster, participate with the County and other stakeholders in regional disaster preparedness/response meetings as appropriate to Call Center activities and Subrecipient's role in disaster preparedness/response.
 - In conjunction with other funding sources, work with the County and stakeholders to develop a schedule of meetings and provide a summary report of action steps and meetings outcomes as related to Subrecipient's role in regional disaster preparedness/response.
- 4. Geographic Information Systems Data Support & Dashboard Reports
 - Allow SSA and other County Departments to request/access data collected by Subrecipient for internal GIS mapping purposes as available and applicable. SSA will provide Subrecipient a copy of the GIS map produced with the Subrecipient's data as applicable.

Deliverables:

Section	Title	Description	Due Date
A. 1.	Admin Support	Up-to-date database of service providers and regional resources	Quarterly
C. 2.	PIT	Creation of data analysis for Sheltered Count calculations and final Sheltered Count report creation.	Date for report
D. 1.	HMIS Lead	Produce analysis and annual reports that communicate service usage, performance and client profiles as part of HMIS Lead Responsibilities, including Dashboard Reports. Reports will be presented to the CoC Board and shared with the public.	Ongoing
E. 1.	CES Support	Subrecipient will support CES transition process to the County, including completing Policies & Procedures, work manuals for HMIS/CES system, etc.	Transition through Dec. 31, 2018; Ongoing for work manuals as HMIS lead.
F.1.	I&R Services	Provide quarterly Demographic report (electronic) on contacts served (number of calls, emails, in-person visits), and referrals given (by agency/program), by SPA and City. Report to be revised with County staff to be a public facing document.	Quarterly
F.1.	I&R Services	In coordination with County, create dashboard reports that communicate to a variety of audiences including County Board of Supervisors, CoC Board, CoC at Large and genereal public the various demands for resources, including housing in the County.	Ongoing
F.1.	I&R Services	In quarterly report Subrecipient will provide report on how many visits received from unique IP Address, total searches performed, and records views.	Ongoing
F.1.	I&R Services	Subrecipient will develop a Quality Control plan stating how staff and volunteers will be used/volunteers will be sustained and deliver that plan to the County as directed.	Ongoing

ATTACHMENT B

PAYMENT/COMPENSATION



1. COMPENSATION:

This is a cost reimbursable Contract between the County and the Subrecipient for up to \$1,235,169.00 for the period of July 1, 2018 through June 30, 2019, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. The Subrecipient 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 of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

Subrecipient 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 agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. PAYMENT TERMS:

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

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient 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 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Subrecipient will provide an invoice on Subrecipient'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 name and address
- 2. Subrecipient'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 Federal I. D. number
- 10. Total

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

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

Attachment C



BUDGET SCHEDULE

Budget Summary

Administration and Program Cost Budget

Project Costs		Subtotals	Amount
Project Activity: 2-1-1 Orange County Information & Referral Call Center			\$200,000
Salaries and benefitsOperating Costs	-	\$125,000 \$75,000	-
Project Activity : Planning Grant – Support for the CoC (Administrative support for the CoC Board; CoC Community Engagement; HUD NOFA for CoC Application; PIT Support)			\$245,612
Salaries and benefitsOperating Costs	- -	\$37,205 \$208,407	-
Project Activity : Ops Reserve – Designate HMIS Lead and CES Support, includes 25% match for HUD CES and HMIS			\$280,500
Salaries and benefitsOperating Costs	- -	\$223,656 \$56,844	-
Project Activity : 360° Connection – Development of "warm connect" to resources, identify resource gaps in the community, increase community awareness through outreach efforts			\$200,000
Salaries and benefits	-	\$200,000	-
Project Activity: HUD CES Sub-recipient – Virtual Front Door			\$232,380
Salaries and benefitsOperating Costs	-	\$201,396 \$30,984	-
Project Activity: HUD CES Sub-recipient – CES 6 mo.			\$76,677
Salaries and benefitsOperating Costs	-	\$67,964 \$8,713	-
TOTAL			\$1,235,169

ATTACHMENT D

STAFFING PLAN



Staffing Plan

Project Title: 2110C Professional & Technical and Information & Referral Services

Title	FTE*
Call Center Funds (\$200K)	3.25
Planning Grant Funds (\$245,612)	2.55
0.85 FTE Coordinator, 0.75 PIT Volunteer Recruitment & Meeting Facilitation, 0.4 Administration; 0.55 Management	
Ops Reserve (\$280,500)	2.0
Used for HUD match 1 FTE Supervisor/ Manager and 1 FTE Administration	
360° Connection (\$200,000)	2.95
2.3 FTE Development, 0.65 FTE Administration	
Virtual Front Door (CES) (\$232,380)	5.0
3 FTE I&R, 0.60FTE Supervisor/mgmt., 0.5 FTE Reporting, 0.60 Data Analyst, 0.3 Administration	
CES 6 mo. Transition (\$76,677) (annual = 2.5 FTE	1.25
people/ 6 mo. = 1.25 FTE)	
0.275 FTE Mgmt, 0.20 FTE Reporting, 0.625 FTE Coordinator, 0.15 FTE Administration	

^{*}FTE = Full-Time Equivalent

Subrecipient personnel must be duly licensed and qualified to provide the services under this Contract with appropriate training, education, and experience. Any change in Subrecipient: (a) key personnel, a reduction in effort of 25% or more, or an absence for 3 months; or (b) key finance/accounting personnel; requires written notice to County for approval of replacement personnel, which shall not be unreasonably withheld.

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.

^{**} Operating costs include rent, insurance, IT support, HR support, utilities, hardware, software, mileage, etc.



Subject: OC Community Resources Effective: July 1, 2010
Contract Reimbursement Policy 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

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

People for Irvine Community Health dba 2-1-1 Orange County Contract # 18-22-0002

Appli cant Name

Continuum of Care - Professional & Technical Support and Information & Referral Services

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 ---
 - (I) 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 Oif 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 Karen Williams	^{Title} President & CEO	
Signature Docusigned by: X Earen Williams	Date 6/21/2018	
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EXHIBIT 3

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for <u>each payment</u> or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district. if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

 Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts. subgrants and contract awards under grants.
- 5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant. or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter he cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions. searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1.	Type of Federal Actions:	2. Status of Federal Actions:		3.	Report	Type:	
	a. contract	a. bid/offer/application			a.	initial filing	
	b. grant	b. initial award			b.	material change	
	c. cooperative agreement		st-award				3
	d. loan				For mate	erial chan	ae only:
	e. loan guarantee						Quarter:
	f. loan insurance				Date of I	ast repor	<u></u>
4.	Name and Address of Reporting Entit	tv	5.	If Reporting E			
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6.	Federal Department / Agency:		7.	Federal Prog	ram Name	e/Descrip	tion
				J		-	
8.	Federal Action Number, if known:		9.	Award Amou	nt, if know	/n:	
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10a.	Name and Address of Lobbying Entity	У	10b.	Individual Pe	rforming S	Services	
	(if individual, last name, firs						ifferent from No. 10a)
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(attach C	Continuation Sheets SF-LLL-A, if neces	ssarv)					
11.	Amount of Payment (check all that ap		13.	Type of Payn	nent (chec	k all that	apply)
\$	Actual	יליקי.	10.	a.		ainer	арріу)
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14.	Enter Description of Services perform				luding offi	icer(s), er	mployee(s), or Member(s)
	contact	ed, for Payment indicate	d on item	11:	-		
15.	Continuation sheet(s) SF-LLL-A attac		Yes		ned by:		
16.	Information requested through this fo	rm authorized by Title	1		Willian	<u> </u>	
31 U.S.C	C. Section 1352. This disclosure of lobb	ying activities is a	Signatur	e: <u> </u>		13	
	representation of fact upon which relia			398ADBB	B52A74AF		
	e when this transaction was made or e		l ———				
disclosure is required pursuant to 31 U.S.C. 1352. This information							
will be reported to the Congress semiannually and will be available for		Print Name: Karen Williams					
	spection. An person who fails to file th						
	subject to a civil penalty of not less tha		Title:	President	& CEO		
	an \$100,000 for each such failure.	·		N-			
		Telephone No:					
			Date:	5/21/2018			

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMS - 0348-0046

Reporting Entity:				
	_	Page	_of	

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01; 6025-01-C; 7510-01-C, 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

CONTRACT

BETWEEN

COUNTY OF ORANGE

AND

2-1-1 ORANGE COUNTY

FOR

INFORMATION AND REFERRAL

SERVICES



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CONTRACT

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County of Orange OC Community Resources

