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EXHIBIT A

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ATTACHMENT A

I. County of Orange Service Planning Areas	
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REFERENCED CONTRACT PROVISIONS

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Term: March 23, 2021 through June 30, 2023

1. COVID-19 Response Rapid Rehousing Services

Period One means the period from March 23, 2021 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

2. Emergency Housing Voucher Supportive Services

Period Two means the period from July 13, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023 ~~Term: March 23, 2021 June 30, 2022~~

Maximum Obligation: \$11,409,856

1. COVID-19 Response Rapid Rehousing Services

Maximum Obligation: \$9,110,656

2. Emergency Housing Voucher Supportive Services

Maximum Obligation: Period Two Maximum Obligation: \$1,427,650

Period Three Maximum Obligation: \$871,550

TOTAL MAXIMUM OBLIGATION: \$2,299,200

~~Maximum Obligation: \$9,110,656~~ 8

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 879797165

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23 **CONTRACTOR TAX ID Number:** 33-0315864

24

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26

27 **Notices to COUNTY and CONTRACTOR:**

28

29	COUNTY:	County of Orange	CONTRACTOR:	Mercy House Living Centers
30		Health Care Agency		P.O. Box 1905
31		Contract Services		Santa Ana, CA 92702
32		405 West 5th Street, Suite 600		
33		Santa Ana, CA 92701-4637		

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I. ACRONYMS

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

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

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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

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

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

31 ADMINISTRATOR's
required elements and CONTRACTOR shall revise its Compliance Program to meet
32 required elements within thirty (30) calendar days after ADMINISTRATOR's
33 CONTRACTOR's to ADMINISTRATOR for review.

34 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
35 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

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

5 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
6 are Participants of COVID-19 Rapid Rehousing Services, and therefore it may be necessary for
7 authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding
8 specific Participants with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

VI. CONFLICT OF INTEREST

22
23
24 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
25 that could result in a conflict with COUNTY interests. This obligation shall also apply to
26 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated
27 with the provision of services provided under this Contract CONTRACTOR's efforts shall include, but
28 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,
29 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or
30 other considerations which could be deemed to influence or appear to influence COUNTY staff or
31 elected officers in the performance of their duties.

VII. CORRECTIVE ACTION PLAN

32
33
34 CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted
35 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the
36 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet
37 goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable

1 timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to
2 reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the
3 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a
4 material breach and be grounds for termination of this Contract.

5 6 **VIII. COST REPORT**

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

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

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

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

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

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

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

1 any.

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

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

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

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

24
25 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
26 supporting documentation prepared by _____ for the cost report period
27 beginning _____ and ending _____ and that, to the best of my
28 knowledge and belief, costs reimbursed through this Contract are reasonable and
29 allowable and directly or indirectly related to the services provided and that this Cost
30 Report is a true, correct, and complete statement from the books and records of
31 (provider name) in accordance with applicable instructions, except as noted. I also
32 hereby certify that I have the authority to execute the accompanying Cost Report.
33

34 Signed _____
35 Name _____
36 Title _____
37 Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

6. Shall include without modification, ~~those~~ 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

~~CONTRACTOR~~ 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 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 duties and obligations contained in this Contract and complete them to the

37 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification
 2 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to
 3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
 4 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,
 5 in its sole discretion that the assignee is not qualified or is otherwise unacceptable to COUNTY for the
 6 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph
 7 shall be void.

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

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

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

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

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

32 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
 33 subcontractor upon five calendar written notice to CONTRACTOR if the subcontractor
 34 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
 35 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

6 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
7 status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in
8 writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to
9 litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as
10 any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during
11 the period of Contract performance.

12 **XI. DISPUTE RESOLUTION**

13
14 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
15 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
16 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
17 brought to the attention of the County Purchasing Agent by way of the following process:

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

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

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

31 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
32 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision
33 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
34 decision adverse to CONTRACTOR's contentions.

35 D. This Contract has been negotiated and executed in the State of California and shall be governed
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or
37 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in

1 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
 2 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
 3 agree to waive any and all rights to request that an action be transferred for adjudication to another
 4 county.

6 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 **XIII. EQUIPMENT**

18 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 19 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 20 ADMINISTRATOR to assist in performing the services described in this Contract
 21 ~~Relatively~~ is defined as having a useful life of one (1) year or longer.

Equipment which costs \$5,000

22 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
 23 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
 24 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain
 25 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
 26 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 27 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
 28 according to GAAP.

29 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
 30 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
 31 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 32 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 33 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 34 purchased asset in an Equipment inventory.

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
 36 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
 37 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it

1 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

18 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
19 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
20

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

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

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

33 **XV. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

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

7 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
 8 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
 9 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.

10 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
 11 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors
 12 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
 13 to the same terms and conditions as set forth herein for CONTRACTOR.

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

23 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
 24 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
 25 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
 approved.

26 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 27 Contract, agrees to all of the following:

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

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

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

37 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of

1 this Contract, the COUNTY may terminate this Contract.

2 F. QUALIFIED INSURER

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

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

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

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

28 H. REQUIRED COVERAGE FORMS

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

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

33 I. REQUIRED ENDORSEMENTS

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

36 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
 37 as broad naming the County of Orange, its elected and appointed officials, officers, agents and

1 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
 2 **WRITTEN CONTRACT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 U. SUBMISSION OF INSURANCE DOCUMENTS

14 1. The COI and endorsements shall be provided to COUNTY as follows:

- 15 a. Prior to the start date of this Contract.
16 b. No later than the expiration date for each policy.
17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
18 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

24 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
25 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the
26 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
27 submitted to ADMINISTRATOR.

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

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

34 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
35 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
36 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
37

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

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

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

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XVII. LICENSES AND LAWS

1
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
3 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
4 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
5 regulations and requirements of the United States, the State of California, COUNTY, and all other
6 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
7 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
8 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
9 cause for termination of this Contract.

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

- 14 1. ARRA of 2009.
- 15 2. Trafficking Victims Protection Act of 2000.
- 16 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 17 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 18 5. CCR, Title 17, Public Health.
- 19 6. CCR, Title 22, Social Security.
- 20 7. CFR, Title 42, Public Health.
- 21 8. CFR, Title 45, Public Welfare.
- 22 9. USC Title 42. Public Health and Welfare.
- 23 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 24 11. 42 USC §1857, et seq., Clean Air Act.
- 25 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 26 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 27 14. McKinney-Vento Homeless Assistance Act
- 28 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
29 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
30 Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

31
32
33 A. Any written information or literature, including educational or promotional materials,
34 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
35 to this Contract must be approved at least thirty (30) business days in advance and in writing by
36 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
37 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,

1 and electronic media such as the Internet.

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

6 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
7 available social media sites) in support of the services described within this Contract, CONTRACTOR
8 shall develop social media policies and procedures and have them available to ADMINISTRATOR
9 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
10 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
11 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
12 media developed in support of the services described within this Contract. CONTRACTOR shall also
13 include any required funding statement information on social media when required by
14 ADMINISTRATOR.

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

17 18 **XIX. MAXIMUM OBLIGATION**

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

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

23 24 **XX. MINIMUM WAGE LAWS**

25 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
26 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
27 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or
28 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall
29 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid
30 no less than the greater of the federal or California Minimum Wage.

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

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

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1
2
3 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined
4 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee
5 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
6 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
7 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
8 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
9 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
10 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
12 gender expression, age, sexual orientation, or military and veteran status.

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

17 3. CONTRACTOR shall not discriminate between employees with spouses and employees
18 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
19 the provision of benefits.

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

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

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
 2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
 3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
 4 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
 5 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
 6 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 7 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
 8 paragraph, discrimination includes, but is not limited to the following based on one or more of the
 9 factors identified above:

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

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

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

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

29 b. Throughout the problem resolution and grievance and appeals process, Participant
 30 rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any
 31 point in the process.

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

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42

1 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 2 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
 3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 4 with succeeding legislation.

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

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

14 **XXII. NOTICES**

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

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

20 2. When faxed, transmission confirmed;

21 3. When sent by E-Mail; or

22 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 23 Service, or any other expedited delivery service.
 24

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

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

33 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
 34 ADMINISTRATOR.
 35

36 **XXIII. NOTIFICATION OF DEATH**

37 A. Upon becoming aware of the death of any person served pursuant to this Contract,

1 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

8 2. WRITTEN NOTIFICATION

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

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

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

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

21
22 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

30
31 **XXV. PARTICIPANT'S RIGHTS**

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

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

1 shall have access.

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

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

8 9 **XXVI. PAYMENT CARD COMPLIANCE**

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

18 19 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

23 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
24 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
25 records shall include, but not be limited to, individual housing plans, case management plans and
26 utilization review records.

27 2. CONTRACTOR shall keep and maintain records of each service rendered to each
28 participant, the identity of the participant to whom the service was rendered, the date the service was
29 rendered, and such additional information as ADMINISTRATOR may require.

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

34 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and
35 physical safeguards to ensure the privacy and security of health related and/or personally identifying
36 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of
37 participant's health related and/or personally identifying information in possession of CONTRACTOR,

1 CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of
 2 disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized
 3 use or disclosure.

4 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR
 5 shall maintain participant records and must establish and implement written record management
 6 procedures.

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

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

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

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

- 22 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
 23 or site visit.
- 24 2. Provide auditor or other authorized individuals access to documents via a computer
 25 terminal.
- 26 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
 27 requested.

