

1 CONTRACT FOR PROVISION OF  
 2 COVID-19 RESPONSIVE HOMELESS SERVICES  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
 7 MAY 1, 2021 THROUGH JUNE 30, 2023  
 8

9 THIS CONTRACT entered into this May 1, 2021 (effective date), is by and between the COUNTY  
 10 OF ORANGE, a political subdivision of State of California (COUNTY), and Orange County’s United  
 11 Way dba Orange County United Way, a California nonprofit corporation (CONTRACTOR). COUNTY  
 12 and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as  
 13 “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency  
 14 or an authorized designee (“ADMINISTRATOR”).  
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16 **W I T N E S S E T H:**  
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19 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19  
 20 Responsive Homeless Services described herein to individuals experiencing homelessness in the South  
 21 Service Planning Area of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term: May 1, 2021 through June 30, 2023**

**1. COVID-19 Responsive Homeless Services**

**Period One means the period from May 1, 2021 through June 30, 2021**

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

**Period Three means the period from July 1, 2022 through June 30, 2023**

**2. Emergency Housing Voucher Supportive Services**

**Period Two means the period from July 27, 2021 through June 30, 2022**

**Period Three means the period from July 1, 2022 through June 30, 2023**

~~**Term: May 1, 2021 June 30, 2023**~~

**Maximum Obligation: \$6,082,494**

**1. COVID-19 Responsive Homeless Services**

**Maximum Obligation: \$998,728**

**2. Emergency Housing Voucher Supportive Services**

**Maximum Obligation: Period Two Maximum Obligation: \$\$4,739,180**

**Period Three Maximum Obligation: \$344,586**

**TOTAL MAXIMUM OBLIGATION: \$5,083,766**

~~**Maximum Obligation: \$998,728**~~

**Basis for Reimbursement: Actual Cost**

**Payment Method: Monthly in Arrears**

1 **CONTRACTOR DUNS Number:** 0706064914

5 **CONTRACTOR TAX ID Number:** 33-0047991

9 **Notices to COUNTY and CONTRACTOR:**

11 COUNTY:	County of Orange	CONTRACTOR:	Orange County's United Way
12	Health Care Agency		Db a Orange County United Way
13	Contract Services		18012 Mitchell South
14	405 West 5th Street, Suite 600		Irvine, CA 92614
15	Santa Ana, CA 92701-4637		

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20 **I. ACRONYMS**

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

- |    |             |                                                         |
|----|-------------|---------------------------------------------------------|
| 23 | A. ARRA     | American Recovery and Reinvestment Act of 2009          |
| 24 | B. CalWORKs | California Work Opportunity and Responsibility for Kids |
| 25 | C. CAP      | Corrective Action Plan                                  |
| 26 | D. CCC      | California Civil Code                                   |
| 27 | E. CCR      | California Code of Regulations                          |
| 28 | F. CES      | Coordinated Entry System                                |
| 29 | G. CFR      | Code of Federal Regulations                             |
| 30 | H. CHPP     | COUNTY HIPAA Policies and Procedures                    |
| 31 | I. COC      | Continuum of Care                                       |
| 32 | J. COI      | Certificate of Insurance                                |
| 33 | K. CPA      | Certified Public Accountant                             |
| 34 | L. DRS      | Designated Record Set                                   |
| 35 | M. EEOC     | Equal Employment Opportunity Commission                 |
| 36 | N. EOC      | Equal Opportunity Clause                                |
| 37 | O. FFS      | Fee For Service                                         |

1	P. FSC	Family Solutions Collaborative
2	Q. FTE	Full Time Equivalent
3	R. GAAP	Generally Accepted Accounting Principles
4	S. HCA	County of Orange Health Care Agency
5	T. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
6		Law 104-191
7	U. HMIS	Homeless Management Information System
8	V. HSC	California Health and Safety Code
9	W. HUD	U.S. Department of Housing and Urban Development
10	X. MH	Mental Health
11	Y. MHSA	Mental Health Services Act
12	Z. OCR	Federal Office for Civil Rights
13	AA. OIG	Federal Office of Inspector General
14	AB. OMB	Federal Office of Management and Budget
15	AC. OPM	Federal Office of Personnel Management
16	AD. P&P	Policy and Procedure
17	AE. PA DSS	Payment Application Data Security Standard
18	AF. PATH	Projects for Assistance in Transition from Homelessness
19	AG. PC	California Penal Code
20	AH. PCI DSS	Payment Card Industry Data Security Standards
21	AI. PHI	Protected Health Information
22	AJ. PII	Personally Identifiable Information
23	AK. PRA	California Public Records Act
24	AL. PSC	Professional Services Contract System
25	AM. SIR	Self-Insured Retention
26	AN. SMA	Statewide Maximum Allowable (rate)
27	AO. SOW	Scope of Work
28	AP. UOS	Units of Service
29	AQ. USC	United States Code
30	AR. WIC	Women, Infants and Children

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## **II. ALTERATION OF TERMS**

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

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B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers,

1 employees or agents shall be valid unless made in the form of a written amendment to this Contract,  
2 which has been formally approved and executed by both Parties.