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ATTACHMENTS

County of Orange OC Community Resources

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2-1-1 Orange County Contract #17-22-0002 Attachment A – Scope of Services
Attachment B – Compensation/Payment Attachment C — CONTRACTOR's Cost Proposal
Attachment D — Staffing Plan

EXHIBITS

Exhibit 1 - County of Orange Child Support Enforcement Certification

Exhibit 2 — OC Community Resources Reimbursement Policy
Exhibit 3 — Drug-Free Workplace
Exhibit 4 — Lobbying Form

Exhibit 5 Disclosure Form to Report Lobbying Exhibit 6 – Debarment & Suspension

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This Agreement Number 17-22-0002, hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and People for Irvine Community Health, dba, 2-1-1 Orange County (211OC), DUNS Number 884339003, a non-profit corporation, in the State of California, with a place of business at 1505 E 47th Street, Suite 108, Santa Ana, CA 92705; hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY," or collectively as "PARTIES." Formatted: Normal, Justified, Tab stops: Not at 0.5" **RECITALS** Formatted: Justified Formatted: Indent: First line: 0" WHEREAS, The COUNTY has been contracting with CONTRACTOR since 2006 to provide the coordination of information and referral services: WHEREAS, CONTRACTOR has been performing services satisfactorily according to the terms of the CONTRACT; WHEREAS, 211OC continues to be the only designated provider approved by the Public Utilities Commission; and WHEREAS, COUNTY desires to obtain Information and Referral Services to Orange County Residents through the 211OC telephone network, as further set forth in the Scope of Services, attached hereto as Attachment "A" and incorporated herein; and WHEREAS, the COUNTY has approved \$200,000.00 (Two Hundred Thousand Dollars and 00 cents) to pay CONTRACTOR as specifically described in Compensation/Payment, attached hereto as Attachment "B" and incorporated herein; and WHEREAS, COUNTY Board of Supervisors has authorized the OC Community Resources* Formatted: Indent: First line: 0" Director or his designee to enter into this CONTRACT to provide information and referral services to Orange County residents with the CONTRACTOR; and WHEREAS, OC Community Resources - OC Community Services PROJECT MANAGER is responsible for the coordination of information and referral services under CONTRACT Number 17-22-0002. NOW, THEREFORE, the PARTIES mutually agree as follows: Formatted: Justified, Indent: First line: 0" Formatted: Normal, Justified, Tab stops: Not at 0.5" Formatted: Justified Formatted: Normal, Justified, Tab stops: Not at 0.5" Formatted: Justified Formatted: Normal, Justified, Tab stops: Not at 0.5" Formatted: Justified **DEFINITIONS** Formatted: Normal, Justified, Tab stops: Not at 0.5" County of Orange Page 5 of 26 2-1-1 Orange County OC Community Resources Contract #17-22-0002

Formatted: Justified For the purposes of this CONTRACT the following definitions shall apply: OC COMMUNITY RESOURCES: A COUNTY department designated as the Lead Agency* Formatted: Indent: Left: 0", First line: 0" for the development and implementation of the 211OC Operating Funds CONTRACT. DIRECTOR: Director of OC Community Resources, or designee. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY, as set forth-Formatted: Indent: Left: 0", First line: 0" in Exhibit 2: A COUNTY document setting policies regarding types of documentation required to support the allowable costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.) ICAROL: Web-based application of Information and Referral Resources. iCarol is an-Formatted: Indent: Left: 0", First line: 0" Internet application for the Information and Referral/2-1-1 Community. A public website and secure administration pages providing access to iCarol's sophisticated database by designated users. iCarol shall mean the copyrighted name of the software used to provide database functions for the 2-1-1 service. The CONTRACTOR is the exclusive owner of all database content contained within the iCarol product. Database content shall mean all the CONTRACTOR's information that is contained within the iCarol software. PROJECT: Activities associated with 211OC as identified herein, and funded through the COUNTY. 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. SUBSTANTIAL AMENDMENT: The COUNTY will consider a change in project scope as Formatted: Indent: Left: 0", First line: 0", Space Before: 0 a 'substantial amendment' under the following circumstances: COUNTY or CONTRACTOR decides not to carry out an activity described in the Scope of Services; COUNTY or CONTRACTOR carries out an activity not described in the Scope of Services; COUNTY or CONTRACTOR changes the purpose, scope, location or beneficiaries of an 7.3. activity; CONTRACTOR changes the use of funds from one eligible activity to another. COUNTY or CONTRACTOR wish to increase the amount of the CONTRACT. Formatted: Indent: Left: 0", First line: 0" Formatted: Line spacing: single Formatted: Justified **ARTICLES Terms and Conditions:** Formatted: Space After: 0 pt Coordination/Administration of CONTRACT: COUNTY's OC Community Resources Formatted: Normal, Space After: 0 pt, No bullets or Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services numbering project coordinator (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant, and its Regulation for services provided by the COUNTY. The COUNTY's Contract Manager (hereinafter referred to as "CONTRACT County of Orange Page 6 of 26 2-1-1 Orange County OC Community Resources Contract #17-22-0002

MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with Scope of Services: 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. Term: This CONTRACT shall be effective from July 1, 2017 through June 30, 2018, unless otherwise terminated by the COUNTY. This CONTRACT may be renewed on the same terms, conditions, and scope of services for up to one (1) individual consecutive one-year period upon mutual written agreement by the COUNTY and CONTRACTOR. 3.1 Costs related to services provided by CONTRACTOR must be incurred during the period-Formatted: Indent: Left: 0", First line: 0" beginning July 1, 2017 through June 30, 2018. The Project shall be completed and all funds provided through this CONTRACT shall be expended. Upon termination of this CONTRACT, COUNTY will reallocate any unused balance of funds to other COUNTY approved projects. Formatted: Justified, Indent: First line: 0" Contingency of Funds: CONTRACTOR acknowledges that funding or portions of funding-Formatted: Normal, Space After: 0 pt, No bullets or for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by the Federal government and/or the State of California 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 to the COUNTY. Fiscal Appropriations: This CONTRACT is subject to and contingent upon-Formatted: Normal, Justified, No bullets or numbering 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, reduce COUNTY'S maximum obligation, or modify the CONTRACT, without penalty to the COUNTY. **Payment Requirements:** Formatted: No bullets or numbering, Tab stops: Not at CONTRACT Amount: It is expressly agreed and understood that the totalamount to be paid by COUNTY under this CONTRACT shall not exceed the total Formatted: Indent: Left: 0", Tab stops: Not at 1" + 3" COUNTY funding as set forth in Attachment B, Compensation/Payment to CONTRACTOR attached hereto and incorporated herein by reference. Payment of Project Activities: COUNTY will reimburse CONTRACTOR for Formatted: Indent: Left: 0", First line: 0", Space Before: 0 project-related costs only. CONTRACTOR shall submit requests for reimbursementpt, Tab stops: Not at 1" + 3' COUNTY on a monthly basis beginning on July 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 herete and incorporated herein by reference. In addition, CONTRACTOR will provide a performance report 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 CONTRACTOR, until such documentation and reporting has been received and approved by COUNTY. 6.3 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. Adjustment -Scope of Services: Formatted: Normal, Justified, No bullets or numbering No adjustments made to the Scope of Services will be authorized without prior written Formatted: Normal, Justified, Indent: Left: 0" approval of the COUNTY assigned Purchasing Agent. CONTRACTOR agrees that COUNTY may, at its sole discretion, amend this CONTRACT to conform to federal, State or local governmental guideline, policies, and available funding amounts.