28 **XXVIII. RESEARCH AND PUBLICATION**

29 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
 30 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
 31 publication.
 32

33 **XXIX. REVENUE**

34 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
 35 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
 36 Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
 37

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

7 C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
 8 persons other than individuals or groups eligible for services pursuant to this Contract.
 9

10 **XXX. SEVERABILITY**

11 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
 12 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
 13 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
 14 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
 15 force and effect, and to that extent the provisions of this Contract are severable.
 16

17 **XXXI. SPECIAL PROVISIONS**

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

- 20 1. Making cash payments to intended recipients of services through this Contract.
- 21 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 22 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
 23 use of appropriated funds to influence certain federal contracting and financial transactions).
- 24 3. Fundraising.
- 25 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 26 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
 27 Directors or governing body.
- 28 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
 29 body for expenses or services.
- 30 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 31 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
 32 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 33 7. Paying an individual salary or compensation for services at a rate in excess of the current
 34 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
 35 Schedule may be found at www.opm.gov.
- 36 8. Severance pay for separating employees.
- 37 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building

1 codes and obtaining all necessary building permits for any associated construction.

2 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

18 **XXXII. STATUS OF CONTRACTOR**

19
20 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
21 wholly responsible for the manner in which it performs the services required of it by the terms of this
22 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
23 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
24 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
25 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
26 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
27 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
28 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
29 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
30 shall not be considered in any manner to be COUNTY's employees.

31 **XXXIII. TERM**

32
33 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
34 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
35 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
36 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond
37 this term, including but not limited to, obligations with respect to confidentiality, indemnification,

1 audits, reporting, and accounting.

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

4 **XXXIV. TERMINATION**

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

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

10 1. The loss by CONTRACTOR of legal capacity.
11 2. Cessation of services without cause.
12 3. ~~The delegation or assignment of CONTRACTOR's services, operation or administration~~
13 without the prior written consent of COUNTY.

14 4. The neglect by any licensed person employed by CONTRACTOR of any duty required
15 pursuant to this Contract.

16 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
17 this Contract.

18 6. The continued incapacity of any licensed person to perform duties required pursuant to this
19 Contract.

20 7. Unethical conduct or malpractice by any physician or licensed person providing services
21 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
22 removes such licensed person from serving persons assisted pursuant to this Contract.

23 C. CONTINGENT FUNDING

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

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

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

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

33 D. In the event this Contract is suspended or terminated prior to the completion of the term as
34 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
35 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
36 term of the Contract.
37

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

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

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

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

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

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

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

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

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

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

27 **XXXV. THIRD PARTY BENEFICIARY**

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

31 **XXXVI. WAIVER OF DEFAULT OR BREACH**

32 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
33 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
34 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
35 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
36 Contract.
37

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

3
4 MERCY HOUSE LIVING CENTERS

5
6 DocuSigned by:
7 BY: *Larry Haynes* DATED: 3/8/2021
31D779B4093F487...

8
9 TITLE: Executive Director

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: 3/23/2021

21 HEALTH CARE AGENCY

22
23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY: _____ DATED: 3/8/2021

32 DEPUTY

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

EXHIBIT A-1
TO THE CONTRACT FOR PROVISION OF
COVID-19 RESPONSE RAPID REHOUSING SERVICES
AND EMERGENCY HOUSING VOUCHER SUPPORTIVE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
MERCY HOUSE LIVING CENTERS
MARCH 23, 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 Agreement.

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

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

3. California Department of Housing and Community Development is a state level government agency that promotes safe affordable homes and sustainable communities by administering state and federal housing programs through grants and loans.

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

5. Client or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who are at-risk of homelessness or experiencing homelessness in Orange County.

6. 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 the 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.

7. 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.

8. 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.

9. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Rapid Rehousing Service Programs. The primary data collection system utilized is the Homeless Management Information System (HMIS).

10. Emergency Housing Vouchers (EHV) refers to a program that is available through the American Rescue Plan Act. The United States Department of Housing and Urban Development made housing choice vouchers available to local public housing authorities in order to assist individuals and families who are experiencing homelessness; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or were recently homeless or have a high risk of housing instability and for whom providing rental assistance will prevent the participant's homelessness or having high risk of housing instability.

11. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the individual(s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of Participant(s) is the objective of a successful Outreach.

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

13. Housing Navigation is community-based, solution-focused strategy that assist participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.

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

15. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Applicants contacting the Virtual Front Door. This may include information to access community health clinics, food pantries, support groups, etc.

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

services.

17. Orange County Housing Authority (OCHA) refers to the division with the County of Orange body of government that administers federally funded programs to provide monthly rental assistance to qualified tenants in privately owned rental housing. OCHA will be administering the EHV program in coordination with HCA.

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

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

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

21. Service Planning Areas (SPA): The three geographic areas of Orange County (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 or map of the Orange County SPAs.

22. United States Department of Housing and Urban Development (HUD) is a cabinet-level agency that oversees federal programs designed to help Americans with their housing needs. HUD seeks to increase access to affordable housing.

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

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement 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.

1. COVID-19 Response Rapid Rehousing Services Budget

<u>ADMINISTRATION COSTS</u>	<u>TOTAL</u>
<u>Salaries</u>	<u>\$192,679.00</u>
<u>Benefits</u>	<u>\$57,803.00</u>
<u>Services and Supplies</u>	<u>\$192,722.00</u>
<u>Professional Services Costs</u>	<u>\$48,000.00</u>
<u>Indirect Costs</u>	<u>\$133,320.00</u>
<u>SUBTOTAL ADMINISTRATION COSTS</u>	<u>\$624,524.00</u>

<u>PROGRAM COSTS</u>	
Salaries	\$586,865.00
Benefits	\$180,388.00
Services and Supplies	\$6,636,397.00
Subcontractors	\$1,082,482.00
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$8,486,132.00</u>
<u>TOTAL GROSS COSTS</u>	<u>\$9,110,656.00</u>
<u>TOTAL REVENUE</u>	<u>\$9,110,656.00</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$9,110,656.00</u>

2. Emergency Housing Voucher Supportive Services Budget

	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>TOTAL</u>
<u>ADMINISTRATION COSTS</u>				
Salaries	\$0	\$103,613.00	\$50,728.00	\$154,341.00
Benefits	\$0	\$31,084.00	\$15,218.00	\$46,302.00
Indirect Costs	\$0	\$0	\$26,098.00	\$26,098.00
<u>SUBTOTAL ADMINISTRATION COSTS</u>	<u>\$0</u>	<u>\$134,697.00</u>	<u>\$92,044.00</u>	<u>\$226,741.00</u>
<u>PROGRAM COSTS</u>				
Salaries	\$0	\$405,075.00	\$405,075.00	\$810,150.00
Benefits	\$0	\$121,523.00	\$121,522.00	\$243,045.00
Services and Supplies	\$0	\$600,527.00	\$114,503.00	\$715,030.00
Subcontractors	\$0	\$155,828.00	\$138,406.00	\$294,234.00
Start-Up	\$0	\$10,000.00	\$0	\$10,000.00
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$0</u>	<u>\$1,292,953.00</u>	<u>\$779,506.00</u>	<u>\$2,072,459.00</u>
<u>TOTAL GROSS COSTS</u>	<u>\$0</u>	<u>\$1,427,650.00</u>	<u>\$871,550.00</u>	<u>\$2,299,200.00</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$0</u>	<u>\$1,427,650.00</u>	<u>\$871,550.00</u>	<u>\$2,299,200.00</u>

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.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly upon receipt of an approved invoice and Expenditure and Revenue Report. CONTRACTOR may invoice the COUNTY upon execution of the Contract for \$607,377 for the first month advance payment. Thereafter, on May 1, 2021 CONTRACTOR may invoice the COUNTY in the amount of \$607,377 for a second advance payment for the second month of the Contract. All other payments are for actual costs. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed

the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

IV. REPORTS

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

B. FISCAL

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

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report

the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR 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 Agreement. 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 Agreement. 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 Agreement.

V. COVID-19 RESPONSE RAPID REHOUSING SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act enacted into law on May 20, 2009, consolidated three homeless assistance programs, administered by the U.S. Department of Housing and Urban Development (HUD) under the McKinney-Vento Homeless Assistance Act, into a single grant program. A main revision of the HEARTH Act converted the federal Emergency Shelter Grant Program into the Emergency Solutions Grant program (ESG).

b. On March 27, 2020, the Coronavirus Aid Relief and Economy Security (CARES) Act was established to help the nation respond to the COVID-19 pandemic. The CARES Act included an allocation of Emergency Solutions Grants (ESG-CV) funds available to prevent, prepare for, and respond to the impacts of COVID-19 on individuals and families at-risk of homelessness and experiencing homelessness with eligible ESG-CV activities.

c. The COUNTY in coordination and collaboration with the Orange County CoC issued a Request For Proposals to identify Rapid Rehousing Program that can be operationalized quickly in order to respond to the emergent needs of the community due to COVID-19. Additionally, the COUNTY is implementing the selected Rapid Rehousing Programs in a manner to increase equitable service access across Orange County regardless of where a person is experiencing homelessness.

d. The purpose of this Contract is for the CONTRACTOR to provide Rapid Rehousing Services in the North, Central, and South SPA in support of the COUNTY's implementation of COVID-19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in the program description and will be responsible for administering program funded with ESG-CV funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing ESG-CV funds, including but not limited to 24 CFR 576.

2. Rapid Rehousing Services Program Description Summary

a. Rapid Rehousing Services will be provided for persons experiencing homelessness that have been prioritized through the Coordinated Entry System for services, as well as persons who have received assistance through local initiatives to address the impacts of COVID-19 and are in need of ongoing assistance. This may include, but is not limited to, program participants of Project Roomkey, Project Toolbelt, and Homekey Program. Rapid Rehousing is meant to provide a medium to long term assistance to support people with getting back into permanent housing and sustaining that housing. This will include the following services at minimum:

- i. Intake and assessment
- ii. Housing-focused case management
- iii. Financial assistance
- iv. Housing stabilization
- v. Supportive services

b. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and consistent with ESG-CV requirements shall provide Rapid Rehousing Services to individuals experiencing homelessness in the North, Central, and South SPA Orange County for the period of time that Orange County is in emergency response to COVID-19 and recovering from the impacts of COVID-19.

c. Given the immediate needs faced by communities to respond to COVID-19, the following flexibilities and conditions are allowed for ESG activities under the CARES Act:

i. The funds are exempt from the ESG match requirements, including 24 CFR 576.201

ii. While it is encouraged to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals experiencing homelessness are not required to receive treatment or perform any other prerequisite activities as a condition for receiving ESG-CV housing or services.

d. The CONTRACTOR will be subcontracting with American Family Housing and Friendship Shelter to provide housing search and placement, rental and move-in assistance and housing sustainability services for client households.

