

1 CONTRACT FOR PROVISION OF
2 TRANSITIONAL AGE YOUTH EMERGENCY SHELTER OPERATIONS AND SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 COVENANT HOUSE CALIFORNIA
7 AUGUST 15, 2021 THROUGH JUNE 30, 2023
8

9 THIS CONTRACT entered into this 15th day of August 2021, (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and
11 COVENANT HOUSE CALIFORNIA, a California nonprofit corporation (CONTRACTOR).
12 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or
13 collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health
14 Care Agency or an authorized designee ("ADMINISTRATOR").
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16 **W I T N E S S E T H:**
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Transitional
19 Aged Youth Emergency Shelter Operations and Services, described herein to individuals experiencing
20 homelessness in Orange County; and

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

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

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	6
III. Assignment of Debts	6
IV. Compliance	6
V. Confidentiality.....	9
VI. Conflict of Interest	9
VII. Corrective Action Plan.....	9
VIII. Cost Report	10
IX. Debarment and Suspension Certification	12
X. Delegation, Assignment and Subcontracts.....	12
XI. Dispute Resolution	14
XII. Employee Eligibility Verification	15
XIII. Equipment	15
XIV. Facilities, Payments and Services.....	16
XV. Indemnification and Insurance	17
XVI. Inspections and Audits	21
XVII. Licenses and Laws	22
XVIII. Literature, Advertisements and Social Media.....	23
XIX. Maximum Obligation.....	23
XX. Minimum Wage Laws	23
XXI. Nondiscrimination.....	24
XXII. Notices.....	26
XXIII. Notification of Death	27
XXIV. Notification of Public Events and Meetings	27
XXV. Participant's Rights	28
XXVI. Payment Card Compliance.....	28
XXVII. Records Management and Maintenance	28
XXVIII. Research and Publication.....	30
XXIX. Revenue	30
XXX. Severability.....	30
XXXI. Special Provisions	30
XXXII. Status of Contractor	31

TABLE OF CONTENTS**PARAGRAPH****PAGE**

XXXIII. Term	32
XXXIV. Termination	32
XXXV. Third Party Beneficiary	34
XXXVI. Waiver of Default or Breach.....	34
Signature Page	35

EXHIBIT A

I. Common Terms and Definitions	1
II. Budget	3
III. Payments	4
IV. Reports.....	5
V. Services	6
VI. Staffing	11

REFERENCED CONTRACT PROVISIONS

Term: August 15, 2021 through June 30, 2023

Maximum Obligation: \$893,601.00

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 61-753-7436

CONTRACTOR TAX ID Number: 13-3391210

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Covenant House California
1325 North Western Ave
Los Angeles, CA 90027-5615
Bill Bedrossian, President
bbedrossian@covca.org

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I. ACRONYMS

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

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

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

12 13 **II. ALTERATION OF TERMS**

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

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

21 22 **III. ASSIGNMENT OF DEBTS**

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

30 31 **IV. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of the Transitional Aged Youth Emergency Shelter Operations and Services Program, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. This obligation shall also apply to CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors, consultants, volunteers and interns 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 in the performance of their duties.

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

1 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an
2 acceptable timeframe as determined by ADMINISTRATOR, ADMINISTRATOR reserves the right to
3 reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the
4 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a
5 material breach and be grounds for termination of this Contract.

6 7 **VIII. COST REPORT**

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

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

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

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

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

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

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1 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
2 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
3 shall document that costs are reasonable and allowable and directly or indirectly related to the services
4 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
5 any.

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

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

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

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

28
29 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
30 supporting documentation prepared by _____ for the cost report period
31 beginning _____ and ending _____ and that, to the best of my
32 knowledge and belief, costs reimbursed through this Contract are reasonable and
33 allowable and directly or indirectly related to the services provided and that this Cost
34 Report is a true, correct, and complete statement from the books and records of
35 (provider name) in accordance with applicable instructions, except as noted. I also
36 hereby certify that I have the authority to execute the accompanying Cost Report.
37

Signed _____
 Name _____
 Title _____
 Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract. Any attempted assignment in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

12 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
13 with respect to a name change. CONTRACTOR is also obligated to notify COUNTY in writing if
14 CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may
15 reasonably affect CONTRACTOR's performance under the Contract, as well as any potential conflicts
16 of interest between CONTRACTOR and COUNTY that may arise prior to or during the period of
17 Contract performance.