2-1-1 Orange County

Contract #17-22-0002

County of Orange

OC Community Resources

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If any amendment results in a change in the funding amount, CONTRACTOR Scope of Services, Formatted: Indent: Left: 0" or schedule of activities to be undertaken as part of this CONTRACT, such modification will be incorporated only by written amendment executed by DIRECTOR and CONTRACTOR. Amendments Changes/Extra Work: The CONTRACTOR shall make no changes to this Formatted: Normal, Space After: 0 pt, No bullets or CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT. If COUNTY-initiated changes or changes in laws or government regulations affect p Formatted: Normal, Indent: Left: 0", Space After: 0 pt CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the 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 Purchasing Agent, shall require the mutual consent of all PARTIES, and may prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT. Breach of CONTRACT: The failure of the CONTRACTOR to comply with any of the Formatted: Normal, Space After: 0 pt, No bullets or numbering 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: Terminate the CONTRACT immediately, pursuant to Paragraph K herein; Formatted: Normal, Indent: Left: 0", First line: 0", Space After: 0 pt 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; 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. 10. Conditions Affecting Work: The CONTRACTOR shall be responsible for taking all steps Formatted: Normal, Space After: 0 pt, No bullets or reasonably necessary, to ascertain the nature and location of the work to be performed under this numbering 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. 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 relatives; sub-tier contractors; and third parties ciated with accomplishing work and services hereunder. The CONTRACTOR'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. CONTRACTOR agrees to abide by any federal, State and/or local regulations with respect to Formatted: Indent: Left: 0" 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. Formatted: Justified, Indent: Left: 0" Conflict of Interest - COUNTY Personnel: The County of Orange Board of Supervisors Formatted: Normal, Space After: 0 pt, No bullets or policy prohibits its employees from engaging in activities involving a conflict of interest. The numbering County of Orange Page 8 of 26 2-1-1 Orange County OC Community Resources Contract #17-22-0002

CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.

13. 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.

14. CONTRACTOR Personnel: The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.

15. 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. The name of the PROJECT MANAGER shall be provided to the COUNTY. If there is a Project Management change, the CONTRACTOR will notify the COUNTY in writing prior to the change being made.

16. CONTRACTOR's Records: The CONTRACTOR shall keep an accurate record of time-expended by CONTRACTOR in the performance of this CONTRACT. Such record shall be available for periodic inspection by the COUNTY at reasonable times. Such records will be retained for five (5) years after the expiration or termination of this CONTRACT.

17. 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.

18. 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 CONTRACTOR agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;

b. In the case of a CONTRACTOR 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; and e. A certification that the CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

d. A certification that the CONTRACTOR 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 CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR 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.

County of Orange OC Community Resources Page 9 of 26

2-1-1 Orange County Contract #17-22-0002 **Formatted:** Normal, No bullets or numbering, Tab stops: Not at 0.63"

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19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, 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 as set forth in Exhibit 1, attached hereto and incorporated herein by reference.

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 www.edd.ca.gov/txicr.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 CONTRACTOR, 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. Drug-Free Workplace: The CONTRACTOR hereby certifies compliance with government Code Section 8355 in matters relating to proving a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference.

22. Lobbying:

22.1 CONTRACTOR shall execute and abide by the terms of the "Certification-Regarding Lobbying," which is attached hereto as Exhibit 4 and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the COUNTY'S PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 5 and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation—acting on CONTRACTOR'S behalf, engaged or engages in lobbying any federal office, employee, elected official or agency

County of Orange OC Community Resources Page 10 of 26

2-1-1 Orange County Contract #17-22-0002 Formatted: No bullets or numbering

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with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.

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

22.3 CONTRACTOR shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

23. Debarment: CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 6 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or incligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

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

25. Performance Monitoring:

25.1 Performance Monitoring of CONTRACTOR by COUNTY and/or funding source(s) shall consist of requested and/or required written reporting, as well as ensite monitoring by COUNTY or funding source(s) representatives.

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

25.3 COUNTY shall monitor the performance of CONTRACTOR 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 CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in Paragraph 9 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 CONTRACTOR'S PROJECT MANAGER and the COUNTY'S PROJECT MANAGER, such matter shall be brought to the attention of the CONTRACT MANAGER Agent by way of the following process:

26.1.1 The CONTRACTOR shall submit to the agency/department assigned COUNTY CONTRACT MANAGER 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 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.

26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. 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 COUNTY Purchasing Agent or his designee. If the County fails to render a decision within ninety (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 Paragraph

County of Orange OC Community Resources Page 11 of 26

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26 shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in Paragraph K herein. Gratuities: The CONTRACTOR warrants that no gratuities, in the form of entertainment Formatted: No bullets or numbering gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in this Paragraph 27 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT. Termination - Convenience of the COUNTY: The COUNTY may terminate performance Formatted: Space Before: 0 pt, No bullets or numbering 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 CONTRACTOR 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 Formatted: Normal, Indent: Left: 0" CONTRACTOR shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this Paragraph 28. The CONTRACTOR shall: 28.1 Stop work as specified in the notice of termination; Formatted: Normal, No bullets or numbering 28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT; 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 Paragraph 28; 28.5 As directed by the assigned buyer transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY; 28.6 Complete performance of the work not terminated; and 28.7 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 CONTRACTOR 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 CONTRACTOR's termination efforts, the Formatted: Normal, Indent: Left: 0", First line: 0" CONTRACTOR 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. After termination the CONTRACTOR shall submit a final termination settlement proposal-Formatted: Normal, Indent: Left: 0" to the user agency/department in a format acceptable to the COUNTY. County of Orange Page 12 of 26 2-1-1 Orange County OC Community Resources Contract #17-22-0002

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR paid the agreed amount.

If the CONTRACTOR and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the CONTRACTOR the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set_forth above:

28.8 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

28.9 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 CONTRACTOR 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 CONTRACTOR shall use generally accepted accounting principles and sound-business practices in determining all costs claimed, agreed to, or determined under this Paragraph 28. 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.

The CONTRACTOR shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the CONTRACTOR 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 CONTRACTOR under this Paragraph 28, there shall be deducted:

28.10 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT:

28.11 Any claim which the COUNTY has against the CONTRACTOR under this or any other CONTRACT; and

28.12 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the CONTRACTOR or sold under the provisions of this Paragraph 28 and not recovered by or credited to the COUNTY.

If the termination is partial, the CONTRACTOR 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 CONTRACTOR for an equitable adjustment under this

County of Orange
OC Community Resources

Page 13 of 26

2-1-1 Orange County Contract #17-22-0002 Formatted: Normal, No bullets or numbering

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Paragraph 28 shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.

The COUNTY may:

28.13 Under the terms and conditions it prescribes, make partial payment and payments

28.13 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the CONTRACTOR 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 contactor will be entitled; and

28.14 If the total payments exceed the amount finally determined to be due, the CONTRACTOR shall repay the excess to the COUNTY upon demand.

In determining the amount payable to the CONTRACTOR and notwithstanding any other provision, if it appears that the CONTRACTOR 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.

Unless otherwise provided in this CONTRACT or by statute, the CONTRACTOR 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 CONTRACTOR's costs and expenses under this CONTRACT. The CONTRACTOR shall make these records and documents available to the COUNTY, at the CONTRACTOR'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 Oranger the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted premptly, 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 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 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.

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 agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER.

31. Communication Protocol: CONTRACTOR will work in partnership with the COUNTY to develop a Communication Reporting Policy and Procedure. CONTRACTOR shall submit in writing or verbally notify OC Community Services Director and/or designee of any communication related to their scope of services with local agencies.

32. 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

County of Orange OC Community Resources Page 14 of 26

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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: For CONTRACTOR
OC Community Services (Mailing Address)
HCD/Homeless Prevention Karen Williams, President & CEO
1300 S. Grand, Bldg. B People for Irvine Community Health
Santa Ana, CA 92705 2-1-1 Orange County
1505 E. 17th Street, Suite 108
Santa Ana, CA 92705

33. Precedence: The CONTRACT documents consist of this CONTRACT and its Attachments A, B, C and D, and Exhibits 1, 2, 3, 4, 5, and 6. 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.

34. 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.

35. 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.

36. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

37. 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 herete, 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 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.

County of Orange
OC Community Resources

Page 15 of 26

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38. Signature in Counterparts: The PARTIES agree that separate copies of the CONTRACT may be signed be each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all PARTIES.

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

The DUNS number must be provided to COUNTY prior to the execution of this CONTRACT. CONTRACTOR shall ensure all DUNS information is up to date and the DUNS number status is "active," prior to execution of this CONTRACT.

If COUNTY cannot access the CONTRACTOR's DUNS information related to this federal sub-award on the Federal Funding Accountability and Transparency Act Sub-award Reporting System (SAM.GOV) due to errors in the CONTRACTOR's data entry for its DUNS number, the CONTRACTOR must immediately update the information as required.

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General Terms and Conditions:

A. Governing Law and Venue: This CONTRACT has been negetiated 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.

B. Entire Contract: This CONTRACT, including Attachments. A, B, C and D, and Exhibits 1, 2, 3, 4, 5 and 6 which are attached herete and incorporated herein by this reference, when accepted by the CONTRACTOR 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 CONTRACT MANAGER.