3. Use of Funds

a. Funds shall be used to provide contracted services and operations of the PROGRAM, such as providing Rapid Rehousing financial assistance and services in accordance with housing relocation and stabilization and short-term and medium-term assistance requirements set forth by 24 CFR 576.105 and 24 CFR 576.106. This includes:

- i. Short-term rental assistance for up to six (6) months of rent
- ii. Medium-term rental assistance for more than three (3) months but not more than twelve (12) months of rent
- iii. Provide landlord incentives, as approved by the COUNTY and in agreement with the ESG-CV Waivers, to assist Participants in quickly securing rental units and reduce barriers to housing for Participants. Landlord incentives shall not exceed \$3,000 per household and may include double rental deposits, signing bonus for landlords (shall not exceed \$500 per unit) and rental insurance. Prior to the provision of landlord incentives, the CONTRACTOR must receive approval from the COUNTY on proposed landlord incentives.

b. The PROGRAM will also promote connections to service providers, increased housing stability and increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make connections to supportive services, mainstream benefits and stable housing. PROGRAM staff will provide referral and linkage to other supportive services including physical and behavioral health, employment, education and financial counseling providers.

4. Other ESG Program Requirements – CONTRACTOR shall establish formal policies and inform all participants of the following:

a. Termination and Appeals – Any terminations from the PROGRAM must be done in a formal process that recognizes the rights of the participant, and must meet the following requirements:

- i. Written notice to participant containing a clear statement of reasons for termination
- ii. A review of the decision, in which the participant is given the opportunity to appeal by written or oral objection before another organization official who did not make or approve the termination decision
- iii. Prompt written notice of the final decision to the participant
- iv. The termination should occur after examining all extenuating circumstances and only for the most severe cases
- v. Termination does not bar from providing further assistance to the same participant at a later date

b. Grievance Procedures – CONTRACTOR shall inform participants of the policy and procedure for grievances and provide participants a copy if requested. Program participant must submit their grievance directly to the CONTRACTOR and complete the CONTRACTOR’S internal grievance process first. The CONTRACTOR has three (3) business days to contact the participant after receiving their grievance and 10 business days to provide a written response to the grievance.

i. Participants who completed the CONTRACTOR’S grievance process and received a written response, but still have concerns with the CONTRACTOR’S response have a right to request an appeal. Participants may request a secondary review of the grievance from CONTRACTOR’S leadership.

ii. If a participant has completed the CONTRACTOR’S grievance AND appeal process and still have concerns or unresolved grievance, the participant has a right to contact the County of Orange for an additional appeal process.

c. Rights to Fair Housing – CONTRACTOR shall inform the participant of their Rights to Fair Housing and have the participant sign a document to acknowledge that they were informed of their rights to fair housing.

C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. The CONTRACTOR is to receive Participant referrals from the CES. These Participants must be experiencing homelessness in the North, Central, and South SPA and should have completed the CES Assessment and provided needed verifications.

2. The CONTRACTOR is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD.

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

a. An individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. An individual with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or

ii. An individual living in a supervised 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, or local government programs for low-income individuals).

b. An individual who will imminently lose their primary nighttime residence, provided that:

i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

ii. No subsequent residence has been identified; and

iii. The individual or family lacks the resources or support networks, e.g., family,

friends, faith-based or other social networks, needed to obtain other permanent housing.

c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

d. Any individual or family who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

D. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. Any change or deviation from this schedule must have prior approval from COUNTY.

b. Maintain a holiday schedule consistent with the 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. The PROGRAM will primarily be operated out of offices located at 203 N. Golden Circle, Santa Ana, CA 92705. Services will also be rendered at remote sites throughout each SPA.

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

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

g. 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 PII private, confidential, secure, etc.

2. Administrative Management Tasks – CONTRACTOR shall:

a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the PROGRAM, as requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

e. Coordinate with COUNTY and community-based agencies to provide appropriate supportive services to program Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR) and CalOptima.

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as Rapid Rehousing Program operations meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.

g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. Rapid Rehousing Program Operations – The CONTRACTOR will be responsible for the provision of Rapid Rehousing Program to Eligible Participants and who does not have incomes higher than HUD's Very Low Income Limit for the Area. Rapid Rehousing costs must be eligible and necessary to help the Participant move as quickly as possible into permanent housing and achieve stability within that housing. The CONTRACTOR shall:

a. Financial Assistance:

i. Conduct an initial evaluation to determine each Participant's eligibility and types and amounts of assistance needed to regain stability in permanent housing

- ii. Conduct an income evaluation to determine that each Participant has an annual income below 50 percent AMI, in accordance with ESG-CV requirements
- ii. Conduct re-evaluations for eligibility and types and amounts of assistance needed at least once annually
- iv. Documentation for Lead-Based Paint disclosure and ESG Minimum Habitability Standards for participant housing units prior to move-in
- v. Documentation for entry into lease or rental agreements with each owner before providing rental assistance payments, including arrears, to owner
- vi. Financial assistance cost may be used to pay housing owners, utility companies, and other third parties for the following:
 - a) Rental assistance, which does not exceed the Fair Market Rent established by HUD and is in compliance with HUD's standard of rent reasonableness
 - b) Rental application fees
 - c) Security deposits
 - d) Last month's rent
 - e) Utility deposits
 - f) Utility payments
 - g) Moving costs, including temporary storage fees for up to three (3) months (storage fees in arrears is not eligible)
- b. Services: Housing search and placement
 - i. Assist participant in locating, obtaining, and retaining suitable permanent housing
 - ii. Assessment of housing barriers, needs and preferences
 - iii. Development of action plan for locating housing
 - iv. Housing search and negotiation with owners
 - v. Assist participant with submitting rental applications and understanding leases
 - vi. Assist participant with making moving arrangements, including obtaining utilities
 - vii. Tenant counseling
- c. Services: Housing stability case management
 - i. Utilize Coordinated Entry System to prioritize families seeking rapid rehousing assistance
 - ii. Provide case management utilizing a ratio of one case manager to a maximum of 25 participants.
 - iii. Provide case management to participants at least once per month to ensure long-term housing stability
 - iv. Assist participants with counseling, including owner-tenant mediation, legal services, credit repair and housing counseling
 - v. Assist participants with developing, securing and coordinating services to obtain

Federal, State and local benefits

vi. Provide information and referrals to other providers as needed, and follow-up with client on referrals

vii. Develop an individualized housing and service plan, including planning a path to permanent housing stability to retain permanent housing after the ESG assistance ends

viii. Conduct re-evaluations for services per ESG guidance

E. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.

a. CONTRACTOR will assist a minimum of 260 eligible Participant households by providing Rapid Rehousing Services. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.

b. COUNTY in coordination with the 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:

i. Review of client file documentation

ii. Review of eligible activity and cost requirements established by HUD

iii. Review of policies and procedures and consistent adherence to PROGRAM practices

iv. HMIS data entry completion

v. Interviews with program staff

c. CONTRACTOR will meet the following expenditure milestones in support of the guidance provided by the State and Federal Government in the utilization of ESG-CV Funding.

i. 20 % of total contract expended by July 31, 2021.

ii. 40% of total contract expended by September 30, 2021.

iii. 60% of total contract expended by November 30, 2021.

iv. 80% of total contract expended by January 31, 2022.

v. 100% of total contract expended by expended by June 30, 2022.

d. The CONTRACTOR will achieve the following performance outcomes for the Rapid Rehousing Services:

i. Of participants that exit the program during the reporting period, 66% of participants exit to a permanent housing destination.

ii. Of participants that exit the program during the reporting period, 20% of participants will have a higher income than at program entry.

iii. Of participants who exit to a permanent destination, 92% will maintain permanent housing for more than six (6) months from the date of their program exit.

iv. Of participants who move-in to permanent housing destinations, 75% do so

within 90 days of enrollment to the program.

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

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

F. REPORTING REQUIREMENTS

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

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

a. Total number of eligible households that receive assistance;

b. Composition of the households – demographics, size and type;

c. Number of unduplicated individuals served;

d. Caseload movement;

e. Financial assistance expenditures;

f. Average amount of funding provided per household;

g. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and

h. Number of Participants exits and exit types.

G. FILE MAINTENANCE AND DOCUMENTATION

1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.

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

3. Records providing a full description of each activity undertaken.

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

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

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

7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

VI. EMERGENCY HOUSING VOUCHERS SUPPORTIVE SERVICES

A. Scope of Services

1. Overview

a. On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) of 2021 in law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals and business. Section 3202 of the ARPA appropriates \$5 billion for new incremental EHV, the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses as defined by notice. This eligible expensed include activities to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

b. On May 5, 2021, HUD announced the allocation of approximately 70,000 EHV to public housing authorities. These EHV are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the household's homelessness or having high risk of housing instability. The OCHA received an allocation of 557 EHV of which a portion are being prioritized for individuals and adult only households in Orange County.

c. The purpose of the Contract Amendment No. 2 is for the CONTRACTOR to provide housing support assistance and housing stabilization services to Participants who are issued an EHV by OCHA and will be residing in Orange County. The CONTRACTOR shall ensure all services set forth in the program description are provided to Participants and will be responsible for administering the program as described as follows, in a manner satisfactory to the COUNTY and consistent with any requirements of the Notice PIH 2021-15 issued on May 5, 2021 by HUD.