18 19 **XI. DISPUTE RESOLUTION**

20 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
21 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
22 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
23 the attention of the County Procurement Officer by way of the following process:

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

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

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

37 //

1 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
2 shall be signed by the County Procurement Officer or deputy. If COUNTY fails to render a decision
3 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
4 decision adverse to CONTRACTOR's contentions.

5 D. This Contract has been negotiated and executed in the State of California and shall be governed
6 by and construed under the laws of the State of California. In the event of any legal action to enforce or
7 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
8 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
9 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
10 agree to waive any and all rights to request that an action be transferred for adjudication to another
11 county.

12 13 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

23 24 **XIII. EQUIPMENT**

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

36 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
37 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR

1 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
2 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
3 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
4 purchased asset in an Equipment inventory.

5 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
6 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
7 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
8 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

28 **XIV. FACILITIES, PAYMENTS AND SERVICES**

29 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
30 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
31 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
32 minimum number and type of staff which meet applicable federal and state requirements, and which are
33 necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY
34 immediately and be approved in writing by ADMINISTRATOR

35 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
36 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.

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1 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days
2 in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or
3 supplies.

4 5 **XV. INDEMNIFICATION AND INSURANCE**

6 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
7 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
8 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
9 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
10 including but not limited to personal injury or property damage, arising from or related to the services,
11 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
12 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
13 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
14 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
15 request a jury apportionment.

16 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
17 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
18 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
19 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
20 on deposit with COUNTY during the entire term of this Contract.

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

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

35 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all
36 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
37 //

subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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

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

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

F. QUALIFIED INSURER

1. 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).

2. 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.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Employee Dishonesty	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

5 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

34 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
35 pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the
36 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
37 submitted to ADMINISTRATOR.

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

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

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

XVI. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,

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1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
2 amount not to exceed the reimbursement due COUNTY.

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

6 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
7 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
8 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
9 cost of such operation or audit is reimbursed in whole or in part through this Contract.

10 11 **XVII. LICENSES AND LAWS**

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

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

- 24 1. ARRA of 2009.
- 25 2. Trafficking Victims Protection Act of 2000.
- 26 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 27 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 28 5. CCR, Title 17, Public Health.
- 29 6. CCR, Title 22, Social Security.
- 30 7. CFR, Title 42, Public Health.
- 31 8. CFR, Title 45, Public Welfare.
- 32 9. USC Title 42. Public Health and Welfare.
- 33 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 34 11. 42 USC §1857, et seq., Clean Air Act.
- 35 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 36 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 37 14. McKinney-Vento Homeless Assistance Act

1 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
3 Awards.

4
5 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

6 A. Any written information or literature, including educational or promotional materials,
7 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
8 to this Contract must be approved at least thirty (30) business days in advance and in writing by
9 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
10 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
11 and electronic media such as the Internet.

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

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

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

27
28 **XIX. MAXIMUM OBLIGATION**

29 A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract
30 is as specified in the Referenced Contract Provisions of this Contract.

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

33
34 **XX. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
37 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or

1 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall
2 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid
3 no less than the greater of the federal or California Minimum Wage.

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

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

11 12 **XXI. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

28 3. CONTRACTOR shall not discriminate between employees with spouses and employees
29 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
30 the provision of benefits.

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

34 5. All solicitations or advertisements for employees placed by or on behalf of
35 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
36 for employment without regard to race, religious creed, color, national origin, ancestry, physical
37 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

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

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

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

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

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

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

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

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

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

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

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

25 26 **XXII. NOTICES**

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

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

32 2. When faxed, transmission confirmed;

33 3. When sent by E-Mail; or

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

36 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
37 this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

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

XXIII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

6 **XXV. PARTICIPANT'S RIGHTS**

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

11 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
12 internal grievance and appeals process approved by ADMINISTRATOR, to which the Participant shall
13 have access.

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

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

21 **XXVI. PAYMENT CARD COMPLIANCE**

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

31 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
36 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
37 //

1 records shall include, but not be limited to, individual housing plans, case management plans and
2 utilization review records.

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

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

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

17 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR
18 shall maintain participant records and must establish and implement written record management
19 procedures.