C. Amendments: No alteration or variation of the terms of this CONTRACT shall be validunless 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: Intentionally Left Blank

E. Delivery: Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or

County of Orange Page 16 of 26 OC Community Resources

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services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.

F. Acceptance/Payment: Unless otherwise agreed to in writing by 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: 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 "HH" 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, but not limited to, attorney's fees, costs and expenses.

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 CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR 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, 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 all the penalties imposed for a violation of Section 1720 et seq. 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 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 CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

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

County of Orange OC Community Resources Page 17 of 26

2-1-1 Orange County Contract #17-22-0002 O. Performance: CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and 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 subcontract, shall be fully responsible for all work performed by sub-CONTRACTORs.

P. Insurance:

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 Insurance, and endorsements on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all sub-SUBRECIPIENTs 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 subSUBRECIPIENTs 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 sub-SUBRECIPIENTS to work if subSUBRECIPIENTs 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 subSUBRECIPIENT and to receive proof of insurance prior to allowing any subSUBRECIPIENT 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) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of \$50,000 shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of SUBRECIPIENT'S current audited financial report. If SUBRECIPIENT'S SIR is approved, SUBRECIPIENT, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agree to all 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 SUBRECIPIENT's, its agents, employee's or subSUBRECIPIENT's performance of this Contract, SUBRECIPIENT shall defend the County at its sole cost and expensive the county at its sole cost at a sole cos

 SUBRECIPIENT's duty to defend, as stated above, shall be absolute and irrespective of any duty to indomnify 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 SUBRECIPIENT's SIR provision shall be interpreted as though the SUBRECIPIENT was an insurer and the County was the insured.

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

County of Orange OC Community Resources Page 18 of 26

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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	4
Workers Compensation	Statutory	4
Employers Liability Insurance	\$1,000,000 per occurrence	*
Network Security & Privacy Liability	\$1,000,000 per claims made	*
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate	4
Sexual Misconduct Liability	\$1,000,000 per occurrence	4

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 ast broad naming the County of Orange, its elected and appointed officials, officers, employees, agents and employees as Additional Insured, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

County of Orange OC Community Resources Page 19 of 26

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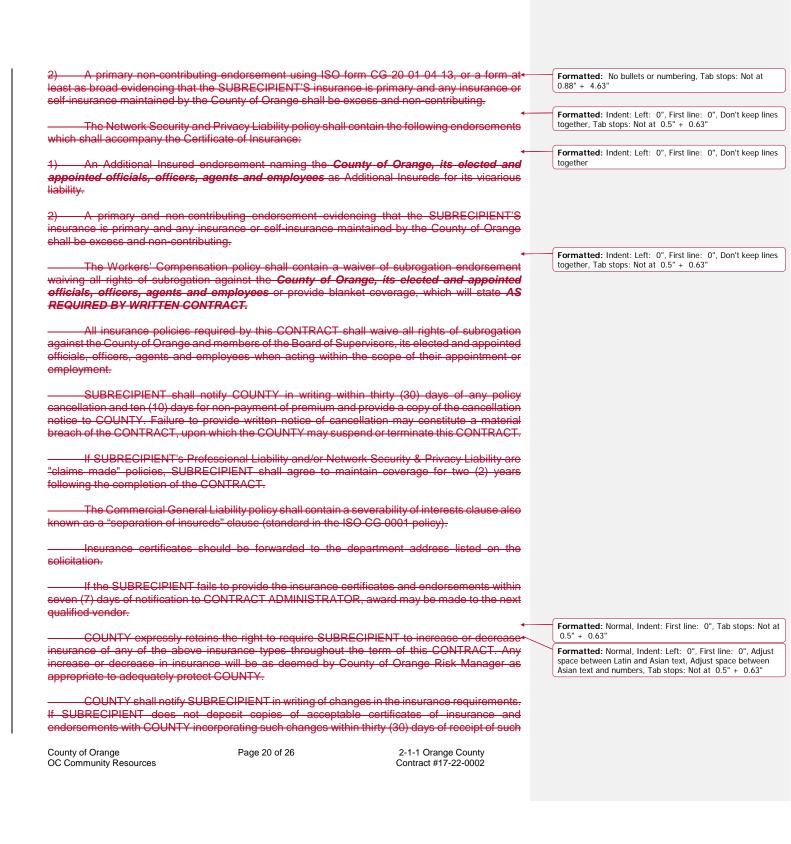
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notice, this CONTRACT may be in breach without further notice to SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

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.

Q. Bills and Liens: "Intentionally Left Blank"

R. Changes: Intentionally left blank.

S. 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, 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 COUNTY.

T. 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 thirty six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

U. 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.

V. 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 "HH" 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

W. Freight (F.O.B): Intentionally Left Blank

X. Pricing: Intentionally Left Blank

Y. Waiver of Jury Trial: Intentionally Left Blank

Z. Terms and Conditions: CONTRACTOR 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.

County of Orange OC Community Resources Page 21 of 26

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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 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: Intentionally left blank.

GG. 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, consultants and subCONTRACTORs 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 employee, consultants and subCONTRACTORs for the period prescribed by the law. The CONTRACTOR 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 CONTRACTOR 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.

HH. 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.

II. 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 three 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.

County of Orange OC Community Resources Page 22 of 26

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and interview staff of any su	ib-CONTRACTOR related to pe	right to the COUNTY to audit records	
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ATTACHMENT A

Scope of Services

Task and Deliverables

- A.) Availability of a 24/7, multilingual health and social service call center.
- 1. **Task:** People for Irvine Community Health DBA 2-1-1 Orange County (211OC) will refer persons in need including Veteran and Active Military to local resources such as food, shelter, clothing, workforce development, support groups, child development assessment and safety resources, health care access, substance abuse assessment and treatment services, and other necessary social service supports.
 - **Deliverable**: Quarterly Demographic report (electronic) on contacts served (number of calls, emails, in-person visits), and referrals given (by agency/program), and attendance at community partner meetings. 211OC will develop a Plan for community outreach showing how 211OC intends to partner with agencies and others in the community and deliver that Plan to OC Community Resources as directed.
 - 2. **Task:** Provide access to live, specially trained information and referral specialist 24 hours a day.
- Deliverable: Information and Referral Training Completed and Documentation on file at site for 211OC Specialists.
 - 3. **Task:** Provide assistance in a broad spectrum of languages either with multilingual staff or via a language line service.
- Deliverable: Data included in Quarterly Demographic Report on languages utilized throughout time frame detailed.
 - 4. **Task:** Provide the public access to the 211OC website/database. **Deliverable:** Work with County of Orange staff to create a web link from the County's website directly to the 211OC website/database. 211OC staff will also provide report on how many visits received from unique IP Address, total searches performed, and records views.
 - 5. **Task:** Provide Social Services Agency (SSA) staff quarterly training, as requested, on use of the Public Resource Database (PRD) and access to an online tutorial.
 - Deliverable: Data included in the Quarterly Report on the number of trainings provided on the PRD/211OC services to SSA and other County departments.
- B) Maintenance of a robust provider database with up-to-date resource information.

- Task: Staff and volunteers will contact providers, both established and new, to update

 service information to include such data as their service description, location, hours,
 eligibility requirements, documentation requirements, fees and other pertinent
 information. Work with County staff to identify unmet needs and assist in locating
 programs offering those services.
- Deliverable: Provide online access to database to OC Community Resources via website www.211oc.org. Provide number of agencies, programs, and records updated during the quarter. Sufficient staffing to ensure reliability and accuracy of database. 211OC will develop a Quality Control plan stating how staff and volunteers will be used/volunteers will be sustained and deliver that plan to OC Community Resources as directed.
- C) Reduce burden on 9-1-1 and Fire non-emergency calls by training and educating staff on assessing 9-1-1 calls and disaster readiness as it relates to their roles. In conjunction with other funding sources, 211OC will continue to work with the Orange County Sheriff's Department and Police Departments within Orange County on building awareness about the 2-1-1 system and collaborating and partnering during disaster and/or emergency situations. (A Full Capacity 211OC System helps reduce the burden of calls annually for the Orange County's Sheriff's Department and Police Departments within Orange County cities.)
 - 1. Task: Promote 211OC service to Public Service Answering Point (PSAP) other emergency responder systems.
 Deliverable: Related to other funding provide quarterly Report in electronic format delivered to OC Community Resources that details number of PSAP/9-1-1 relief calls and synopsis of collateral materials and information provided to PSAP officers and staff during outreach and promotion efforts.
 - 2. Task: Train 211OC Specialist to assess when 9-1-1 is needed and to coordinate calls as appropriate

Deliverable: CARES¹ Training Completed and documentation on file at site for 211OC Specialists.