2. Emergency Housing Voucher Supportive Services Program Description

a. The EHV are tenant-based housing choice vouchers that provide ongoing rental

assistance for eligible households. The EHV's will be prioritized for eligible households utilizing the CES Prioritization Policies and require coordination between the Access Point, the CONTRACTOR, OCHA and COUNTY. Participants who are issued an EHV from the OCHA are to receive housing support assistance to secure a rental unit that accepts the EHV and at minimum one (1) year of housing stabilization services to effectively address their episode of homelessness and remain permanently housed at the conclusion of the Program. Housing stabilization services will be voluntary for Participants; however the CONTRACTOR will continue to outreach and engage the Participants to provide housing stabilization services and connections to other support services.

b. Housing support assistance is a broad term which may include many activities helping to expedite the EHV leasing process for the Participant. Housing support assistance for the purposes of this Contract shall at minimum include:

i. Helping Participants through the EHV issuance process with OCHA, including but not limited to providing support in completing applications, forms, obtaining needed documents and transportation to appointments.

ii. Help identify available units that meets the needs and preferences of Participants during their housing search, including physically accessible units with features for household members with disabilities, as well as units in low-poverty neighborhoods in coordination with OC United Way.

iii. Provide transportation assistance and directions to potential units or attend other relevant appointments.

iv. Conduct landlord and property owner outreach.

v. Assist with the completion of rental applications and OCHA forms.

vi. Help expedite the EHV leasing process for the Participant

vii. Help participants in identifying barriers to leasing (e.g., low credit score, evictions history) and strategies to address these barriers.

c. Housing stabilization services supports a Participant's transition into housing with the goal of achieving long-term stability in housing and integration in the community. Housing stabilization services shall at minimum include:

i. Developing a housing retention plan with the Participant to identify and address needs, connection to supportive services and developing goals that support housing stability.

ii. Provides coaching on conflict resolution and developing relationships with property manager and neighbors

iii. Critical time intervention to assist Participants build natural housing supports, access and maintain community services and mainstream benefits

iv. Connection to long-term supportive services that will continue to support the Participant long-term, beyond the enrollment of the Program

v. Provides ongoing training and support on responsible tenancy and lease compliance as well as needed certification and communication with OCHA to adhere to the requirements

of the EHV

3. Use of Funds

a. Provide housing support assistance and financial support to assist Participants in the identification of a rental units and leasing process to secure the rental unit with the EHV. This may include payment for rental applications, background checks, transportation assistance to and from potential rental units and related appointments with OCHA, rental deposits, utility deposits and appropriate move-in costs.

b. Provide landlord incentives, as approved by the COUNTY, to assist Participants in securing rental units and reduce barriers to housing for Participants. Landlord incentives may include double rental deposits, signing bonus for landlords and renter's insurance with a combined total to not exceed \$3,000 per household. Prior to the provision of landlord incentives, the CONTRACTOR must receive approval from the COUNTY.

c. The PROGRAM will also promote connections to supportive service providers, coordination of agencies, connection to other resources, increased housing stability and increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make connections to supportive services, mainstream benefits, and stable housing. PROGRAM staff will provide referral and linkage to other supportive services including physical and behavioral health, employment, education, and financial counseling providers.

d. The PROGRAM may also provide financial assistance and support to Participants issued an EHV in securing appropriate home furnishings not to exceed \$2,300. Appropriate home furnishings may include bedroom furniture, living room furniture, refrigerators, stoves, and related kitchenware.

B. Target Population and Eligibility Criteria

1. The CONTRACTOR is to receive Participant referrals from the COUNTY. These Participants must be experiencing homelessness in the North, Central, or South SPA and should have been prioritized for an EHV through the Individual CES process. The Participants must have provided appropriate documentation and verifications of meeting the minimum eligibility criteria.

2. The CONTRACTOR is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD.

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

a. An individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. An individual with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or

ii. An individual living in a supervised 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, or local government programs for low-income individuals).

b. Individuals with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

c. Any individual who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

4. For the purposes of EHV Housing Support Assistance and Housing Stabilization Services, Participants who meet the recently homeless eligibility criteria may be served through the Program.

a. Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result

in a return to homelessness or the house having a high risk of housing instability.

i. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

b. Participants classified as recently homeless must be referred by the CES or the County.

C. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. Any change or deviation from this schedule must have prior approval from COUNTY.

b. Maintain a holiday schedule consistent with the 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. Operate the PROGRAM in a culturally and linguistic appropriate manner. This includes insuring that services are provided in the preferred language of the Participant.

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

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

g. 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 PII private, confidential, secure, etc.

2. Administrative Management Tasks – CONTRACTOR shall:

a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the PROGRAM, as requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

e. Coordinate with COUNTY and community-based organizations agencies to provide appropriate supportive services to program Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), OC Community Resources (OCCR), OCHA and CalOptima.

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as Rapid Rehousing Program operations meetings, as

necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.

g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. EHV Housing Support Assistance and Housing Stabilization Services Operations – CONTRACTOR shall be responsible for providing Participants issued an EHV from OCHA with housing support assistance, securing rental housing and providing housing stabilization services, in coordination and collaboration with OC United Way.

a. Housing support assistance shall at minimum include:

i. Providing assistance on EHV voucher issuance process with OCH by supporting with the completion of applications and related forms.

ii. Coordinating with OC United Way to identify rental units that meet the needs and preferences of Participants.

iii. Development of action plan for considering and viewing rental housing units as identified by OC United Way. This entails timely and ongoing communication that supports Participants in scheduling appointments and viewing available rental units

iv. Assist with submitting requests for tenancy approval and other required lease up documentation.

v. Assessment of housing barriers, needs and preferences

v. Assist participant with making moving arrangements, including obtaining utilities

vii. Tenant counseling

b. CONTRACTOR will provide financial assistance to Participants to secure needed home furnishings and home goods in an amount not to exceed \$2,300 per household. Home furnishings should at minimum include beds, couches, dining room tables, small and large kitchen appliances. Home goods should at minimum included bedding, linens, towels, kitchenware, cleaning supplies, and bathroom items. CONTRACTOR will keep detailed financial records to account for all items purchased and used per household. All large items purchased will be reviewed with COUNTY ahead of time.

c. CONTRACTOR may also provide limited financial assistance to Participants who secure a rental unit by themselves and do not access a rental unit as identified by OC United Way. Contractor may provide financial assistance to support securing the rental units and may include:

i. Rental application fees

ii. Security deposits

iii. Utility deposits

iv. Landlord incentives

d. Housing Stabilization services will at minimum include:

i. Provide housing-focused case management utilizing a ratio of one case manager to a maximum of 20 participants

ii. Support tenants with maintaining compliance with rental lease requirements and provide housing stability services for a minimum of 12 months

iii. Provide case management to participants at least once per month to ensure long-term housing stability

iv. Support Participants in addressing any lease violations or concerns from the property manager or landlord to resolve any issues that may jeopardize permanent housing and long-term housing stability

v. Assess and refer Participants to mainstream benefits and supportive services, when applicable to maintaining housing stability

D. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.

a. CONTRACTOR will assist a minimum of 220 eligible Participant households by providing EHV Housing Support Assistance and Housing Stabilization Services. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.

b. At minimum, 50 percent of the total number of expected Participants will secure permanent rental housing within 90 days of EHV issuance.

c. At minimum, 95 percent of the total number of expected Participants will secure permanent rental housing within 120 days of EHV issuance.

d. At minimum, 95 percent of Participants will be provided with housing support assistance and housing stabilization services.

e. At minimum, 95 percent of households will remain in permanent housing at Program exit.

f. Of participants who exit to a permanent destination, 95% will maintain permanent housing for more than six (6) months from the date of their program exit.

2. COUNTY in coordination with the 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 client file documentation

b. Review of eligible activity and cost requirements established by HUD

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

d. HMIS data entry completion

e. Interviews with program staff

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

Contract.

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

E. REPORTING REQUIREMENTS

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

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

- a. Total number of eligible households that receive assistance;
- b. Composition of the households – demographics, size and type;
- c. Number of unduplicated individuals served;
- d. Caseload movement;
- e. Financial assistance expenditures;
- f. Average amount of funding provided per household;
- g. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and
- h. Number of Participants exits and exit types.

F. FILE MAINTENANCE AND DOCUMENTATION

1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.

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

3. Records providing a full description of each activity undertaken.
4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.

7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or

after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

VII. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any 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 ensure that at minimum services can be provided in Spanish and Vietnamese and have access to translation services that support participants in receiving services in the language of their choice. CONTRACTOR shall ensure that documents are maintain of 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 Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

1. COVID-19 Response Rapid Rehousing Services Staffing

<u>DIRECT ADMINISTRATION</u>	<u>FTEs</u>
<u>Chief Executive Officer</u>	<u>0.12</u>
<u>Chief Operations Officer</u>	<u>0.12</u>
<u>Chief Program Officer</u>	<u>0.12</u>
<u>Controller</u>	<u>0.12</u>
<u>Chief Strategy and Compliance Officer</u>	<u>0.15</u>
<u>Accounting Manager</u>	<u>0.15</u>
<u>Contract Manager/Monitor</u>	<u>0.30</u>
<u>Accounting Specialist</u>	<u>0.99</u>
<u>Human Resource Specialist</u>	<u>0.06</u>
<u>IT Specialist</u>	<u>0.06</u>
<u>Data Specialist</u>	<u>0.48</u>
<u>SUBTOTAL DIRECT ADMINISTRATION</u>	<u>2.67</u>
<u>PROGRAM</u>	
<u>SOAR Specialist</u>	<u>1.50</u>
<u>Housing Stability Specialist</u>	<u>6.00</u>
<u>Leasing Agent</u>	<u>3.00</u>
<u>Program Director</u>	<u>0.30</u>
<u>Program Manager</u>	<u>0.30</u>
<u>Program Supervisor</u>	<u>0.90</u>
<u>Leasing Manager</u>	<u>0.30</u>
<u>SUBTOTAL PROGRAM</u>	<u>12.30</u>
<u>SUBCONTRACTORS</u>	
<u>Subcontractors</u>	<u>15.01</u>
<u>SUBTOTAL SUBCONTRACTOR</u>	<u>15.01</u>
<u>TOTAL FTEs</u>	<u>29.98</u>