### 3 4 **III. ASSIGNMENT OF DEBTS**

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

### 12 13 **IV. COMPLIANCE**

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

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

23 2. CONTRACTOR has the option to develop and provide, or make available to,  
24 ADMINISTRATOR copies of its own Compliance Program policies and procedures.  
25 CONTRACTOR's Compliance Program policies and procedures shall be verified by  
26 ADMINISTRATOR's Compliance Department to ensure they include all required elements of the  
27 ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract  
28 prior to implementation. These elements include:

- 29 a. Designation of a Compliance Officer and/or compliance staff.
- 30 b. Written standards, policies and/or procedures.
- 31 c. Compliance related training and/or education program and proof of completion.
- 32 d. Communication methods for reporting concerns to the Compliance Officer.
- 33 e. Methodology for conducting internal monitoring and auditing.
- 34 f. Methodology for detecting and correcting offenses.
- 35 g. Methodology/Procedure for enforcing disciplinary standards.

36 3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of  
37 its own Compliance Program policies and procedures, CONTRACTOR shall comply with



1 ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to  
 2 the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed  
 3 acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance  
 4 Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary,  
 5 complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

6 4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall  
 7 submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and  
 8 procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's  
 9 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not  
 10 exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance  
 11 Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the  
 12 HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing  
 13 required elements and CONTRACTOR shall revise its Compliance Program to meet  
 14 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
 15 Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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20 **V. CONFIDENTIALITY**

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

24 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract  
25 are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be  
26 necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange  
27 information regarding specific Participants with COUNTY or other providers of related services  
28 contracting with COUNTY.

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

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

35 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
36 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the  
37 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and

1 all information and records which may be obtained in the course of providing such services. This  
 2 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of  
 3 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
 4 consultants, subcontractors, volunteers and interns.

#### 6 **VI. CONFLICT OF INTEREST**

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

#### 16 **VII. CORRECTIVE ACTION PLAN**

17 CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted  
 18 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the  
 19 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet  
 20 goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable  
 21 timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to  
 22 reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the  
 23 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a  
 24 material breach and be grounds for termination of this Contract.

#### 26 **VIII. COST REPORT**

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

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

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

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

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

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

17 //

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

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

34 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
 35 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly  
 36 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
 37 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the

1 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
2 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
3 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

10  
11 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
12 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
13 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
14 knowledge and belief, costs reimbursed through this Contract are reasonable and  
15 allowable and directly or indirectly related to the services provided and that this Cost  
16 Report is a true, correct, and complete statement from the books and records of  
17 (provider name) in accordance with applicable instructions, except as noted. I also  
18 hereby certify that I have the authority to execute the accompanying Cost Report.

19  
20 Signed \_\_\_\_\_  
21 Name \_\_\_\_\_  
22 Title \_\_\_\_\_  
23 Date \_\_\_\_\_"

24  
25 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

26 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

### 13 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

31 1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change  
32 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in  
33 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month  
34 period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is  
35 transitioning from a community clinic/health center to a Federally Qualified Health Center and has been  
36 so designated by the Federal Government.  
37

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

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

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

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

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

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

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

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

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

36  
37

## **XI. DISPUTE RESOLUTION**

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

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

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

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

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

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

## 30 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

31 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
 32 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
 33 consultants performing work under this Contract meet the citizenship or alien status requirements set  
 34 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
 35 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
 36 employment eligibility status required by federal or state statutes and regulations including, but not  
 37 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently



1 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
2 covered employees, subcontractors, and consultants for the period prescribed by the law.

### 3 4 **XIII. EQUIPMENT**

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

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

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

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

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

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

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

5 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
 6 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
 7

#### 8 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

15 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
 16 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.  
 17 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
 18 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.  
 19 //

#### 20 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

26 F. QUALIFIED INSURER

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

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

35 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 36 limits and coverage as set forth below:  
 37

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$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

#### H. REQUIRED COVERAGE FORMS

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

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

#### I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 U. SUBMISSION OF INSURANCE DOCUMENTS

- 2 1. The COI and endorsements shall be provided to COUNTY as follows:
- 3 a. Prior to the start date of this Contract.
- 4 b. No later than the expiration date for each policy.
- 5 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
- 6 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
- 7 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
- 8 the Referenced Contract Provisions of this Contract.
- 9 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
- 10 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
- 11 sole discretion to impose one or both of the following:
- 12 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
- 13 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the
- 14 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
- 15 submitted to ADMINISTRATOR.
- 16 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
- 17 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and
- 18 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
- 19 provisions stipulated in this Contract are submitted to ADMINISTRATOR.
- 20 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
- 21 CONTRACTOR's monthly invoice.
- 22 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
- 23 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
- 24 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

25

26 **XVI. INSPECTIONS AND AUDITS**

27 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

28 of the State of California, the Comptroller General of the United States, or any other of their authorized

29 representatives, shall to the extent permissible under applicable law have access to any books,

30 documents, and records, including but not limited to, financial statements, general ledgers, relevant

31 accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this

32 Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review,

33 evaluation, or examination, or making transcripts during the periods of retention set forth in the Records

34 Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times

35 inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which

36 they are provided.