- 3. Task: Educate staff on disaster response readiness as it relates to their roles.

 Deliverable: Disaster Response Training Completed and documentation on file at site for 211OC Specialists.
- 4. Task: Provide information and reports.
 Deliverable: Provide information and reports to OC Community Resources including, but not limited to trend reports, and other regional information as requested given reasonable advance notice with newly implemented automatic/accessible data reports through an electronic platform such as Tableau.
- Provide Public Information Support in Times of Emergency Operations Center (EOC)
 Activation.

-

¹ CARES – Crisis, At-Risk, Endangerment, and Suspicion) training includes assessing when 9-1-1 is needed

information, extreme heat/cooling noticing system and notification of road closures or
decontamination zones; contact community-based organizations and faith based
organizations to ascertain special emergency-specific resources identified by the EOC
and provide general support to community in public information role.
Deliverable: In the event of a disaster, provide summary report of activities identified in
- Task 1.

- Task: Act as portal for volunteer inquiries and donation confirmations in coordination with OneOC and Orange County Rescue Mission and/or other agencies during disaster and relief efforts.
- Deliverable: In the event of a disaster, provide summary report of activities identified in—Task 2.
 - 3. **Task:** In preparation for support to EOC during times of disaster, participate with OC Community Resources and other stakeholders in regional disaster preparedness/response meetings as appropriate to Call Center activities and 211OC's role in disaster preparedness/response.
 - Deliverable: In conjunction with other funding sources, work with OC Community Resources and stakeholders to develop a schedule of meetings and provide a summary report of action steps and meetings outcomes as related to 211OC's role in regional disaster preparedness/response.

E) Operating Efficiencies

- 1. **Task:** Apprise OC Community Resources of the number of Call Activity Center answered calls.
- Deliverable: Contingent upon adequate funding to meet demands and client needs, 211OC Call Center calls answered for FY 2016-2017 will remain level with calls answered for FY 2014-2015. Use of the 211OC website/database will also be reported on Task A.4. Quarterly Demographic Report shall indicate the year-to-date number of Call Center answered calls and hits on the database.
- 2. **Task:** Apprise OC Community Resources of Fund Development and client satisfaction survey outcomes.

Deliverable: Quarterly Progress Report shall be submitted to OC Community Resources in electronic format. Fund Development outcomes should include report on results of grant writing efforts, results of client satisfaction surveys, results on consumer and stakeholder confidence at least annually, results of fund raising events, and other activities that will enhance fund development as well as consumer and stakeholder confidence in the services of 211OC. Staff time, consultant time, and related costs associated with the above efforts are allowed under this Agreement.

F) Geographic Information Systems Data Support

Deliverable: Allow SSA to request/access data collected by 211OC for internal GIS mapping purposes as available and applicable. SSA will provide 211OC a copy of the GIS map produced with the 211OC data as applicable.



ATTACHMENT B

Compensation/Payment

1. COMPENSATION:

This is a fixed fee price CONTRACT between the COUNTY and the CONTRACTOR for \$200,000 as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with Paragraphs C and R of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

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

3. PAYMENT TERMS:

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

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

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

4	Invoice(s) are to be sent to:
	OC Community Resources
	1770 N. Broadway
	Santa Ana, CA 92706
	Attention: Accounts Payable

4. INVOICING INSTRUCTIONS:

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

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

The responsibility for providing an acceptable invoice to the COUNTY for payment rests with the CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to the CONTRACTOR for correction. The COUNTY's Program Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

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

ATTACHMENT C

CONTRACTOR'S COST PROPOSAL

2-1-1 Orange County Budget Summary

FY 2017-18

REVENUE:

County of Orange	
General Fund	\$100,000.00
Social Services Agency	\$100,000.00
•	
Total:	\$200,000,00

EXPENDITURES:

Salaries & Benefits	\$125,000.00
Fund Development & Client Satisfaction Surveys	\$ 14,400.00
Operations	\$ 60,600.00
Total:	\$200,000.00



ATTACHMENT D

Staffing Plan

Project Title: 2-1-1 Orange County

Complete and Submit Initial Report due on or before July 1. (Include name and classification).

	Name/Staff	Classification/Title
4	Karen Williams	President and CEO
2		•
3		*
4		*
5		1
6		4
7	-	- *\\
8	-	-
9	-	-
10	-	- +//

CONTRACTOR shall appoint a Program Manager to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Program Manager shall be identified to the COUNTY. If there be a Program Manager change the CONTRACTOR will notify the COUNTY in writing prior to the change being made.

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Subject: OC Community Resources Effective: July 1, 2010
Contract Reimbursement Policy 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

People for Irvine Community Health dba 2-1-1 Orange County Contract # 18-22-0002

Appli cant Name

Continuum of Care – Professional & Technical Support and Information & Referral Services

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 ---
 - (I) 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 Applica	nt shall	list (on	separate	pages)	the site	(s) for	the perfor	mance o	of work	done in	n conne	ection	with the
	HUD funding of	of the program/a	activity show	n above:	Place	of Perfo	rmance	shall i	include	the street	address	, city,	county,	State,	and zi	ip code.
	Identify each sh	neet with the A	pplicant nam	e and ad	dress ar	nd the pr	ogram/a	activity	receivi	ng grant	funding.)				

Check here Oif 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 C	Official	Title

Signature Date

Χ

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for <u>each payment</u> or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
- 2. Identify the status of the covered Federal action.

subgrants and contract awards under grants.

- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district. if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

 Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts.
- 5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant. or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter he cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions. searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions:	2. Status of Fed			3.	Report	
a. contract	a. bid/offer/application				a.	initial filing
b. grant	b. initial award				b.	material change
c. cooperative agreement	c. po	st-award				
d. loan					erial chan	
e. loan guarantee				Year:		<u>Q</u> uarter:
f. loan insurance		1			last repor	
4. Name and Address of Reporting Enti	ty	5.	If Reporting I			
Prime Subawardee			Enter Name	and Addre	ess of Prir	ne:
Tion	if known					
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Congressional District, if known:			ssional District,			
6. Federal Department / Agency:		7.	Federal Prog	gram Nam	e/Descrip	tion
8. Federal Action Number, if known:		9.	Award Amou	int if know	vn·	
o. I edetal Action Number, il known.		7.	\$	IIII, II KIIUV	VII.	
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10a. Name and Address of Lobbying Entit	Ty	10b.	Individual Pe	erforming S	Services	
(if individual, last name, first						ifferent from No. 10a)
,	,			st name, f		
(attach Continuation Sheets SF-LLL-A, if neces						
11. Amount of Payment (check all that a	oply):	13.	Type of Payr			apply)
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Planned	\	1	b.		e-time fre	e
12. Form of Payment (check all that appl	y):		C.		mmission	
a. cash			d.		ntingent f	ee
b. in-kind: specify:			е.		ferred	
nature:			f.	otr	ier specify	<i> </i> :
value:		-				
14. Enter Description of Services perform				cluding off	icer(s), er	nployee(s), or Member(s)
contac	ted, for Payment indicate	ed on item	11:			
1E Continuation shoot(s) CE III A sho	ahadi -	T Voc				
15. Continuation sheet(s) SF-LLL-A attact		Yes	☐ No)		
16. Information requested through this fo		Signatur	ro:			
31 U.S.C. Section 1352. This disclosure of lobl		Signatul	re:			
material representation of fact upon which reliation above when this transaction was made or						
disclosure is required pursuant to 31 U.S.C. 13						
will be reported to the Congress semiannually						
public inspection. An person who fails to file th		Print Na	me:			
shall be subject to a civil penalty of not less that		Title:				
more than \$100,000 for each such failure.		Telepho	ne No:			
			TIO INO.			
		Date:				

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMS - 0348-0046

Reporting Entity:				
	-	Page	_of	

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01; 6025-01-C; 7510-01-C, 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



Sole Source Request Form Instruction Sheet

COUNTY POLICY ON SOLE SOURCE CONTRACTS:

It is the policy of the County of Orange to solicit competitive bids and proposals for its procurement requirements. Per the Contract Policy Manual, a sole source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the County's requirements, CPM section 4.5. All sole source purchases requiring Board of Supervisors approval shall be justified as meeting the sole source standard in the Agenda Staff Report. The Agenda Staff Report shall clearly state that it is a sole source procurement. The Sole Source Justification, as described below, shall be attached within the Agenda Staff Report (CPM, Section 4.5)