2. Emergency Housing Vouchers Supportive Services Staffing

<u>DIRECT ADMINISTRATION</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>IT Specialist</u>	<u>0.50</u>	<u>0.30</u>	<u>0.80</u>
<u>Accounting Specialist</u>	<u>1.00</u>	<u>0.30</u>	<u>1.30</u>
<u>Human Resource Specialist</u>	<u>0.75</u>	<u>0.30</u>	<u>1.05</u>
<u>Contract Manager</u>	<u>0.10</u>	<u>0.10</u>	<u>0.20</u>
<u>Data Specialist</u>	<u>0.20</u>	<u>0.20</u>	<u>0.40</u>
<u>Chief Strategy and Compliance Officer</u>	<u>0.05</u>	<u>0.05</u>	<u>0.10</u>
<u>SUBTOTAL DIRECT ADMINISTRATION</u>	<u>2.60</u>	<u>1.25</u>	<u>3.85</u>
<u>PROGRAM</u>			
<u>Housing Stability Specialist</u>	<u>9.00</u>	<u>9.00</u>	<u>18.00</u>
<u>Regional Director</u>	<u>0.10</u>	<u>0.10</u>	<u>0.20</u>

<u>Housing Stability Manager</u>	<u>0.10</u>	<u>0.10</u>	<u>0.20</u>
<u>Housing Stability Supervisor</u>	<u>1.00</u>	<u>1.00</u>	<u>2.00</u>
<u>SUBTOTAL PROGRAM</u>	<u>10.20</u>	<u>10.20</u>	<u>20.40</u>
<u>SUBCONTRACTORS</u>			
<u>Subcontractors</u>	<u>2.54</u>	<u>2.50</u>	<u>5.04</u>
<u>SUBTOTAL SUBCONTRACTOR</u>	<u>2.54</u>	<u>2.50</u>	<u>5.04</u>
<u>TOTAL FTEs</u>	<u>15.34</u>	<u>13.95</u>	<u>29.29</u>

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

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

~~1 ————— EXHIBIT A~~
~~2 ————— TO THE CONTRACT FOR PROVISION OF~~
~~3 ————— COVID-19 RESPONSE RAPID REHOUSING SERVICES~~
~~4 ————— IN THE NORTH, CENTRAL, AND SOUTH SPA~~
~~5 ————— BETWEEN~~
~~6 ————— COUNTY OF ORANGE~~
~~7 ————— AND~~
~~8 ————— MERCY HOUSE LIVING CENTERS~~
~~9 ————— MARCH 23, 2021 THROUGH JUNE 30, 2022~~

10

~~11 ————— I. COMMON TERMS AND DEFINITIONS~~

~~12 — A. The parties agree to the following terms and definitions, and to those terms and definitions which,~~
~~13 — for convenience, are set forth elsewhere in the Agreement.~~

~~14 — 1. Access Point refers to the point of entry into the Coordinated Entry System for households~~
~~15 — experiencing homelessness or at risk of homelessness.~~

~~16 — 2. Admission means documentation, by CONTRACTOR, of completion of the entry and~~
~~17 — program enrollment into HMIS.~~

~~18 — 3. California Department of Housing and Community Development is a state level government~~
~~19 — agency that promotes safe affordable homes and sustainable communities by administering state and~~
~~20 — federal housing programs through grants and loans.~~

~~21 — 4. Case Management means a process of identification, assessment of need, planning~~
~~22 — coordination and linking, monitoring and continuous evaluation of Participants and of available~~

~~23 resources in order to achieve and maintain housing stability.~~

~~24 5. Client or Participant means an individual, referred by COUNTY or enrolled in
25 program for services under the Agreement, who are at risk of homelessness or
26 experiencing homelessness in Orange County.~~

~~27 6. CES means Coordinated Entry System and refers to the mechanism for allocating available
28 housing units into a systematic resource targeting process designed to implement localized priorities for
29 program participants. The CES covers the geographic area of the County and is regionally focused by
30 Service Planning Areas, is easily accessed by individuals and families seeking housing and services, and
31 includes a comprehensive and standardized process used by all service providers in the Orange County
32 System of Care.~~

~~33 7. CES Community Queue refers to a list of eligible participants generated from a
34 standardized assessment. The CES Community Queue is used to refer households to shelter and
35 permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange
36 County.~~

~~37 8. CoC means Continuum of Care, a regional or local planning body that coordinates housing~~

~~1 and services funding for homeless families and individuals. The CoC strategizes the community plan to
2 organize and deliver housing and services to meet the specific needs of people who are homeless as they
3 move to stable housing and maximize self sufficiency. It includes action steps to end homelessness and
4 prevent a return to homelessness.~~

~~5 9. Data Collection System means software designed for collection, tracking and reporting
6 outcomes data for Participants enrolled in the Rapid Rehousing Service Programs. The primary data
7 collection system utilized is the Homeless Management Information System (HMIS).~~

~~8 10. Engagement means the process by which a trusting relationship between worker and
9 Participants(s) is established with the goal to link the individual(s) to the appropriate services, including
10 street outreach, emergency shelter and housing programs. Engagement of Participants(s) is the objective
11 of a successful Outreach.~~

~~12 11. Homeless Management Information System (HMIS): A database mandated by the U.S.
13 Department of Housing and Urban Development used to collect participant level data on the provision
14 of housing and supportive services to individuals and families at risk of homelessness or experiencing
15 homelessness.~~

~~16 12. Housing Navigation is community based, solution focused strategy that assist participants
17 with complex and frequent occurring issues that prevent them from accessing and maintaining stable
18 housing.~~

~~19 13. Housing Specialist means a specialized position dedicated to developing the full array of
20 housing options for their program and monitoring their sustainability for the population served in
21 accordance with the minimal housing standards policy set by the COUNTY for their program. The
22 Housing Specialist is also responsible for assisting Participants with applications to low income housing,
23 housing subsidies, senior housing, etc.~~

~~24 14. Information and Referrals refers to the provision of information on community, social,
25 health and government programs in the community that address the needs of Applicants contacting the
26 Virtual Front Door. This may include information to access community health clinics, food pantries,
27 support groups, etc.~~

~~28 15. Intake means the initial meeting between a Participant and CONTRACTOR's staff and
29 includes an evaluation to determine if the Participant meets program criteria and is willing to seek
30 services.~~

~~31 16. Outreach means the outreach to potential Participants to link them to appropriate supportive
32 services and may include activities that involve educating the community about the services offered and
33 requirements for participation in the programs. Such activities should result in the CONTRACTOR
34 developing their own Participant referral sources for the programs they offer.~~

~~35 17. Program Director means an individual who has complete responsibility for the day-to-day
36 function of the program. The Program Director is the highest level of decision-making at a local,
37 program level.~~

1 ~~18. Referral means providing the effective connection of a Participant to another service, when~~
 2 ~~indicated; with follow up to be provided within five (5) working days to assure that the Participant has~~
 3 ~~made linkage to the referred service.~~

4 ~~19. Service Planning Areas (SPA): The three geographic areas of Orange County (North,~~
 5 ~~Central, and South) designated for the purposes of promoting increased coordination and collaboration~~
 6 ~~in the delivery of programs and solutions that effectively address homelessness. Reference Attachment~~
 7 ~~A or map of the Orange County SPAs.~~

8 ~~20. United States Department of Housing and Urban Development (HUD) is a cabinet level~~
 9 ~~agency that oversees federal programs designed to help Americans with their housing needs. HUD seeks~~
 10 ~~to increase access to affordable housing.~~

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

14 **H. BUDGET**

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

19		<u>TOTAL</u>
20	ADMINISTRATION COSTS	
21	Salaries	\$192,679
22	Benefits	\$57,803
23	Services and Supplies	\$192,722
24	Professional Services Costs	\$48,000
25	Indirect Costs	<u>\$133,320</u>
26	SUBTOTAL	\$624,524
27	ADMINISTRATION COSTS	
28	PROGRAM COSTS	
29	Salaries	\$547,865
30	Benefits	\$168,688
31	Services & Supplies	\$6,711,108
32	Subcontractors	<u>\$1,058,471</u>
33	SUBTOTAL PROGRAM COSTS	\$8,486,132
34	TOTAL GROSS COSTS	\$9,110,656
35		
36	TOTAL REVENUE	\$9,110,656
37	TOTAL MAXIMUM OBLIGATION	\$9,110,656

1
2 ~~B. BUDGET/STAFFING MODIFICATIONS — CONTRACTOR may request to shift funds~~
3 ~~between budgeted line items, for the purpose of meeting specific program needs or for providing~~
4 ~~continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by~~
5 ~~ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification~~
6 ~~Request to ADMINISTRATOR for consideration, in advance, which shall include a justification~~
7 ~~narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining~~
8 ~~annual impact of the shift as may be applicable to the current contract period and/or future contract~~
9 ~~periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s)~~
10 ~~from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to~~
11 ~~obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification~~
12 ~~Request(s) may result in disallowance of those costs.~~

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

18 ~~D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
19 ~~Budget Paragraph of this Exhibit A to the Agreement.~~

20

21 III. PAYMENTS

22 ~~A. COUNTY shall pay CONTRACTOR monthly upon receipt of an approved invoice and~~
23 ~~Expenditure and Revenue Report. CONTRACTOR may invoice the COUNTY upon execution of the~~
24 ~~Contract for \$607,377 for the first month advance payment. Thereafter, on May 1, 2021~~
25 ~~CONTRACTOR may invoice the COUNTY in the amount of \$607,377 for a second advance payment~~
26 ~~for the second month of the Contract. All other payments are for actual costs. All payments are interim~~
27 ~~payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the~~
28 ~~Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services~~
29 ~~hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as~~
30 ~~specified in the Referenced Contract Provisions of the Agreement, and provided further,~~
31 ~~CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations.~~
32 ~~ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the~~
33 ~~provisional amount specified above has not been fully paid.~~