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

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

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

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

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

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

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

XXVIII. RESEARCH AND PUBLICATION

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

XXIX. REVENUE

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

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

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

XXX. SEVERABILITY

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

XXXI. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.
 4. Purchasing gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
 5. Reimbursing CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 8. Severance pay for separating employees.
 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
 10. Supplanting current funding for existing services.
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:
1. Funding travel or training (excluding program-related mileage or parking).
 2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant care.
 3. Paying for grant writing, consultants, certified public accounting, or legal services.
 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.
 5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
 6. Providing inpatient hospital services or purchasing major medical equipment.
 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
 8. Purchasing gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Participants outside of program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXXIII. TERM

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

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

XXXIV. TERMINATION

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

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

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

1 C. CONTINGENT FUNDING

2 1. Any obligation of COUNTY under this Contract is contingent upon the following:

3 a. The continued availability of federal, state and County funds for reimbursement of
4 COUNTY's expenditures, and

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

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

11 D. In the event this Contract is suspended or terminated prior to the completion of the term as
12 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
13 sole discretion, reduce the Maximum Obligation of this Contract to be consistent with the reduced term
14 of the Contract.

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

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

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

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

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

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

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

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

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

37 //

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

5 **XXXV. THIRD PARTY BENEFICIARY**

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

9
10 **XXXVI. WAIVER OF DEFAULT OR BREACH**

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

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

3
4
5 COVENANT HOUSE CALIFORNIA

6
7 DocuSigned by:
8 BY: Bill Bedrossian
9 8F0105E6794A402...

DATED: 6/9/2021

10 TITLE: President

11
12 BY: _____

DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____

DATED: _____

22 HEALTH CARE AGENCY

23
24
25
26
27 APPROVED AS TO FORM

28 OFFICE OF THE COUNTY COUNSEL

29 ORANGE COUNTY, CALIFORNIA

30
31 DocuSigned by:
32 BY: Brittany McLean
33 9713A4061D4343D...
DEPUTY

DATED: 6/9/2021

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

EXHIBIT A
CONTRACT FOR PROVISION OF
TRANSITIONAL AGE YOUTH EMERGENCY SHELTER OPERATIONS AND SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COVENANT HOUSE CALIFORNIA
AUGUST 15, 2021 THROUGH JUNE 30, 2023

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

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

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

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

4. Client or Participant means an transitional age youth between the ages of 18 to 14, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, who are experiencing homelessness, as defined by Paragraph V. Section A of this Exhibit A in Orange County.

5. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for program participants. The CES covers the geographic area of Orange County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services, and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

6. CES Community Queue refers to a list of eligible participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

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

1 8. Data Collection System means software designed for collection, tracking and reporting
2 outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection
3 system utilized is the Homeless Management Information System (HMIS); however, victim service
4 providers utilize comparable Data Collection Systems.

5 9. Engagement means the process by which a trusting relationship between worker and
6 Participant(s) is established with the goal to link the participant(s) to the appropriate services, including
7 mainstream benefits, emergency shelter and housing programs.

8 10. Homeless Management Information System (HMIS) refers to the database mandated by the
9 U.S. Department of Housing and Urban Development used to collect participant-level data on the
10 provision of housing and supportive services to individuals and families at risk of homelessness or
11 experiencing homelessness.

12 11. Housing Navigation is community-based, solution-focused strategy that assist participants
13 with barriers to housing in identifying housing resources, applying for housing and accessing and
14 maintaining stable housing.

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

20 13. Information and Referrals refers to the provision of information on community, social,
21 health and government programs in the community that address the needs of Participants. This may
22 include information to access community health clinics, food pantries, support groups, etc.

23 14. Intake means the initial meeting between a Participant and CONTRACTOR's staff and
24 includes an evaluation to determine if the Participant meets program criteria and is willing to seek
25 services.

26 15. Outreach means the outreach to potential Participants to link them to appropriate supportive
27 services and may include activities that involve educating the community about the services offered and
28 requirements for participation in the programs. Such activities should result in CONTRACTOR
29 developing its own Participant referral sources for the programs it offers.

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

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

36 18. Service Planning Areas (SPA) refers to the three geographic areas of Orange County
37 (North, Central, and South) designated for the purposes of promoting increased coordination and

collaboration in the delivery of programs and solutions that effectively address homelessness. Reference Attachment A for map of the Orange County SPAs.