SECTION I – INSTRUCTIONS FOR COMPLETING THE ATTACHED FORM (To be completed by the department's end-user, Program Manager, or Subject Matter Expert)

- 1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
- 2. A written justification will be prepared by the department and approved by the department head or designee.
- 3. Prior to execution of a contract, the County Purchasing Agent or designee shall approve ALL sole source requests for commodities that exceed \$250,000 annually, services exceeding \$75,000 annually and all Board contracts despite the amount. Board approval is required for all sole source contracts for commodities that exceed \$250,000 annually and services exceeding \$75,000 annually or a two (2) year consecutive term, regardless of the contract amount.
- 4. If vendor is a retired, former Orange County employee, CEO Budget shall approve the sole source request, regardless of the sole source amount.
- 5. Valid sole source requests will contain strong technological and/or programmatic justifications. Requests will explain how it is a sole source purchase, provide a clear and convincing justification and detail the purchasing history (who, what, when, how and where).
- 6. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
- 7. Sole source requests for Human Service contracts will be guided by the regulations of the funding source.
- 8. Each question in Section II of this form must be answered in detail and the form signed by the department head with concurrence of the Deputy Purchasing Agent.
- 9. All sole source request forms must be entered into the County's online bidding system along with its supporting documentation.
- 10. The Deputy Purchasing Agent (DPA) shall retain a copy of the justification/approval as part of the contract file.

Attachment C



Sole Source Request Form

Sole Source Bidsync #_____SS-18220002-211OC

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department:			Date:				
OC Community Resources				May 30, 2018			
Vendor Name:				Sole Source BidSync Number:			
People for Irvine Community Health dba 2-1-1 Orange County				SS-18220002-211OC			
Is the above named vendor a re If "Yes", review and Approval is				☐ Y ion.	es 🔳 No		
Contract Term (Dates):		Is Agreement	greement Grant Fund		Percent Funded:	Funding Source	Proprietary?
07/01/18 - 06/3	07/01/18 - 06/30/19		□No		100	Various	☐ Yes ■ No
Contract Amount?				Is this renewable? If yes, how many years?			
\$1,235,169							
Type of Request:	_						_
■ New	☐ Renewal		☐ Multi-	Year	□ Aı	mendment	☐ Increase
Renewal Year:			Did vendor	provide	a sole source affidavit	? \(\sum \text{Yes}	■ No
No			If yes, plea	se attac	n		
Board Date:	d Date: ASR Number: If not sche			eduled to go to the Board explain why?			
6/26/18	6/26/18 S88C						
Does Contract include Non-Star	ndard Language? If yes, e	xplain in detail.					
No.							
Was Contract Approved by Risk	Mgmt.?			Was Contract Approved by County Counsel?			
Not necessary, no exception taken Pending							
Were any exceptions taken? If yes, explain in detail.							
None							
DDA contifies that they have need and venified that the information is time and estisfies the order or							
DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.							

Attachment C



Sole Source Bidsync #_____SS-18220002-211OC

SECTION III – SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

This is a human services contract.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.

The Contractor provides the mandated community/public accessible 2-1-1 Call Center 24/7 for persons in need to obtain information about health and social service resources in the Orange County region. 211OC serves people in all of Orange County whether the person resides within the County or not. When a non-County resident inquiries about services in Orange County, 211OC connects the person to the services they need. 211OC also partners with sister organizations like 211 San Diego and 211 Los Angeles, as necessary, to best support their clients.

Continued on additional sheet.

3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary. Attach additional sheet of necessary.

Attach additional sheet if necessary.

211OC is the only comprehensive Information and Referral Call Center in Orange County and the region's only call center designated by the California Public Utilities Commission to provide health and human services non-emergency Information and Referrals via the 2-1-1 telephone number. Attached is the Public Utilities Commission of the State of California Resolution certifying 211OC as the service provider for Orange County. The Resolution was enacted to use the 2-1-1 abbreviated dialing code to provide information and referral (I&R) services concerning housing assistance, programs to assist with utility bills, food assistance and other less urgent situations not currently addressed by either 911 or 311 services to all of Orange County. 211OCprovides critical health and human services and support information to Orange County residents in need of shelter, housing, job placement, child care, food, health care and mental health services, and a broad range of other human services.

Continued on additional sheet.



sole source kequest Form

Sole Source Bidsync #_____SS-18220002-211OC

4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

There isn't another agency in Orange County that provided the unique technical expertise for the logistical support for the Continuum of Care System. 2110C is the only nonprofit agency in the region contracted with HUD to implement the HMIS system. They are also the 211 call center as designated by the PUC. This uniquely positions them as the only agency to run the 211 call center and be the virtual front door for the federally required Coordinated Entry System.

5. If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.

If 211OC is unable to provide this product or service, neither OC Community Resources nor the County is designated by the California Public Utilities Commission (CPUC) to provide 211 Call Center services. In addition, OC Community Resources does not possess the expertise or capacity to operate the 211 Call Center system.

Continued on additional sheet.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

People for Irvine Community Health dba 2-1-1 Orange County merged with the OC Partnership in 2013. They continue to operate under the People for Irvine Community Health dba 2-1-1 Orange County. No litigation, judgments, etc. in the last 7 years other than one employee suit that was dismissed and never went to court but was settled by the Insurance Company.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last						
three years?	☐ Yes	■ No				
If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide						
contract dates, scope of work, and total amounts paid under each contract.						

Attachment C



Sole Source Request Form

Sole Source Bidsync #______SS-18220002-211OC

SECTION IV – AUTHOR/REQUESTOR							
Signature:	Print Name:	Date:					
Juanita Priciado	Juanita Preciado	6/8/2018					
E6039BF6D71242A							
SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)							
Signature:	Print Name:	Date:					
SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE							
Signature:	Print Name:	Date:					
Judi (rumly	Judi Crumly	6/8/2018					
4090E3A5818643B							
SECTION VII – DEPARTMENT HEAD APPROVAL							
Signature:	Print Name:	Date:					
Docusigned by:	Jim Wheeler	6/8/2018					
F6D0C81B99BD4F3							

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SECTION III – SOLE SOURCE JUSTIFICATION

2.) Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.

Continued:

County support for a portion of general operations and personnel is vital and will allow these services to continue to be available 24/7 to Orange County residents. 211OC also utilizes funds from private foundations, as well as, fees for service contracts and individual donations to fully fund the 211 referral center operation.

HCD&HP is requesting professional services as part of the annual process in developing, operating, and maintaining a Countywide Continuum of Care system to assist homeless persons. These services are part of a regional effort to build upon and strengthen the Countywide CoC system. The Countywide CoC system was developed to assist the community in successfully addressing the complex and interrelated problems associated with preventing and reducing homelessness. The Countywide CoC system serves as a vehicle for communities to identify needs and to marshal a variety of resources for use in a coordinated, comprehensive and effective manner.

Under the direction of the CoC and in coordination with HCD&HP County staff, 211OC will assist in the facilitation of the CoC processes in the following areas:

- Administrative Support for the CoC Board
- HUD Notice of Funding Availability (NOFA) for CoC Application
- Point In Time (PIT) Support
- Designated Homeless Management Information System (HMIS) Lead
- Coordinated Entry System (CES) Support
- Information and Referral Services (merged from human services contract)
- 3.) Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.

Additionally, 211OC tracks countywide "need" trends, helps to relieve 9-1-1 systems from non-emergency calls, and is progressively moving toward the goal of playing a critical role in the County's disaster preparedness strategy.

211OC is the nonprofit that provides technical assistance on the CoC system, which is regulated by the Department of Housing and Urban Development (HUD). The CoC system, per HUD's mandate, must provide, collect and report homeless data (such as Point-In-Time Count, Housing Inventory Count and Annual Performance Report) through the Homeless Management Information System (HMIS) and submit a funding application on an annual basis with the homeless data in HMIS. Also, as part of HUD's requirement, each CoC must designate one HMIS lead agency. For the County of Orange, 211OC has

been designated by the CoC and HUD to be the lead HMIS agency since 2005 and implemented HMIS in Orange County at that time, as well. Consequently, 211OC has provided HMIS technical support to Orange County agencies for the past ten years and no other vendor in Orange County has experience providing HMIS technical support to provider agencies within the County of Orange's CoC system.