34 ~~1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and~~
35 ~~Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.~~
36 ~~ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to~~
37 ~~CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.~~

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

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

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

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

~~D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.~~

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

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

IV. REPORTS

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

~~B. FISCAL~~

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

~~1 more than five (5) calendar days.~~

~~2 2. CONTRACTOR shall submit monthly Year End Projection Reports to
3 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
4 ADMINISTRATOR and will report anticipated year end actual costs and revenues for
5 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.
6 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and
7 revenue to the end of the fiscal year. Year End Projection Reports will be submitted in conjunction with
8 the Monthly Expenditure and Revenue Reports.~~

~~9 C. STAFFING — CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
10 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
11 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
12 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
13 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
14 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the
15 end of the month being reported. If an extension is approved by ADMINISTRATOR, the total
16 extension will not exceed more than five (5) calendar days.~~

~~17 D. PROGRAMMATIC — CONTRACTOR may be required to submit weekly and/or monthly
18 reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
19 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR
20 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will
21 be specific as to the nature of information requested and may allow up to thirty (30) calendar days for
22 CONTRACTOR to respond to request.~~

~~23 E. ADDITIONAL REPORTS — CONTRACTOR shall submit additional reports as reasonably
24 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and
25 purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least
26 thirty (30) calendar days' notice if such additional reports are required and shall explain any procedures
27 for reporting the required information.~~

~~28 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a
29 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special
30 incidents shall include, but are not limited to, Participant's suicide or attempted suicide, serious injury,
31 death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to
32 liability.~~

~~33 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the
34 Reports Paragraph of this Exhibit A to the Agreement.~~

~~35~~

~~36~~

V. SERVICES

~~37 A. SCOPE OF SERVICES~~

~~1 1. Overview~~

~~2 a. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act~~
~~3 enacted into law on May 20, 2009, consolidated three homeless assistance programs, administered by~~
~~4 the U.S. Department of Housing and Urban Development (HUD) under the McKinney Vento Homeless~~
~~5 Assistance Act, into a single grant program. A main revision of the HEARTH Act converted the federal~~
~~6 Emergency Shelter Grant Program into the Emergency Solutions Grant program (ESG).~~

~~7 b. On March 27, 2020, the Coronavirus Aid Relief and Economy Security (CARES) Act~~
~~8 was established to help the nation respond to the COVID-19 pandemic. The CARES Act included an~~
~~9 allocation of Emergency Solutions Grants (ESG-CV) funds available to prevent, prepare for, and~~
~~10 respond to the impacts of COVID-19 on individuals and families at risk of homelessness and~~
~~11 experiencing homelessness with eligible ESG-CV activities.~~

~~12 c. The COUNTY in coordination and collaboration with the Orange County CoC issued a~~
~~13 Request For Proposals to identify Rapid Rehousing Program that can be operationalized quickly in order~~
~~14 to respond to the emergent needs of the community due to COVID-19. Additionally, the COUNTY is~~
~~15 implementing the selected Rapid Rehousing Programs in a manner to increase equitable service access~~
~~16 across Orange County regardless of where a person is experiencing homelessness.~~

~~17 d. The purpose of this Contract is for the CONTRACTOR to provide Rapid Rehousing~~
~~18 Services in the North, Central, and South SPA in support of the COUNTY's implementation of COVID-~~
~~19 19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in the~~
~~20 program description and will be responsible for administering program funded with ESG-CV funds, as~~
~~21 described as follows, in a manner satisfactory to the COUNTY and consistent with any standards~~
~~22 required as a condition of providing ESG-CV funds, including but not limited to 24 CFR 576.~~

~~23 2. Program Description Summary~~

~~24 a. Rapid Rehousing Services will be provided for persons experiencing homelessness that~~
~~25 have been prioritized through the Coordinated Entry System for services, as well as persons who have~~
~~26 received assistance through local initiatives to address the impacts of COVID-19 and are in need of~~
~~27 ongoing assistance. This may include, but is not limited to, program participants of Project Roomkey,~~
~~28 Project Toolbelt, and Homekey Program. Rapid Rehousing is meant to provide a medium to long term~~
~~29 assistance to support people with getting back into permanent housing and sustaining that housing. This~~
~~30 will include the following services at minimum:~~

~~31 i. Intake and assessment~~

~~32 ii. Housing focused case management~~

~~33 iii. Financial assistance~~

~~34 iv. Housing stabilization~~

~~35 v. Supportive services~~

~~36 b. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and~~
~~37 consistent with ESG-CV requirements shall provide Rapid Rehousing Services to individuals~~

~~1 experiencing homelessness in the North, Central, and South SPA Orange County for the period of time
2 that Orange County is in emergency response to COVID-19.~~

~~3 c. Given the immediate needs faced by communities to respond to COVID-19, the
4 following flexibilities and conditions are allowed for ESG activities under the CARES Act:~~

~~5 i. The funds are exempt from the ESG match requirements, including 24 CFR 6 576.201~~

~~7 ii. While it is encouraged to offer treatment and supportive services when necessary to
8 assist vulnerable homeless populations, individuals experiencing homelessness are not required to
9 receive treatment or perform any other prerequisite activities as a condition for receiving ESG CV
10 housing or services.~~

~~11 d. The CONTRACTOR will be subcontracting with American Family Housing and
12 Friendship Shelter to provide housing search and placement, rental and move in assistance and housing
13 sustainability services for client households. CONTRACTOR will also subcontract with Orange County
14 United Way to provide housing search and placement services via the Welcome Home OC program that
15 is being expanded to support the COVID-19 Rapid Rehousing Program.~~

~~16 4. Use of Funds~~

~~17 a. Funds shall be used to provide contracted services and operations of the PROGRAM,
18 such as providing Rapid Rehousing financial assistance and services in accordance with housing
19 relocation and stabilization and short term and medium term assistance requirements set forth by 24
20 CFR 576.105 and 24 CFR 576.106. This includes:~~

~~21 i. Short term rental assistance for up to six (6) months of rent~~

~~22 ii. Medium term rental assistance for more than three (3) months but not more than
23 twelve (12) months of rent~~

~~24 b. The PROGRAM will also promote connections to service providers, increased housing
25 stability and increased access to benefits and employment resources as needed. Services and operations
26 shall be low barrier and promote an engagement rich environment in which Participants make
27 connections to supportive services and stable housing.~~

~~28 5. Other ESG Program Requirements CONTRACTOR shall establish formal policies and inform
29 all participants of the following:~~

~~30 a. Termination and Appeals Any terminations from the PROGRAM must be done in a
31 formal process that recognizes the rights of the participant, and must meet the following requirements:~~

~~32 i. Written notice to participant containing a clear statement of reasons for
33 termination~~

~~34 ii. A review of the decision, in which the participant is given the opportunity to
35 appeal by written or oral objection before another organization official who did not make or approve the
36 termination decision~~

~~37 iii. Prompt written notice of the final decision to the participant~~

~~iv. The termination should occur after examining all extenuating circumstances and only for the most severe cases~~

~~v. Termination does not bar from providing further assistance to the same participant at a later date~~

~~b. Grievance Procedures — CONTRACTOR shall inform participants of the policy and procedure for grievances and provide participants a copy if requested. Program participant must submit their grievance directly to the CONTRACTOR and complete the CONTRACTOR’S internal grievance process first. The CONTRACTOR has three (3) business days to contact the participant after receiving their grievance and 10 business days to provide a written response to the grievance.~~

~~i. who the CONTRACTOR’S Participantspr received a written response, but still have concerns with the CONTRACTOR’S response have a right to request an appeal. Participants may request a secondary review of the grievance from CONTRACTOR’S leadership.~~

~~ii. If a participant has completed the CONTRACTOR’S grievance AND appeal process and still have concerns or unresolved grievance, the participant has a right to contact the County of Orange for an additional appeal process.~~

~~c. Rights to Fair Housing — CONTRACTOR shall inform the participant of their Rights to Fair Housing and have the participant sign a document to acknowledge that they were informed of their rights to fair housing.~~

~~C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS~~

~~1. The CONTRACTOR is to receive Participant referrals from the CES who are experiencing homelessness in the North, Central, and South SPA who completed the CES Assessment and provided needed verifications.~~

~~2. The CONTRACTOR is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD.~~

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

~~a. An individual who lacks a fixed, regular, and adequate nighttime residence, meaning:~~

~~i. An individual with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or~~

~~ii. An individual living in a supervised 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, or local government programs for low income individuals).~~

~~b. An individual who will imminently lose their primary nighttime residence, provided~~

~~1 that:~~

~~2 i. The primary nighttime residence will be lost within 14 days of the date of
3 application for homeless assistance;~~

~~4 ii. No subsequent residence has been identified; and~~

~~5 iii. The individual or family lacks the resources or support networks, e.g., family,
6 friends, faith-based or other social networks, needed to obtain other permanent housing.~~

~~7 c. Unaccompanied youth under 25 years of age, or families with children and youth, who
8 do not otherwise qualify as homeless under this definition, but who:~~

~~9 i. Are defined as homeless under section 387 of the Runaway and Homeless
10 Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of
11 the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health
12 Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012),
13 section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-
14 Vento Homeless Assistance Act (42 U.S.C. 11434a);~~

~~15 ii. Have not had a lease, ownership interest, or occupancy agreement in
16 permanent housing at any time during the 60 days immediately preceding the date of application
17 for homeless assistance;~~

~~18 iii. Have experienced persistent instability as measured by two moves or more
19 during the 60-day period immediately preceding the date of applying for homeless assistance; and~~

~~20 iv. Can be expected to continue in such status for an extended period of time
21 because of chronic disabilities, chronic physical health or mental health conditions, substance addiction,
22 histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth
23 with a disability, or two or more barriers to employment, which include the lack of a high school degree
24 or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration
25 or detention for criminal activity, and a history of unstable employment; or~~