37 B. CONTRACTOR shall actively participate and cooperate with any person specified in

1 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 2 Contract, and shall provide the above-mentioned persons adequate office space to conduct such  
 3 evaluation or monitoring.

4 C. AUDIT RESPONSE

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

10 2. If the audit reveals that money is payable from one Party to the other, that is,  
 11 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
 12 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
 13 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
 14 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
 15 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
 16 amount not to exceed the reimbursement due COUNTY.

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

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

24  
 25 **XVII. LICENSES AND LAWS**

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

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

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

18 //

19 //

## 20 **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

31 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
 32 available social media sites) in support of the services described within this Contract, CONTRACTOR  
 33 shall develop social media policies and procedures and have them available to ADMINISTRATOR  
 34 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media  
 35 used to either directly or indirectly support the services described within this Contract. CONTRACTOR  
 36 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
 37 media developed in support of the services described within this Contract. CONTRACTOR shall also



1 include any required funding statement information on social media when required by  
2 ADMINISTRATOR.

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

### 6 **XIX. MAXIMUM OBLIGATION**

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

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

### 12 **XX. MINIMUM WAGE LAWS**

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

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

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

### 27 **XXI. NONDISCRIMINATION**

#### 28 **A. EMPLOYMENT**

29 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined  
30 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee  
31 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
32 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
33 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,  
34 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its  
35 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
36 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,  
37 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,

1 gender expression, age, sexual orientation, or military and veteran status.

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

6 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
7 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
8 the provision of benefits.

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

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

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

23 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not  
24 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
25 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
26 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
27 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
28 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
29 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
30 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
31 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
32 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
33 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
34 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
35 factors identified above:

36 1. Denying a Participant or potential Participant any service, benefit, or accommodation.

37 2. Providing any service or benefit to a Participant which is different or is provided in a

1 different manner or at a different time from that provided to other Participants.

2 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed  
3 by others receiving any service and/or benefit.

4 4. Treating a Participant differently from others in satisfying any admission requirement or  
5 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
6 any service and/or benefit.

7 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

36 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
37 state law, this Contract may be canceled, terminated or suspended in whole or in part and

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
2 state or COUNTY funds.

### 4 **XXII. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by E-Mail; or

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

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

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

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

### 25 **XXIII. NOTIFICATION OF DEATH**

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

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

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

34 2. WRITTEN NOTIFICATION

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

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

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

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

#### 10 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

18 //

#### 19 **XXV. PARTICIPANT'S RIGHTS**

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

24 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an  
 25 internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant  
 26 shall have access.

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

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

#### 33 **XXVI. PAYMENT CARD COMPLIANCE**

34 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business  
 35 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR  
 36  
 37

1 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant  
 2 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in  
 3 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to  
 4 return to compliance and shall be compliant within ten (10) business days of the commencement of any  
 5 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written  
 6 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

## 7 8 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

30 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR  
 31 shall maintain participant records and must establish and implement written record management  
 32 procedures.

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

36 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
 37 billings, and revenues available at one (1) location within the limits of the County of Orange. If

1 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
 2 written approval to CONTRACTOR to maintain records in a single location, identified by  
 3 CONTRACTOR.

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

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

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

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

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

#### 17 **XXVIII. RESEARCH AND PUBLICATION**

18 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
 19 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for  
 20 publication.  
 21

#### 22 **XXIX. REVENUE**

23 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
 24 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.  
 25 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.  
 26

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

33 C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
 34 persons other than individuals or groups eligible for services pursuant to this Contract.  
 35

#### 36 **XXX. SEVERABILITY**

37 If a court of competent jurisdiction declares any provision of this Contract or application thereof to

1 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
 2 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
 3 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
 4 force and effect, and to that extent the provisions of this Contract are severable.

### 6 **XXXI. SPECIAL PROVISIONS**

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

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

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

- 31 1. Funding travel or training (excluding program-related mileage or parking).
- 32 2. Making phone calls outside of the local area unless documented to be directly for the  
 33 purpose of Participant care.
- 34 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 35 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
 36 contribute to the quality of services to be provided pursuant to this Contract.
- 37 5. Purchasing or improving land, including constructing or permanently improving any



1 building or facility, except for tenant improvements.

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

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

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

## 7 **XXXII. STATUS OF CONTRACTOR**

9 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
10 wholly responsible for the manner in which it performs the services required of it by the terms of this  
11 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
12 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the  
13 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
14 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
15 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
16 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
17 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
18 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
19 shall not be considered in any manner to be COUNTY's employees.

## 20 **XXXIII. TERM**

21  
22 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of  
23 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the  
24 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this  
25 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond  
26 this term, including but not limited to, obligations with respect to confidentiality, indemnification,  
27 audits, reporting, and accounting.

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

## 30 **XXXIV. TERMINATION**

31  
32 A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written  
33 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
34 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

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

37 1. The loss by CONTRACTOR of legal capacity.