Furthermore, since 2110C is the only HUD contracted provider implementing the HMIS data sharing system for Orange County and has been designated by the CoC and HUD as the only lead agency in Orange County's CoC to provide this service, 2110C's unique contribution cannot be replicated. In addition, in 2015, 2110C became the CoC Coordinated Entry System (CES) Lead. As such, 2110C previously received HUD grants to operate the CES which also is HUD mandated for local CoCs. As the County's designated 211 Call Center, 2110C is uniquely positioned to provide the virtual front--door for the required federally mandated Coordinated Entry System (CES). In 2017-18 the County will be the recipient of the CES grant, given the required coordination between CES and HMIS 2110C is the only agency that can support the County's requirement to fulfill HUD requirements/mandates; the County would be greatly compromised if 2110C did not provide these services. Such a comprised CoC system may put at risk the annual CoC allocation of \$23 million that is received by Orange County agencies for homeless services.

5.) If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.

211OC is a 24/7 social services resource and referral information system that supports and relieves existing 9-1-1 emergency services and strengthens the County's disaster response system should a disaster occur in the future. 211OCalso reduces health and human services call demand on many county agencies.

The CoC must have an HMIS system and 2110C is the CoC HUD designated agency in the County for HMIS implementation, management, and technical assistance and community support services.

The County does not have the capacity to take over the HMIS. Doing so would require extensive training, purchasing of software, entering into contracts with software vendors, and hiring additional staff. The County has not been designated as the lead agency to provide this service.

211OC's unique role as the lead agency for HMIS has a critical impact on Orange County's ability to successfully compete in the annual HUD CoC application process. In this role, 211OC coordinates with all public and private agencies contributing data to the HUD mandated HMIS system and assists with the completion of agency project application.

Accordingly, if 211OC were not playing this critical role, Orange County would not be eligible to compete in the CoC grant application process. Since 1998, Orange County has received approximately \$250 million in HUD funding that provides housing and supportive services to the homeless. Without HMIS In place and its continuous data collection and reporting capabilities coupled with HUD's increasing regulatory emphasis on centralized data collection and reporting, the County CoC would be unable to submit the annual CoC application as participation in HMIS and related data collection is a requirement/mandate and not an option.

TD/BKB

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Telecommunications Division Market Structure Branch

RESOLUTION T-16825 April 1, 2004

<u>RESOLUTION</u>

Resolution T-16825. Info Link. Request for certification as the 2-1-1 service provider for Orange County.

By Letter to Executive Director dated October 2, 2003.

Summary

This resolution grants People for Irvine Community Health dba Info Link Orange County (Info Link) the authority to use the 2-1-1 abbreviated dialing code to provide information and referral (I&R) services to all of Orange County. This authority is granted for an indefinite term, and can be contested by letter to the Executive Director or by formal application to the Commission.

Background

2-1-1 is the national abbreviated dialing code designated by the Federal Communications Commission to be used to phone non-emergency community I&R providers. Upon dialing 2-1-1, a caller will be routed to a referral service and then to an agency that can provide information concerning social services such as housing assistance, programs to assist with utility bills, food assistance and other less urgent situations not currently addressed by either 911 or 311 services. On January 23, 2002, the California Public Utilities Commission (Commission) instituted Rulemaking (R.) 02-01-025 into the implementation of 2-1-1 dialing in the State of California. In Decision (D.) 03-02-029, the Commission adopted regulatory policies and procedures to implement 2-1-1 dialing.

Included among these policies were guidelines and procedures whereby the Commission can certify I&R providers as eligible to purchase network telephone service that will enable them to receive calls from those who dial 2-1-1. Most of the procedures for I&R providers to follow in requesting authority to use the 2-1-1 dialing code are contained in D.03-02-029's Ordering Paragraph 2, quoted below:

170176 Page 8 of 15

Information and Referral (I&R) providers seeking authority to provide 2-1-1 service or to establish Regional Technical Centers for routing 2-1-1 calls to I&R service providers in California shall submit a letter to the Executive Director of the Commission approximately nine months before they plan to commence service. The letter shall contain the information detailed in the Service Provider Application Package in Appendix A, shall include a service rollout plan, and shall demonstrate compliance with the guidelines contained in Appendix A to this decision, along with letters of endorsement from community groups as described in Appendix A. The I&R providers shall serve this application letter on the parties to this proceeding on the same day as its submission to the Commission. The Commission shall publish a notice of this letter in its Daily Calendar. We establish a milestone of six months from the initial filing of this application letter for action by the Commission via a resolution resolving any issues. This application letter should be served on the appropriate incumbent local exchange carriers and on all parties to this proceeding.

On October 2, 2003, Info Link sent to the Commission's Executive Director a complete copy of its application letter¹ requesting certification as the 2-1-1 service provider in Orange County, as well as a copy with information Info Link considered confidential redacted. On the same date, Info Link sent to the service list for R.02-01-025 redacted copies of its application letter.

We remind local exchange carriers of D.03-02-029, Ordering Paragraph 3, which states "Within four months of the filing of a letter by I&R providers or a regional technical center seeking to initiate 2-1-1 service, the incumbent local exchange carriers serving the territory over which the 2-1-1 service will be offered shall file advice letters to provide the 2-1-1 switch translation services required." Ordering Paragraph 4 states "All other incumbent local carriers serving a territory over which the 2-1-1 service will be offered shall provide the needed switch translation service, but may either concur in the price terms offered by Pacific or Verizon or submit their own cost support information. This filing shall follow that of Pacific or Verizon by no more than 30 days." Competitive local carriers must comply with Ordering Paragraph 7, which states in part, "Within one month of the filing of an advice letter by incumbent local exchange carriers to offer 2-1-1 switch translation services in a specific area, each competitive local carrier providing services in the affected areas shall submit an advice letter, under General Order 96-a, demonstrating that it will offer 2-1-1 switch translation service at a reasonable rate to I&R providers on a timetable consistent with their rollout plans."

² Verizon requested and was granted an extension of time until April 8, 2004 to file the required advice letter.

¹ The terms "application letter" and "application" used herein mean the package of materials the prospective I&R provider files with the Commission by letter to the Executive Director, as specified in D.03-02-029, and are not a formal application to the Commission as described in the Commission's Rules of Practice and Procedure.

We remind payphone service providers of the same decision's Ordering Paragraph 6, stating in part "The providers of payphone services in an area in which 2-1-1 service will be offered shall end all non-conforming uses of 2-1-1 service within six months of their filing.", i.e., within six months of the filing of the application letter by the I&R provider.

Notice/Protests

Info Link states that it mailed a copy of its application letter to SBC Communications as well as to the service list for R.02-01-025, which includes the appropriate incumbent local exchange carriers. The Telecommunications Division published notice of Info Link's application letter in the Commission Daily Calendars on December 9 through December 15, 2003. Written comment on Info Link's application letter was received October 17, 2003 from California Alliance of Information and Referral Services, Inc. (CAIRS), supporting the request of Info Link to use the 2-1-1 dialing code in Orange County.

Discussion

The application prescribed by D.03-02-029 for potential I&R providers is divided into four major sections. The first section elicits information on the I&R provider's organization, its structure, its background, and experience.

Info Link is a non-profit corporation, incorporated in California on July 25, 1984 as People for an Irvine Community Hospital. In 1987 the corporation filed restated articles of incorporation changing its name to People for Irvine Community Health. In 1995 the corporation began doing business as Info Link Orange County. Info Link filed letters from the Internal Revenue Service and the California Franchise Tax Board that confirm its categorization as a non-profit corporation. Its location is 2081 Business Center Drive, Suite 130, Irvine CA 92612-1115. The contact person is Angie Baur, Executive Director, (949) 955-2255.

Info Link's application states that in 1988, it created an information and referral line in cooperation with the City of Irvine, and soon expanded to serve all of Orange County with comprehensive I&R service for health and human services. Info Link provides information and referral to hundreds of specialized providers of human services in Orange County, and has been the official I&R provider for Orange County's United Way since 1990. Info Link manages and has maintained the comprehensive I&R database for the Orange County Social Services Agency for over 12 years.

Furthermore, Info Link is a member of the Human Services Resource Committee, which is a collaborative effort to prepare local agencies in Orange County to respond in the

event of an emergency, in partnership with the primary local responders, the Emergency Operations Center and the Red Cross.

Info Link's application indicates that all three of its key managers have many years of experience either directly in comprehensive I&R service, or in similar human services planning and information management.