~~26 d. Any individual or family who:~~

~~27 i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual
28 assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the
29 individual or a family member, including a child, that has either taken place within the individual's or
30 family's primary nighttime residence or has made the individual or family afraid to return to their
31 primary nighttime residence;~~

~~32 ii. Has no other residence; and~~

~~33 iii. Lacks the resources or support networks, e.g., family, friends, faith-based or
34 other social networks, to obtain other permanent housing.~~

~~35 D. PROGRAM DESCRIPTION~~

~~36 1. Essential Requirements CONTRACTOR shall:~~

~~37 a. Maintain regularly scheduled service hours, Monday through Friday, in accordance~~

~~1 with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be
2 required to operate extended hours at least two (2) evenings or days per week and provide weekend
3 activities to accommodate Participant needs. Any change or deviation from this schedule must have
4 prior approval from COUNTY.~~

~~5 b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless
6 otherwise approved, in advance and in writing, by ADMINISTRATOR.~~

~~7 c. Operate the PROGRAM to include flexibilities to meet with eligible Participants
8 outside of typical operation hours, if needed related to conflicts with employment or other appropriate
9 factors.~~

~~10 d. The PROGRAM will primarily be operated out of offices located at 203 N. Golden
11 Circle, Santa Ana, CA 92705. Services will also be rendered at remote sites throughout each SPA.~~

~~12 e. Have a 24 hour contact available to PROGRAM staff for emergency purposes and
13 communication policies and procedures in place to notify the COUNTY as appropriate.~~

~~14 f. Have a 24 hour contact available to COUNTY for emergency purposes and to
15 coordinate response as appropriate.~~

~~16 g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract
17 complete training on confidentiality and compliance to ensure appropriate safeguards are in place to
18 maintain Applicant information and PII private, confidential, secure, etc.~~

~~19 2. Administrative Management Tasks – CONTRACTOR shall:~~

~~20 a. Work in partnership with the COUNTY to deliver the services as outlined in the
21 PROGRAM by being responsive to the needs of the household eligible for services.~~

~~22 b. Submit policies and procedures for the operations of the PROGRAM, as requested by
23 the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.~~

~~24 c. Track PROGRAM costs and ensure eligibility for payment within the funding
25 requirements.~~

~~26 d. Operate, maintain, coordinate and staff the resources of the PROGRAM.~~

~~27 e. Coordinate with COUNTY agencies to provide appropriate supportive services to
28 program Participants including but not limited to Health Care Agency (HCA), Social Services Agency
29 (SSA), and OC Community Resources (OCCR).~~

~~30 f. Coordinate with COUNTY agencies, the Orange County CoC and community based
31 organizations on administrative functions such as Rapid Rehousing Program operations meetings, as
32 necessary and appropriate. This should incorporate technology solutions such as teleconferencing and
33 videoconferencing as precautionary measures to limit the community spread and exposure to COVID-
34 19.~~

~~35 g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines
36 developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as
37 applicable.~~

~~1 3. Rapid Rehousing Program Operations — The CONTRACTOR will be responsible for the
2 provision of Rapid Rehousing Program to Eligible Participants and who does not have incomes higher
3 that HUD's Very Low Income Limit for the Area. Rapid Rehousing costs must be eligible and necessary
4 to help the Participant move as quickly as possible into permanent housing and achieve stability within
5 that housing. The CONTRACTOR shall:~~

~~6 a. Financial Assistance:~~

~~7 i. Conduct an initial evaluation to determine each family's eligibility and types and
8 amounts of assistance needed to regain stability in permanent housing~~

~~9 ii. Conduct an income evaluation to determine that each family has an annual income
10 below 50 percent AMI, in accordance with ESG-CV requirements~~

~~11 iii. Conduct re-evaluations for eligibility and types and amounts of assistance needed
12 at least once annually~~

~~13 iv. Documentation for Lead-Based Paint disclosure and ESG Minimum Habitability
14 Standards for participant housing units prior to move-in~~

~~15 v. Documentation for entry into lease or rental agreements with each owner before
16 providing rental assistance payments, including arrears, to owner~~

~~17 vi. Financial assistance cost may be used to pay housing owners, utility companies,
18 and other third parties for the following:~~

~~19 • Rental assistance, which does not exceed the Fair Market Rent established by
20 HUD and is in compliance with HUD's standard of rent reasonableness~~

~~21 • Rental application fees~~

~~22 • Security deposits~~

~~23 • Last month's rent~~

~~24 • Utility deposits~~

~~25 • Utility payments~~

~~26 • Moving costs, including temporary storage fees for up to three (3) months~~

~~27 (storage fees in arrears is not eligible)~~

~~28 b. Services: Housing search and placement~~

~~29 i. Assist participant in locating, obtaining, and retaining suitable permanent housing~~

~~30 ii. Assessment of housing barriers, needs and preferences~~

~~31 iii. Development of action plan for locating housing~~

~~32 iv. Housing search and negotiation with owners~~

~~33 v. Assist participant with submitting rental applications and understanding leases~~

~~34 vi. Assist participant with making moving arrangements, including obtaining utilities~~

~~35 vii. Tenant counseling~~

~~36 c. Services: Housing stability case management~~

~~37 i. Utilize Coordinated Entry System to prioritize families seeking rapid rehousing~~

- ~~1 assistance~~
- ~~2 ii. Provide case management utilizing a ratio of one case manager to a maximum of~~
- ~~3 25 participants.~~
- ~~4 iii. Provide case management to participants at least once per month to ensure long-~~
- ~~5 term housing stability~~
- ~~6 iv. Assist participants with counseling, including owner-tenant mediation, legal~~
- ~~7 services, credit repair and housing counseling~~
- ~~8 v. Assist participants with developing, securing and coordinating services to obtain~~
- ~~9 Federal, State and local benefits~~
- ~~10 vi. Provide information and referrals to other providers as needed, and follow up with~~
- ~~11 client on referrals~~
- ~~12 vii. Develop an individualized housing and service plan, including planning a path to~~
- ~~13 permanent housing stability to retain permanent housing after the ESG assistance ends~~
- ~~14 Conduct re-evaluations for services~~
- ~~15 E. PERFORMANCE MEASURES AND MONITORING~~
- ~~16 1. The following performance measures will be a requirement of this Contract.~~
- ~~17 a. CONTRACTOR will assist a minimum of 260 eligible Participant households by~~
- ~~18 providing Rapid Rehousing Services. As some Participants will not have needs for the maximum~~
- ~~19 assistance to secure permanent housing and achieve housing stability, the total number of households~~
- ~~20 served will likely increase.~~
- ~~21 b. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual~~
- ~~22 visits or desk monitoring to ensure programmatic compliance at least once during the contract term.~~
- ~~23 Monitoring visits may include, but are not limited to:~~
- ~~24 i. Review of client file documentation~~
- ~~25 ii. Review of eligible activity and cost requirements established by HUD~~
- ~~26 iii. Review of policies and procedures and consistent adherence to PROGRAM~~
- ~~27 practices~~
- ~~28 iv. HMIS data entry completion~~
- ~~29 v. Interviews with program staff~~
- ~~30 c. CONTRACTOR will meet the following expenditure milestones in support of the~~
- ~~31 guidance provided by the State and Federal Government in the utilization of ESG-CV Funding.~~
- ~~32 i. 20 % of total contract expended by July 31, 2021.~~
- ~~33 ii. 40% of total contract expended by September 30, 2021.~~
- ~~34 iii. 60% of total contract expended by November 30, 2021.~~
- ~~35 iv. 80% of total contract expended by January 31, 2022.~~
- ~~36 v. 100% of total contract expended by expended by June 30, 2022.~~
- ~~37 d. The CONTRACTOR will achieve the following performance outcomes for the Rapid~~

~~1 Rehousing Services:~~

~~2 i. Of participants that exit the program during the reporting period, 66% of~~
~~3 participants exit to a permanent housing destination.~~

~~4 ii. Of participants that exit the program during the reporting period, 20% of~~
~~5 participants will have a higher income than at program entry.~~

~~6 iii. Of participants who exit to a permanent destination, 92% will maintain permanent~~
~~7 housing for more than six (6) months from the date of their program exit.~~

~~8 iv. Of participants who move in to permanent housing destinations, 75% do so within~~
~~9 90 days of enrollment to the program.~~

~~10 2. The COUNTY shall monitor the performance of CONTRACTOR against the goals,~~
~~11 outcomes, milestones and performance standards required herein, as determined by COUNTY, will~~
~~12 constitute non-compliance with this Contract for which COUNTY may immediately terminate the~~
~~13 Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within~~
~~14 the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions~~
~~15 contained in the Contract.~~

~~16 3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with~~
~~17 the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY~~
~~18 shall report the findings of each monitoring to Operator.~~

~~19 F. REPORTING REQUIREMENTS~~

~~20 1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form~~
~~21 acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following month~~
~~22 of services rendered, unless otherwise approved by COUNTY. The reporting shall support the~~
~~23 COUNTY in e valuating the CONTRACTOR's performance as it related to Participant data, program~~
~~24 linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data~~
~~25 collection, management, and reporting standards and used to collect participant level data~~

~~26 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the~~
~~27 following:~~

~~28 a. Total number of eligible households that receive assistance;~~

~~29 b. Composition of the households — demographics, size and type;~~

~~30 c. Number of unduplicated individuals served;~~

~~31 d. Caseload movement;~~

~~32 e. Financial assistance expenditures;~~

~~33 f. Average amount of funding provided per household;~~

~~34 g. Length of assistance, including Average number of monthly rental and utility payments~~
~~35 that each household receive; and~~