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

13          C. CONTINGENT FUNDING

- 14           1. Any obligation of COUNTY under this Contract is contingent upon the following:
- 15           a. The continued availability of federal, state and County funds for reimbursement of  
16 COUNTY's expenditures, and
- 17           b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
18 approved by the Orange County Board of Supervisors.
- 19           2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
20 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to  
21 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
22 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

- 28           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
29 is consistent with recognized standards of quality care and prudent business practice.
- 30           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of  
31 Contract performance during the remaining Contract term.
- 32           3. Until the date of termination, continue to provide the same level of service required by this  
33 Contract.
- 34           4. If Participant's records are to be transferred to another facility for services, furnish  
35 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by  
36 ADMINISTRATOR to effect an orderly transfer.
- 37           5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent

1 with Participant’s best interests.

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

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

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

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

16 **XXXV. THIRD PARTY BENEFICIARY**

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

20  
21 **XXXVI. WAIVER OF DEFAULT OR BREACH**

22 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
23 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
24 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
25 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
26 Contract.

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

22  
23 ORANGE COUNTY'S UNITED WAY  
24

25  
26 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
27

28 TITLE: \_\_\_\_\_  
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30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
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32 TITLE: \_\_\_\_\_  
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36 COUNTY OF ORANGE  
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BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
HEALTH CARE AGENCY

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
DEPUTY

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

1 EXHIBIT A-1  
2 TO THE CONTRACT FOR PROVISION OF  
3 COVID-19 RESPONSIVE HOMELESS SERVICES AND  
4 EMERGENCY HOUSING VOUCHERS HOUSING LOCATOR SERVICES  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
9 MAY 1, 2021 THROUGH JUNE 30, 2023

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

21 4. Client or Participant means an individual, referred by COUNTY or enrolled in  
22 CONTRACTOR's program for services under the Agreement, who are experiencing homelessness.

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

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

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

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

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

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

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

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

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

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

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

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

17. 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

18. 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.

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

20. 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 for map of the Orange County SPAs.

21. 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 Responsive Homeless Services Budget

	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>	
Indirect Costs	\$47,558
<u>SUBTOTAL ADMINISTRATIVE COSTS</u>	<u>\$47,558</u>
 <u>PROGRAM COSTS</u>	
Salaries	\$71,998
Benefits	\$14,402
Services & Supplies	\$403,970



<u>Subcontractors</u>	<u>\$460,800</u>
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$951,170</u>
<u>TOTAL GROSS COSTS</u>	<u>\$998,728</u>
<u>TOTAL REVENUE</u>	<u>\$998,728</u>
<u>TOTAL MAXIMUM</u>	<u>\$998,728</u>
<u>OBLIGATION</u>	<u>\$998,728</u>

2. Emergency Housing Voucher Housing Locator Services Budget

	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
<u>Indirect</u>	<u>\$430,835.00</u>	<u>\$31,326.00</u>	<u>\$462,161.00</u>
<u>SUBTOTAL ADMINISTRATION COSTS</u>	<u>\$430,835.00</u>	<u>\$31,326.00</u>	<u>\$462,161.00</u>
<u>PROGRAM COSTS</u>			
<u>Salaries and Benefits</u>	<u>\$998,295.00</u>	<u>\$194,760.00</u>	<u>\$1,193,055.00</u>
<u>Services and Supplies</u>	<u>\$3,310,050.00</u>	<u>\$118,500.00</u>	<u>\$3,428,550.00</u>
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$4,308,345.00</u>	<u>\$313,260.00</u>	<u>\$4,621,605.00</u>
<u>TOTAL GROSS COSTS</u>	<u>\$4,739,180.00</u>	<u>\$344,586.00</u>	<u>\$5,083,766.00</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$4,739,180.00</u>	<u>\$344,586.00</u>	<u>\$5,083,766.00</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

1 be made in accordance with GAAP.

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

### 4 III. PAYMENTS

5  
6 A. For COVID-19 Responsive Homeless Services, COUNTY shall pay CONTRACTOR monthly,  
7 in arrears, at the provisional amount of \$38,412 for Period One, for the first month of services. For  
8 Emergency Housing Vouchers Housing Locator Services, COUNTY shall pay CONTRACTOR an  
9 advanced payment for program startup in the amount of \$789,864, estimated at two months of costs to  
10 operate the program. All payments are interim payments only, and subject to Final Settlement in  
11 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be  
12 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such  
13 payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of  
14 the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,  
15 state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for  
16 any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

36 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source  
37 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,

1 canceled checks, receipts, receiving records, and records of services provided.

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

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

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

#### 10 **IV. REPORTS**

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

##### 13 **B. FISCAL**

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

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

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

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

1 quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature  
 2 of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to respond  
 3 to request.

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

9 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written  
 10 Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special incidents  
 11 shall include, but are not limited to, Participant’s suicide or attempted suicide, elopement or absence  
 12 without leave, serious injury, death, criminal behavior, or any other incident which may expose COUNTY  
 13 or CONTRACTOR to liability.