19. Transitional Age Youth (TAY) refers to Participants between the ages of 18 to 24 who are experiencing homelessness.

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

II. BUDGET

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

PROGRAM COSTS

Salaries	\$390,008.00
Benefits	\$97,293.00
Services and Supplies	\$406,300.00
SUBTOTAL PROGRAM COSTS	\$893,601.00

TOTAL COSTS	\$893,601.00
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B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

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

3 4 **III. PAYMENTS**

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears. All payments are interim payments
6 only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for
7 which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;
8 provided, however, the total of such payments do not exceed the Maximum Obligation as specified in
9 the Referenced Contract Provisions of the Contract, and provided further, CONTRACTOR's costs are
10 reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its
11 discretion, pay supplemental invoices for any month for which the provisional amount specified above
12 has not been fully paid.

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

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

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

27 B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR
28 and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth
29 (20th) day of each month. Invoices received after the due date may not be paid within the same month.
30 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
31 after receipt of the correctly completed invoice.

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

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

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

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

6 7 **IV. REPORTS**

8 A. CONTRACTOR shall maintain records and make statistical reports as required by
9 ADMINISTRATOR.

10 **B. FISCAL**

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

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

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

34 D. PROGRAMMATIC – CONTRACTOR may be required to submit monthly reports to
35 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
36 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR
37 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be

specific as to the nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the duties and purposes contained in the Contract. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days’ notice if such additional reports are required, and shall explain any procedures for reporting the required information.

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, serious, injury, death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to liability.

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

V. SERVICES

A. Target Population

1. CONTRACTOR is to identify Transitional Age Youth experiencing unsheltered homelessness who need emergency shelter services.

2. CONTRACTOR is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD, State and local jurisdictions. Additional eligibility criteria to be discussed and agreed upon between COUNTY and CONTRACTOR.

3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and 3, per the Final Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

a. Category 1: Literally Homeless – Individuals who lack a fixed, regular, and adequate nighttime residence, meaning:

i. Has a primary nighttime residence that is a public or private place not meant for human habitation;

ii. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

b. Category 3: Homeless under other Federal Statutes – Unaccompanied youth under 25 years of age who do not otherwise qualify as homeless under this definition but who:

- i. Are defined as homeless under other listed federal statutes;
- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- iii. Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- iv. Can be expected to continue in such status for an extended period of time due to special needs or barriers.

B. Description of Services

1. Essential Requirements – CONTRACTOR shall:

- a. Maintain emergency shelter operations and services 24 hours a day, seven (7) days a week. Any change or deviation from this schedule must have prior approval from COUNTY.
- b. Maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.
- c. Operate the Program to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.
- d. Have a 24-hour contact available to Program staff for emergency purposes and communication policies and procedures in place to notify COUNTY as appropriate.
- e. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.
- f. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and Personal Identifying Information (PII) as private, confidential, secure, etc.
- g. Provide regional coordination for the Program for Participants at-risk of homelessness or experiencing homelessness in Orange County.
- h. Ensure timely and appropriate HMIS data input, including progress notes after each engagement with a Participant.

2. Administrative Management Tasks – CONTRACTOR shall:

- a. Work in partnership with COUNTY to deliver the services as outlined in the Program by being responsive to the needs of the household eligible for services.
- b. Work in partnership with COUNTY to be a Good Neighbor to the surrounding community. This includes informing the public about the positive aspects of the Program, being responsive to community concerns, and working closely with City and County government agencies to minimize the impact of the Program on the surrounding neighborhood. Attachment B details the approved Good Neighbor Policy for the Program.
- c. Submit policies and procedures for the operations of the Program, as requested by COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

1 d. Track Program costs and ensure eligibility for payment within the funding
2 requirements.

3 e. Operate, maintain, coordinate and staff the resources of the Program.

4 f. Coordinate with COUNTY agencies to provide appropriate supportive services to
5 program Participants including but not limited to Health Care Agency (HCA), Social Services Agency
6 (SSA), and OC Community Resources (OCCR).

7 g. Coordinate with COUNTY agencies, the Orange County CoC and community-based
8 organizations on administrative functions such as COVID-19 Responsive Service Program operations
9 meetings, as necessary and appropriate. This should incorporate technology solutions such as
10 teleconferencing and videoconferencing as precautionary measures to limit the community spread and
11 exposure to COVID-19.