~~36 h. Number of Participants exits and exit types.~~

~~37 G. FILE MAINTENANCE AND DOCUMENTATION~~

- ~~1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.~~
- ~~2. CONTRACTOR shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.~~
- ~~3. Records providing a full description of each activity undertaken.~~
- ~~4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and~~
- ~~5. Other records necessary to document compliance with Subpart K of 24 CFR 570.~~
- ~~6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.~~
- ~~7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.~~

VI. STAFFING

~~A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any 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~~

1 ~~Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)~~
 2 ~~served. CONTRACTOR shall ensure that documents are maintain of such efforts which may include,~~
 3 ~~but are not limited to, records of participation in COUNTY sponsored or other applicable trainings;~~
 4 ~~recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate,~~
 5 ~~and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are~~
 6 ~~physically challenged.~~

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

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<u>PROGRAM</u>	<u>FTEs</u>
SOAR Specialist	1.50
Housing Stability Specialist	6.0
Leasing Agent	2.0
Program Director	.30
Program Manager	.30
Program Supervisor	.90
Leasing Manager.....	<u>30</u>
SUBTOTAL PROGRAM	11.3
ADMINISTRATION	
Chief Executive Officer	.12
Chief Operations Officer	.12
Chief Program Officer	.12
Controller	.12
Chief Strategy and Compliance Officer	.15
Accounting Manager	.15
Contract Manager/Monitor	.30
Accounting Specialist	.99
Human Resource Specialist	.06
Data Specialist	.48
IT Specialist.....	<u>06</u>
SUBTOTAL PROGRAM	2.67
SUBCONTRACTORS	

1	Housing Stability Specialist	6.0
2	Leasing Agent	2.05
3	Program Director	.10
4	Program Manager	2.75
5	Chief Executive Officer	.06
6	Chief Operations Officer	.04
7	Controller	.08
8	Accounting Manager	.15
9	Contract Manager/ Monitor	.60
10	Accounting Specialist	.86
11	Human Resource Specialist	.10
12	Data Specialist	.20
13	Chief Program Officer	<u>02</u>
14	SUBTOTAL SUBCONTRACTOR	13.01
15	TOTAL FTEs	26.98

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

21 ~~E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 22 ~~Staffing Paragraph of this Exhibit A to the Agreement.~~

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 COVID-19 HOMELESS & PREVENTION RESPONSE SERVICES
 4 IN NORTH, CENTRAL AND SOUTH SPAS
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 MERCY HOUSE LIVING CENTERS
 9 MARCH 23, 2021 THROUGH JUNE 30, 2022
 10

11 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

12 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in
 13 effect or as amended.

14 A. DEFINITIONS

15 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
 16 include a "PII loss" as that term is defined in the CMPPA.

17 2. "Breach of the security of the system" shall have the meaning given to such term under the
 18 California Information Practices Act, Civil Code § 1798.29(d).

19 3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract
 20 between the Social Security Administration and the California Health and Human Services Agency
 21 (CHHS).

22 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
 23 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
 24 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
 25 with performing the functions, activities and services specified in the Contract on behalf of the
 26 COUNTY.

27 5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social
 28 Security Administration (SSA) and DHCS.

29 6. "Notice-triggering Personal Information" shall mean the personal information identified in
 30 Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under
 31 Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name,
 32 identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or
 33 voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in
 34 electronic, paper or any other medium.

35 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
 36 IEA and CMPPA.

37 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil

1 Code§ 1798.3(a).

2 9. "Required by law" means a mandate contained in law that compels an entity to make a use
3 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
4 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
5 or tribal inspector general, or an administrative body authorized to require the production of
6 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
7 participation with respect to health care providers participating in the program, and statutes or
8 regulations that require the production of information, including statutes or regulations that require such
9 information if payment is sought under a government program providing public benefits.

10 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
11 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or
12 interference with system operations in an information system that processes, maintains or stores PI.

13 **B. TERMS OF CONTRACT**

14 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
15 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
16 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract
17 provided that such use or disclosure would not violate the California Information Practices Act (CIPA)
18 if done by the COUNTY.

19 2. Responsibilities of CONTRACTOR

20 CONTRACTOR agrees:

21 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
22 required by this Personal Information Privacy and Security Contract or as required by applicable state
23 and federal law.

24 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
25 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
26 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
27 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
28 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
29 security program that include administrative, technical and physical safeguards appropriate to the size
30 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
31 incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its
32 current policies upon request.

33 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
34 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
35 DHCS PI and PII. These steps shall include, at a minimum:

36 1) Complying with all of the data system security precautions listed in Paragraph E of
37 the Business Associate Contract, Exhibit B to the Contract; and

1 2) Providing a level and scope of security that is at least comparable to the level and
2 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,
3 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for
4 automated information systems in Federal agencies.

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
6 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
7 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health
8 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the
9 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and
10 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
11 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
12 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
13 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides
14 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that
15 apply to CONTRACTOR with respect to such information.

16 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect
17 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its
18 subcontractors in violation of this Personal Information Privacy and Security Contract.

19 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
20 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
21 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the
22 disclosure of DHCS PI or PII to such subcontractors or other agents.

23 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
24 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
25 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
26 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
27 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
28 employees, contractors and agents of its subcontractors and agents.

29 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
30 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
31 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
32 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such
33 breach to the affected individual(s).

34 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any breach of unsecured DHCS PI
37 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit

1 B to the Contract.

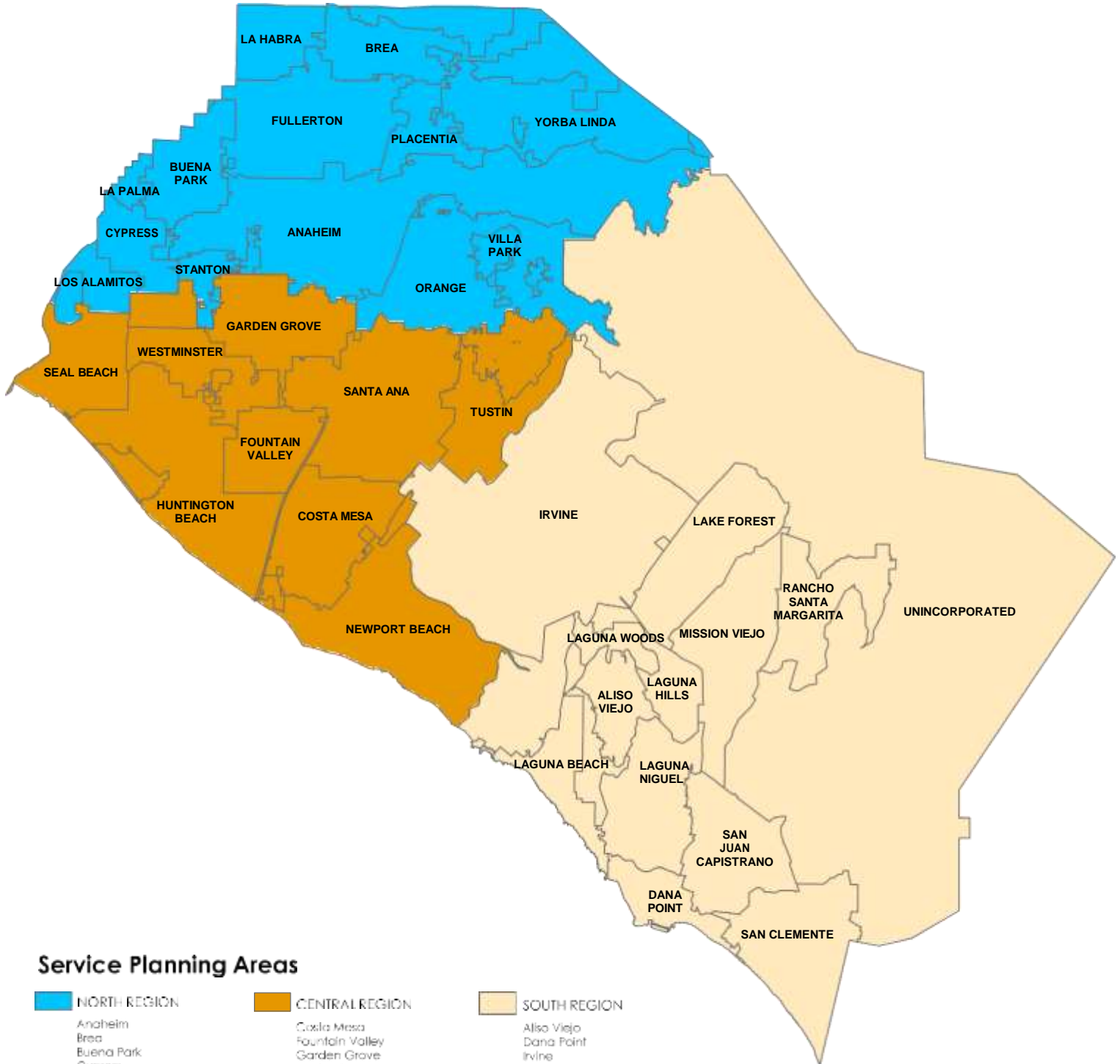
2 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
3 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
4 carrying out the requirements of this Personal Information Privacy and Security Contract and for
5 communicating on security matters with the COUNTY.

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Attachment A



County of Orange Service Planning Areas



Service Planning Areas

- | | | |
|---|--|--|
| NORTH REGION | CENTRAL REGION | SOUTH REGION |
| <ul style="list-style-type: none"> Anaheim Brea Buena Park Cypress Fullerton La Habra La Palma Los Alamitos Orange Placentia Stanton Villa Park Yorba Linda County Unincorporated | <ul style="list-style-type: none"> Costa Mesa Fountain Valley Garden Grove Huntington Beach Newport Beach Santa Ana Seal Beach Tustin Westminister County Unincorporated | <ul style="list-style-type: none"> Aliso Viejo Dana Point Irvine Laguna Beach Laguna Hills Laguna Niguel Laguna Woods Lake Forest Mission Viejo Rancho Santa Margarita San Clemente San Juan Capistrano County Unincorporated |