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

## 17 **V. COVID-19 RESPONSIVE HOMELESS SERVICES**

### 18 **A. SCOPE OF SERVICES**

#### 19 **1. Overview**

20 a. The COUNTY in coordination and collaboration with the Orange County CoC issued a  
 21 Request For Proposals to identify COVID-19 Responsive Homeless Service Programs that can be  
 22 operationalized quickly in order to respond to the emergent needs of the community due to COVID-19.  
 23 Additionally, the COUNTY is implementing the selected COVID-19 Responsive Homeless Service  
 24 Programs in a manner to increase equitable service access across Orange County regardless of where  
 25 a person is experiencing homelessness.

26 b. The purpose of this Contract is for the CONTRACTOR to provide COVID-19  
 27 Responsive Homeless Services in the South SPA in support of the COUNTY’s implementation of  
 28 COVID-19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in  
 29 the program description and will be responsible for administering program funded with Homeless  
 30 Housing, Assistance and Prevention (HHAP) funds, as described as follows, in a manner satisfactory to  
 31 the COUNTY and consistent with any standards required as a condition of providing HHAP funds,  
 32 including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and  
 33 HSC § 50221(a)(1-4).

#### 34 **2. Program Description Summary**

35 a. The COVID-19 Responsive Homeless Service Program will provide the Welcome  
 36 Home OC landlord incentive program for households experiencing homelessness in the South SPA in  
 37 Orange County who have been issued a housing choice voucher but are struggling to become safely

1 and stably housed during the COVID-19 pandemic. The PROGRAM will focus on assisting eligible  
2 households with securing long-term stable housing along with case management services aimed at  
3 promoting housing stability. The Welcome Home OC (Program) engages property owners to increase  
4 the availability of rental units for federal housing choice voucher holders, thereby reducing the time  
5 involved searching for housing by Participants.

6 b. The COVID-19 Responsive Homeless Service Program will include the following  
7 services at minimum:

8 i. Property owner network to ensure private market units that meet the Fair Market  
9 Rate (FMR) are available to Participants with federal housing choice vouchers.

10 ii. Housing navigation for Participants provided by CONTRACTOR staff and  
11 subcontractors of the Program

12 iii. Housing stabilization services through 12-months of housing-focused case  
13 management provided by subcontractors of the Program.

14 c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and  
15 consistent with HHAP requirements shall provide COVID-19 Responsive Homeless Services to  
16 Participants experiencing homelessness in the South SPA Orange County for the period of time that  
17 Orange County is in emergency response to COVID-19.

### 18 3. Use of Funds

19 a. Funds shall be used to provide contracted services and operations of the PROGRAM,  
20 such as one-time costs related to rental unit costs, such as but not limited to application fees, security  
21 deposits, moving costs, unit holding fees, property owner bonuses, and furnishings; in addition to  
22 program marketing and development and mitigation funds. The PROGRAM and eligible costs have  
23 been informed by best practices frameworks focused on moving individuals into permanent housing as  
24 quickly as possible and ensuring those individuals maintain their permanent housing.

25 b. The PROGRAM shall be administered in an equitable manner by providing culturally  
26 responsive services and having multicultural outreach advocates to engage and guide underserved  
27 participants throughout the housing process. Program staff shall operate in accordance with non-  
28 discrimination policies and attend annual trainings that focus on understanding implicit biases and  
29 cultural sensitivities to promote diversity and equity within the PROGRAM.

30 c. The PROGRAM will also promote connections to service providers, increased housing  
31 stability and increased access to benefits and employment resources as needed. Services and  
32 operations shall be low-barrier and promote an engagement rich environment in which Participants  
33 make connections to supportive services and stable housing.

### 34 4. Reporting

35 a. Contractor is required to submit reporting on a monthly basis in a form acceptable to  
36 the County. The reporting shall support the County in evaluating the Contractor's performance as it  
37 related to participant data, program linkages and units of services. Contractor will be required to utilize

1 the HMIS or comparable database to comply with HUD's and State's data collection, management, and  
 2 reporting standards and used to collect client-level data and data on the provision of housing and  
 3 services to Participants served.

#### 4 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

5 1. The CONTRACTOR is to receive Participant referrals from the CES and, if applicable,  
 6 coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing  
 7 Authorities for people who are experiencing homelessness in the South SPA who completed the CES  
 8 Assessment, provided needed verifications, and have been issued a federal housing choice voucher.  
 9 A priority will be given to Participants who have engaged in the County's COVID-19 Homelessness  
 10 Responsive Homeless Services, which includes Project Roomkey, Project Toolbelt, and Alternative  
 11 Shelter Placements.

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

14 3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1  
 15 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be  
 16 experiencing homelessness upon exiting an institution.

17 a. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular, and  
 18 adequate nighttime residence, meaning:

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

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

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

27 b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or family  
 28 who:

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

34 ii. Has no other residence; and

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

#### 37 C. DESCRIPTION OF SERVICES

1 1. Essential Requirements – CONTRACTOR shall:

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

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

9 c. Operate the PROGRAM to include flexibilities to respond to eligible Participants  
10 outside of typical operation hours, if needed related to conflicts with employment or other appropriate  
11 factors.

12 d. The administrative offices of Orange County United Way are located at 18012 Mitchel  
13 South, Irvine, California, 92614.