12 h. Enter Program data into HMIS or comparable database and adhere to all
13 implementation guidelines developed under the Orange County CoC and per HMIS standards and
14 requirements or amended HMIS standards and requirements, as applicable.

15 3. Emergency Shelter Operations and Services – CONTRACTOR shall:

16 a. Provide emergency shelter, intake assessments, case management and supportive
17 services to transitional aged youth experiencing homelessness to secure permanent housing, increased
18 income, and connections to public benefits and health services. Such connections, as a result of the
19 intake assessment and dependent upon the needs of the Participant, may include but are not limited to:

20 i. Mental health, physical health and substance use support and treatment

21 ii. Monitoring and evaluating program participant progress

22 iii. Providing information and referrals to other providers

23 iv. Developing an individualized housing and service plan for permanent housing
24 stability

25 v. Education and life skills curriculum

26 vi. Employment assistance and job training to support in developing employment skill
27 development and identifying employment opportunities

28 vii. Transportation assistance

29 b. Provide referrals and confirmed linkages to address the eligible participants' physical,
30 behavioral and other health needs and assist the eligible participants in obtaining the necessary services.

31 c. Provide trauma-informed case management services to eligible participants and assist
32 them with accessing and transitioning to available housing opportunities.

33 d. Operate the Program in accordance with the County of Orange Standards of Care for
34 Emergency Shelter Providers and ensure that the Program Policies and Procedures adhere to and
35 implement the established guidelines.

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e. Operate the Program in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.

f. Coordinate with COUNTY agencies engaged with individuals experiencing homelessness, including but not limited to the HCA, SSA, and OCCR; and engage local agencies, social services programs and volunteers to assist with Program services.

g. Act as a CES access point and support participants in completing the CES assessment collecting needed verification documents and program enrollments and/or housing navigation to secure permanent housing.

h. Develop key relationships with the surrounding community, including neighbors, local businesses and other community partners in support of the Program and the transitional aged youth served by the Program.

C. Performance Measures and Monitoring

1. The following performance measures are a requirement of this Contract:

a. CONTRACTOR shall serve a minimum of 150 transitional aged youth experiencing homelessness.

b. CONTRACTOR shall provide a 90-day average length of stay for participants in the Program.

c. CONTRACTOR shall maintain a daily shelter occupancy of at least 95% or higher.

d. At minimum, 25% of Participants should have increased earned income at Program exit.

e. At minimum, 30% of Participants should exit the Program to a permanent housing destination.

2. COUNTY, in coordination with CONTRACTOR, will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:

a. Review of Participant file documentation

b. Review of eligible activity and cost requirements established by HHAP Program guidelines

c. Review of policies and procedures and consistent adherence to Program practices

d. HMIS data entry completion, including review of progress notes captured in HMIS

e. Interviews with Program staff

3. COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein including the Standards of Care. Substandard performance, as determined by COUNTY in its sole discretion, will constitute non-compliance with this Contract for which COUNTY may immediately terminate the Contract. If action to correct such

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1 substandard performance is not taken by CONTRACTOR within the time period specified by
2 COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.

3 4. COUNTY shall periodically evaluate CONTRACTOR'S progress in complying with the
4 terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall
5 report the findings of each monitoring to CONTRACTOR.

6 D. Reporting Requirements

7 1. CONTRACTOR is required to submit reporting on a monthly and quarterly basis in a form
8 acceptable to COUNTY. Monthly reports are due by the twentieth (20) day of the following month of
9 services rendered, unless otherwise approved by COUNTY. The reporting shall support COUNTY in
10 evaluating CONTRACTOR'S performance as it related to Participant data, program linkages and units
11 of services. CONTRACTOR shall be required to utilize the HMIS to support with data collection,
12 management, and reporting standards and used to collect Participant-level data.

13 2. CONTRACTOR is required to submit reporting at regular intervals to HCA that details the
14 following:

- 15 a. Total number of eligible participants served in the program;
- 16 b. Composition of the households – demographics, size and type;
- 17 c. Provision of services and service types provided;
- 18 d. Length of stay in the program; and
- 19 e. Number of Participants' exits and exit types.

20 E. File Maintenance and Documentation – CONTRACTOR shall:

21 1. Prepare all applicable files and perform all administrative management tasks, as indicated
22 in the CONTRACT.

23 2. Maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2),
24 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

25 3. Maintain records providing a full description of each activity undertaken.