Info Link's budget and financial statements indicate a stable and solvent financial position. It appears that Info Link has appropriate budgetary planning procedures to support 2-1-1 service at current call volumes. Info Link indicates that its current funding sources cannot provide the level of revenue required for the expansion necessary for a quality 24/7/365 2-1-1 call center, and that its board of directors along with the 2-1-1 steering committee have strategic plans for obtaining diversified funding for this project.

The second section of the prescribed application sets forth the required service conditions that a 2-1-1 service provider must meet. Section 2 of Info Link's application indicates that Info Link does not and will not receive fees from referred organizations nor charge providers to be listed in its database. Furthermore, Info Link provides its service at no charge to callers and there are no advertisements or commercial sponsorship messages on its lines. Info Link states that it currently does not operate 24 hours per day, but is planning to provide continuous operation of its call center. It is also exploring alternatives such as contracting with other local agencies or with surrounding county partners that offer or soon will be offering 2-1-1 service, in the event that Info Link's staffing and funding capacity would not allow continuous operation of its own call center. Info Link provides its I&R services live by staff and trained volunteers, and currently it has staff capacity to offer services in English and Spanish. Info Link states that it will make a concerted effort to hire Spanish and Vietnamese bilingual I&R specialists as it hires to expand its staff. Info Link also uses tele-interpreting services which allow it to access more than 150 languages.

In the third section of the prescribed application, the applicant must demonstrate its understanding of and agreement to adhere to the standards for delivery of I&R services established by the Alliance of Information and Referral Services (AIRS). Info Link's application includes descriptions of its policies in the areas of call assessment and follow-up, confidentiality, database standards, disaster readiness, reports and measures, cooperative relationships, training, marketing, and program evaluation. These policies appear to be more than adequate to meet the standards established by AIRS.

In the fourth section of the prescribed application, the applicant demonstrates its level of community support by including up to 15 letters of endorsement from organizations and agencies that are stakeholders in the health and human services network in its

community. Info Link included in its application letters of endorsement from 15 different organizations and agencies in a broad range of health and human service fields including homeless service, health, mental health, employment, domestic violence, disability, emergency (disaster), alcohol and drugs, and senior services. Many of Info Link's endorsements are from county agencies in Orange County, indicating its close integration with local government in its area of service.

In processing this 2-1-1 application, Telecommunications Division considered the opinion of Orange County government, which oversees the operations of county hospitals, a county welfare department, and numerous other agencies and programs in the fields of health and human services, and is best equipped to evaluate whether an I&R provider is well suited to provide comprehensive I&R service in Orange County. California's size and diversity, in geography, politics, and many other categories, argue against a statewide "one size fits-all" approach to evaluating and choosing comprehensive I&R providers. County governments can best apply local standards and local knowledge to this difficult but important task. The Chairman of the Orange County Board of Supervisors wrote a letter on September 12, 2003 endorsing Info Link to serve as the 2-1-1 provider for Orange County residents and employees. The Commission values the input of the Orange County Board of Supervisors on this matter.

D.03-02-029 did not specifically address the length of time for which the Commission's grant of authority to use the 2-1-1 dialing code should be made. Utilities and other frequent participants in Commission proceedings generally know that most Commission decisions, resolutions, and actions can be later modified or rescinded if a showing of sufficient grounds to do so is made in a filing before the Commission. However, most I&R providers and county governments are not frequent participants in Commission proceedings, and may benefit from some clarification of this point. The grant of authority to use the 2-1-1 dialing code in a county or group of counties is for an indefinite term and may be revised or rescinded if a showing of sufficient grounds to do so is made to the Commission. For the reasons cited in the previous paragraph, the Commission should consider a resolution by the Orange County Board of Supervisors as a crucial part of any showing that the authority to use the 2-1-1 dialing code for comprehensive I&R service for Orange County should be rescinded, reassigned, or modified. A letter to the Commission's Executive Director could serve to initiate such a process. Any such process should provide notice to all affected parties and an opportunity to be heard.

The Telecommunications Division concludes that the application letter filed by Info Link meets the requirements set forth in the Commission's order and recommends that the Commission approve this filing. Commission approval is based on the specifics of the application letter, and does not establish a precedent for the contents of future filings or for Commission approval of similar requests.

This is an uncontested matter in which the resolution grants the relief requested. Accordingly, pursuant to P.U.Code Section 311 (g) (2), the otherwise applicable 30-day period for public review and comment is being waived.

Findings

- 1. Info Link sent its application letter for certification as the 2-1-1 service provider for Orange County to the Commission on October 2, 2003.
- 2. One written comment on Info Link's application was filed.
- 3. The Commission should consider the judgment and expertise of county government for the selection of the county's comprehensive I&R provider.
- 4. The Chairman of the Orange County Board of Supervisors wrote a letter to the Commission on September 12, 2003, endorsing Info Link to serve as the 2-1-1 provider for Orange County.
- 5. TD concludes that Info Link's application meets the requirements established by D.03-02-029 to use the 211 dialing code.

THEREFORE, IT IS ORDERED that:

- 1. People for Irvine Community Health dba Info Link Orange County (Info Link) is granted the authority to use the 2-1-1 abbreviated dialing code to provide information and referral (I&R) services to all of Orange County.
- 2. This authority is granted for an indefinite term, and can be contested by letter to the Executive Director or by formal application to the Commission. Any process to contest, revise, or rescind this authority shall provide notice to all affected parties and an opportunity to be heard.
- 3. If Info Link fails to implement 2-1-1 dialing within a year after the Commission's approval of Info Link and of the telecommunications service providers' tariffs or contracts ordered in Ordering Paragraphs 3, 4, and 7 of D.03-02-029, then, barring further Commission action, the certification of Info Link shall lapse so that another I&R provider may apply to offer service in a service territory containing Orange County.

4. Info Link shall notify the Director of the Telecommunications Division in writing of the date 2-1-1 service is first rendered to the public, within five days after service begins.

This Resolution is effective today.

I hereby certify that the Public Utilities Commission at its regular meeting on April 1, 2004 adopted this Resolution. The following Commissioners approved it:

/s/ WILLIAM AHERN

WILLIAM AHERN Executive Director

MICHAEL R. PEEVEY
President
CARL W. WOOD
LORETTA M. LYNCH
GEOFFREY F. BROWN
SUSAN P. KENNEDY
Commissioners

BidSync: Authorize Release Bid

6/14/2018





Purchasing Home Search Source **Contracts** Tools Release Bid Workflow **Bid Information** Name: Heather Condon Phone: 714 566-3059 Bid Number: Email: heather.condon@occr.ocgov.com Status: Submitter Jun 14, 2018 7:14:11 AM PDT 012-SS-18220002-211OC **Bid Title:** SS 211 OC - FY 18-19 Orange County Referral Service Jan Eickholt Heather Condon Submitter (for CPO SS Routing (Group)) Approved Status Status: Approved Comments: HUD Mandated And Board Resolution View Workflow History Close

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Contract Summary Form

PEOPLE FOR IRVINE COMMUNITY HEALTH dba 2-1-1 Orange County

SUMMARY OF SIGNIFICANT CHANGES

- 1. Contract combines the previously separate Call Center (human services) contract and Professional Services contract into one contract.
- 2. Upgrade to current standard contract template resulting in reformatting of the previous contract template.
- 3. Addition of federal COC Subrecipient requirements due to changes in funding source for assistance with Coordinated Entry System (CES).
- 4. Enhancements to Attachment A Scope of Services to more accurately reflect changes and improvements to the program. There is a specific section for the Call Center duties. The other sections more accurately reflect the changing role of 211OC in CES and Point in Time count.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Operational Costs	Totals
Project Activity: 2-1-1 Orange County Information & Referral	\$200,000
Call Center	
Project Activity: Planning Grant – Support for the CoC	\$245,612
(Administrative support for the CoC Board; CoC Community	
Engagement; HUD NOFA for CoC Application; PIT Support)	
Project Activity: Ops Reserve – Designate HMIS Lead and CES	\$280,500
Support, includes 25% match for HUD CES and HMIS	
Project Activity: 360° Connection – Development of "warm	\$200,000
connect" to resources, identify resource gaps in the	
community, increase community awareness through	
outreach efforts.	
Project Activity : HUD CES Sub-recipient – Virtual Front Door	\$232,380
Project Activity: HUD CES Sub-recipient – CES 6 mo.	\$76,677
Subtotals	\$1,235,169