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

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

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

21 h. Provide regional coordination for the PROGRAM for Participants at-risk of  
22 homelessness in Orange County.

23 2. Administrative Management Tasks – CONTRACTOR shall:

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

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

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

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

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

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

1 and exposure to COVID-19.

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

5 3. COVID-19 Responsive Homeless Services Operations – The CONTRACTOR will be  
6 responsible for the provision of COVID-19 Responsive Homeless Services to eligible Participants and  
7 who does not have incomes higher than HUD’s Low-Income Limit for the Area. COVID-19 Responsive  
8 Homeless Service costs must be eligible and necessary to help the Participant move as quickly as  
9 possible into permanent housing and achieve stability within that housing. The CONTRACTOR shall

10 a. Intake and Assessment Process:

11 i. Establish a referral process incorporating CES that identifies Participant  
12 households with federal housing choice vouchers and connects them to the COVID-19 Responsive  
13 Homeless Services being operated by the CONTRACTOR.

14 ii. Conduct an initial evaluation to determine each household’s eligibility, housing  
15 preference and types of assistance needed to regain stability in permanent housing.

16 b. Property Owner Network:

17 i. Engage with property owners and landlords to increase the availability of rental  
18 units for Participants with federal housing choice vouchers, thereby reducing the time involved in the  
19 search for housing by Participants.

20 ii. Fostering relationships and identifying partnership opportunities with the  
21 Apartment Association of Orange County, the California Apartment Association, individual property  
22 owners, legal experts, and non-profit service providers to expand the network of engaged Property  
23 Owners supporting the PROGRAM.

24 iii. CONTRACTOR will match Participants with available rental units that best meets  
25 the Participant’s preferences and requirements in housing units.

26 c. Housing Navigation

27 i. Assist participant in locating, obtaining, and retaining suitable permanent housing  
28 within the available portfolio of units identified by the PROGRAM through the Property Owner Network.  
29 This includes completing applications for available rental units and providing an overview of rental  
30 units, leases and requirements.

31 ii. Supporting Participants in completing and/or providing documentation for entry  
32 into lease or rental agreements with each property owner identified by the CONTRACTOR under this  
33 PROGRAM.

34 iii. Financial assistance cost may be used to pay property owners bonuses, unit  
35 holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, furnishings,  
36 mitigation fees, and other third parties for rental assistance, rental application fees, and more, in  
37 alignment with the PROGRAM.



1 iv. Assist participant with making moving arrangements, including obtaining utilities,  
 2 transferring belongings from storage units, obtaining needed furnishings and home goods and supplies.

3 d. Housing Stabilization

4 i. Provide case management utilizing a ratio of one case manager to a maximum of  
 5 25 participants.

6 ii. Provide case management to participants at least two times per month to ensure  
 7 long-term housing stability for twelve months.

8 iii. Establish a housing stabilization plan, which is unique to each Participant needs  
 9 and determines the level of case management and supportive services received.

10 iv. Assist Participants with counseling, including owner-tenant mediation, legal  
 11 services, credit repair and housing counseling.

12 v. Assist Participants with developing, securing and coordinating services to obtain  
 13 Federal, State and local mainstream supportive benefits.

14 vi. Assist Participants in developing a budget to understand what resources are  
 15 needed to maintain housing stability.

16 vii. Provide information and referrals to other providers as needed, and follow-up with  
 17 client on referrals and linkages related to physical health and behavioral health services.

18 viii. CONTRACTOR will work with Participant to make a reasonable effort to re-locate  
 19 to another rental unit, if housing stability is in jeopardy. The PROGRAM will cover additional costs  
 20 related to housing relocation services and/or subsequent rental holding fees and rental deposit fees  
 21 with the funding included in this CONTRACT. The primary goal of the PROGRAM will be to ensure  
 22 Participants retain federal housing choice voucher and do not return to homelessness.

23 D. PERFORMANCE MEASURES AND MONITORING

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

25 a. CONTRACTOR will assist a minimum of 40 eligible Participant Households, equivalent  
 26 to approximately 64 persons, by providing COVID-19 Responsive Homeless Services. As some  
 27 Participant Households will not have needs for the maximum assistance to secure permanent housing  
 28 and achieve housing stability, the total number of households served may increase.

29 b. The Participants will secure housing within 45 days or less of being enrolled in the  
 30 Program.

31 c. The Participants that move into permanent housing utilizing the federal housing choice  
 32 vouchers will have a housing stability plan within two weeks (14 days) of moving into housing.

33 d. Of participants that exit the program during the reporting period, 95% of participants  
 34 exit to a permanent housing destination.

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

37 d. Of participants who exit to a permanent destination, 95% will maintain permanent

1 housing for more than six (6) months from the date of their program exit.

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

5 a. Review of client file documentation

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

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

9 d. HMIS data entry completion

10 e. Interviews with program staff

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

17 4. County shall periodically evaluate Operator's progress in complying with the terms of this  
 18 Contract. Operator shall cooperate fully during such monitoring. County shall report the findings of each  
 19 monitoring to Operator.