26 4. Maintain financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

27 5. Maintain other records necessary to document compliance with Subpart K of 24 CFR 570.

28 6. Annual Audit Submission: Independent audits to be performed by a Certified Public
29 Accountant, which shall include an audit of funds received from COUNTY, in accordance with
30 applicable regulatory requirements. Copies of each required audit report must be provided to COUNTY
31 within thirty (30) calendar days after the date received by CONTRACTOR.

32 7. Retention: Except as otherwise provided elsewhere in this Contract, CONTRACTOR shall
33 retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years
34 after the termination of all activities funded under this Contract, or after the resolution of all federal
35 audit finding, whichever occurs later. Records for non-expendable property acquired with funds under
36 this Contract shall be retained for five (5) years after final disposition of such property. Records for any
37 displaced person must be kept for five (5) years after final payment received.

VI. STAFFING

A. CONTRACTOR shall provide effective administrative management of budgeting, staffing, recording, and reporting portions of the Contract with COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that the subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position;
6. Effectively communicate and monitor the program for its success;
7. Maintain communication between the Contract key staff and Program Administrators; and
8. Act quickly to identify and solve problems.

B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall at minimum have one (1) bilingual staff working in the PROGRAM. CONTRACTOR shall ensure that documents are maintained showing such efforts, which may include, but are not limited to, records of participation in COUNTY sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

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

PROGRAM STAFFING	FTE
Program Director	0.5
Resident Manager	0.5
Case Manager	1.0
Youth Engagement Specialist	5.5
Community Involvement Coordinator	0.5
Clinical Psychologist	0.5
TOTAL PROGRAM STAFFING	8.5

1 D. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
2 Director and other administrative positions, which will include, but not be limited to, an application for
3 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
4 applicable), pay rate and evaluations justifying pay increases.

5 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Staffing Paragraph of this Exhibit A to the Contract.

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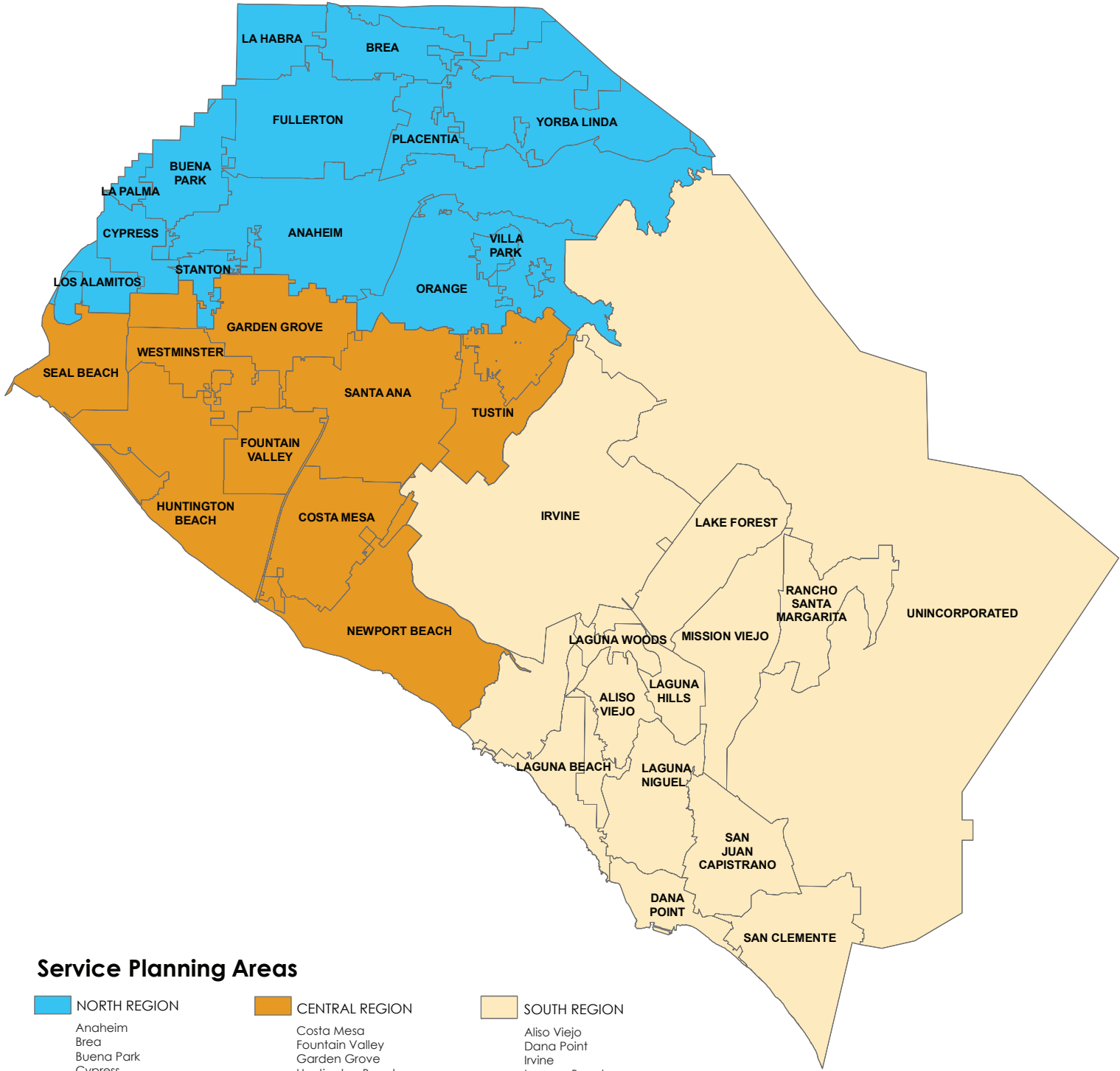
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County of Orange Service Planning Areas