#### 20 E. REPORTING REQUIREMENTS

21 1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to  
 22 the COUNTY. Monthly reports will be due by the fifteenth (15) day of the following month of services  
 23 rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in  
 24 evaluating the CONTRACTOR's performance as it related to Participant data, program linkages and  
 25 units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection,  
 26 management, and reporting standards and used to collect participant-level data

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

29 a. Total number of eligible households that receive assistance;

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

31 c. Number of unduplicated individuals served;

32 d. Caseload movement;

33 e. Financial assistance expenditures by type;

34 f. Average amount of funding provided per household;

35 g. Length of assistance, including average number of monthly rental and utility deposit  
 36 payments that each household receive; and

37 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.

## VI. EMERGENCY HOUSING VOUCHERS HOUSING LOCATOR 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

1 individuals and adult only households in Orange County.

2 c. The purpose of the Contract Amendment No. 1 is for the CONTRACTOR to provide  
3 housing support assistance and housing stabilization services to Participants who are issued an EHV  
4 by OCHA and will be residing in Orange County. The CONTRACTOR shall ensure all services set forth  
5 in the program description are provided to Participants and will be responsible for administering the  
6 program as described as follows, in a manner satisfactory to the COUNTY and consistent with any  
7 requirements of the Notice PIH 2021-15 issued on May 5, 2021 by HUD.

8 2. Emergency Housing Vouchers Housing Locator Program Description

9 a. The Emergency Housing Voucher Housing Locator Program will provide the  
10 WelcomeHomeOC landlord incentive program for households that are issued an EHV from OCHA and  
11 will be residing in Orange County. The Program will focus on identifying rental units and making these  
12 available to households looking to become safely and stably housed during the COVID-19 pandemic in  
13 coordination and collaboration with Human Options, People Assisting the Homeless (PATH), Mercy  
14 House and their subcontractor partners. The Program will focus on assisting eligible households with  
15 securing long-term stable rental housing that meets the minimum standards required of EHV. The  
16 Program engages property owners to increase the availability of rental units for federal housing choice  
17 voucher holders, thereby reducing the time involved searching for housing by Participants.

18 b. The Program will include the following services at minimum:

19 i. Property owner network to ensure private market units that meet the Fair Market  
20 Rate (FMR) are available to Participants with federal EHV's.

21 ii. Identification of rental housing that meets the needs and preferences of  
22 Participants throughout Orange County, including physically accessible units with features for  
23 household members with disability, as well as units in low-poverty neighborhoods.

24 iii. Rental housing matching to Participants and coordinating with other homeless  
25 service providers to support the Participant in viewing the unit and completing required paperwork.

26 3. Use of Funds

27 a. Funds shall be used to provide contracted services and operations of the PROGRAM,  
28 such as one-time costs related to rental unit costs, such as but not limited to application fees, security  
29 deposits, moving costs, unit holding fees, property owner bonuses and mitigation funds; in addition to  
30 program marketing and development and staff costs related to housing navigation, retention, and  
31 property owner recruitment/management. The PROGRAM and eligible costs have been informed by  
32 best practices frameworks focused on moving individuals into permanent housing as quickly as  
33 possible and ensuring EHV's are utilized.

34 b. The PROGRAM shall be administered in an equitable manner by providing culturally  
35 responsive services to engage and guide underserved participants throughout the housing process.  
36 Program staff shall operate in accordance with non-discrimination policies and attend annual trainings  
37 that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity

1 within the PROGRAM.

2 4. Reporting

3 a. Contractor is required to submit reporting on a monthly basis in a form acceptable to  
 4 the County. The reporting shall support the County in evaluating the Contractor's performance as it  
 5 related to participant data, program linkages, units of services and use of funds.

6 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

7 1. The CONTRACTOR is to receive Participant referrals from the COUNTY and, if applicable,  
 8 coordinate with the OCHA.

9 2. Eligible Participants are individuals who are experiencing homelessness; at risk of  
 10 experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual  
 11 assault, stalking, or human trafficking; or were recently homeless and for whom providing rental  
 12 assistance will prevent the individual's homelessness or having high risk of housing instability and have  
 13 been issued an EHV from OCHA.

14 C. DESCRIPTION OF SERVICES

15 1. Essential Requirements – CONTRACTOR shall:

16 a. Maintain regularly scheduled service hours, Monday through Friday, in accordance  
 17 with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be  
 18 required to be available evenings and/or weekend to accommodate Program needs. Any change or  
 19 deviation from this schedule must have prior approval from COUNTY.

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

22 c. Operate the PROGRAM to include flexibilities to meet with eligible landlords, property  
 23 owners and/or Service Providers Agencies outside of typical operation hours, if needed.

24 d. The administrative offices of Orange County United Way are located at 18012 Mitchell  
 25 South, Irvine, California, 92614.