Service Planning Areas

NORTH REGION	CENTRAL REGION	SOUTH REGION
Anaheim	Costa Mesa	Aliso Viejo
Brea	Fountain Valley	Dana Point
Buena Park	Garden Grove	Irvine
Cypress	Huntington Beach	Laguna Beach
Fullerton	Newport Beach	Laguna Hills
La Habra	Santa Ana	Laguna Niguel
La Palma	Seal Beach	Laguna Woods
Los Alamitos	Tustin	Lake Forest
Orange	Westminster	Mission Viejo
Placentia	County Unincorporated	Rancho Santa Margarita
Stanton		San Clemente
Villa Park		San Juan Capistrano
Yorba Linda		County Unincorporated
County Unincorporated		



Policy and Procedures Manual

Policy Title: Good Neighborhood Policy

Date Revised: 2/5/2021

Site Specific: ALL SITES

Program Specific: ALL PROGRAMS

PURPOSE

Covenant House California is interested in any concern or complaint brought forward by a member of the community. It is important that community members have an avenue to voice and document their attempt to gain remedy for any perceived disturbance, or grievance involving Covenant House California staff or client(s). Covenant House California is also interested in supporting and engaging those experiencing homelessness in the community and making connections to homeless service programs as requested from community members.

PROCEDURE

Any concern from the neighborhood or surrounding community will be accepted by the staff on duty and they will immediately forward that information to the Administrator on call (Residential Manager, Assistant Residential Manager or Program Director) and then alert the senior vice president. The staff will log the contact information into a record-keeping log/binder as proof of receipt to include the name of the person, date and time the complaint was received. A description of the concern shall be included by the person(s) lodging the report, with as much information about the event as possible, for example:

1. Date and time of the incident?
2. Location of the incident?
3. Does this report involve a motor vehicle accident?
4. Does this report involve a client in any program at Covenant House California?
5. Does this report involve a staff of Covenant House California?
6. Does this report involve property damage?
7. Were local authorities contacted?

Any request for engaging those experiencing homelessness in the community and making connections to homeless service programs will also be accepted by Covenant House California.

Please note that the contact information, i.e., first and last name, telephone number and or e-mail address is crucial to the receipt of a timely response.

Staff will ensure the person(s) of a timely response by the senior vice president/program director within 48 hours of receipt of the concern, with the exception of weekend days. If a report is received during the weekend, the manager on-call will accept the concern. The manager shall include in the weekend report to his/her supervisor, notification, and shall copy the weekend report to the program director.



Policy and Procedures Manual

Covenant House California encourages the person(s) lodging the written concern, to ensure the accuracy of the contact information, by reviewing prior to the security staff receiving the information.

The Administrator and Program Director will work with the neighbor to clarify and resolve the concern or reported issue. Follow up will consist of a call back to the neighbor to inform them of the outcome of the report.