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

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

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

33 2. Administrative Management Tasks – CONTRACTOR shall:

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

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

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

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

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

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

12 3. Emergency Housing Vouchers Housing Locator Program Operations – The  
13 CONTRACTOR will be responsible for the provision of Program Services to eligible Participants who do  
14 not have incomes higher than HUD's Low-Income Limit for the Area. Program costs must be eligible  
15 and necessary to help the Participant move as quickly as possible into permanent housing in  
16 coordination and collaboration with Human Options, PATH, Mercy House and their subcontracted  
17 partners The CONTRACTOR shall

18 a. Intake Process:

19 i. Receive information from initial evaluation that determines each households'  
20 eligibility, housing preferences and needs. This information will be provided to the CONTRACTOR from  
21 CES and/or the homeless service provider that the Participant is working with for EHV Housing  
22 Stabilization Services.

23 b. Property Owner Network:

24 i. Recruit property owners to join the network and encourage existing network  
25 members to make additional communities within their portfolios available to the program.

26 ii. Engage with property owners and landlords to increase the availability of rental  
27 units for Participants with federal housing choice vouchers, thereby reducing the time involved in the  
28 search for housing by Participants.

29 iii. Fostering relationships and identifying partnership opportunities with the  
30 Apartment Association of Orange County, the California Apartment Association, individual property  
31 owners, legal experts, and non-profit service providers to expand the network of engaged Property  
32 Owners supporting the PROGRAM.

33 iv. CONTRACTOR will match Participants with available rental units that best meets  
34 the Participant's preferences and requirements in housing units. CONTRCATOR will coordinate and  
35 collaborate with Human Options, People Assisting the Homeless (PATH), Mercy House and their  
36 subcontractor partners, to support Participants in viewing these units and completing necessary  
37 paperwork.

1 c. Housing Navigation

2 i. Assist participant in locating, obtaining, and retaining suitable permanent housing  
 3 within the available portfolio of units identified by the PROGRAM through the Property Owner Network.  
 4 This includes completing applications for available rental units and providing an overview of rental  
 5 units, leases and requirements.

6 ii. Work with service provider agencies to support Participants in completing and/or  
 7 providing documentation for entry into lease or rental agreements with each property owner identified  
 8 by the CONTRACTOR under this PROGRAM.

9 iii. Financial assistance cost may be used to pay property owners bonuses, unit  
 10 holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, mitigation  
 11 fees, and other third parties for rental assistance, rental application fees, and more, in alignment with  
 12 the PROGRAM.

13 D. PERFORMANCE MEASURES AND MONITORING

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

15 a. CONTRACTOR will assist up to 475 eligible Participant Households by identifying  
 16 available rental units that accept the EHV. As some Participant Households will not have needs for the  
 17 maximum assistance to secure permanent housing and achieve housing stability, the total number of  
 18 households served may increase, dependent upon mutual agreement by both parties.

19 b. At minimum 50% of Participants will secure housing within 90 days or less of being  
 20 issued an EHV from OCHA.

21 c. At minimum 95% of Participants will secure housing within 120 days or less of being  
 22 issued an EHV from OCHA.

23 d. At minimum, increase the Property Owner Network by adding 30 new landlords and/or  
 24 property owners/rental communities.

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

28 a. Review of policies and procedures and consistent adherence to PROGRAM practices

29 b. Interviews with program staff

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

36 4. County shall periodically evaluate Operator's progress in complying with the terms of this  
 37 Contract. Operator shall cooperate fully during such monitoring. County shall report the findings of each

1 monitoring to Operator.

2 **E. REPORTING REQUIREMENTS**

3 1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to  
 4 the COUNTY. Monthly reports will be due by the fifteenth (15) day of the following month of services  
 5 rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in  
 6 evaluating the CONTRACTOR's performance as it related to Participant data, and units of service.  
 7 CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and  
 8 reporting standards and used to collect participant-level data

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

11 a. Total number of eligible households that receive assistance;

12 b. Number of unduplicated individuals served;

13 c. Financial assistance expenditures by type;

14 d. Average amount of funding provided per household; and

15 e. Length of assistance, including unit holding fees and rental deposits.

16 **F. FILE MAINTENANCE AND DOCUMENTATION**

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

19 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in  
 20 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under  
 21 this CONTRACT.

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

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

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

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

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

35  
 36 **VII. STAFFING**

37 A. CONTRACTOR shall provide effective administrative management of the budget, staffing,



1 recording, and reporting portion of the agreement with the COUNTY. If administrative and/or  
 2 programmatic responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that  
 3 any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities.  
 4 Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated  
 6 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  
 11 staff's position.
6. Effectively communicate and monitor the program for its success;
7. Maintain communication between the CONTRACT key staff and Program Administrators;  
 14 and,
8. Act quickly to identify and solve problems.

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

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

26 1. COVID-19 Responsive Homeless Services Staffing Plan

<u>PROGRAM</u>	<u>FTEs</u>
<u>Program Specialist</u>	<u>.5</u>
<u>Retention Specialist</u>	<u>.1</u>
<u>SUBTOTAL PROGRAM</u>	<u>.6</u>
<u>SUBCONTRACTOR</u>	<u>6.15</u>
<u>SUBTOTAL SUBCONTRACTOR</u>	<u>6.15</u>
<u>TOTAL FTEs</u>	<u>6.75</u>

2. Emergency Housing Voucher Housing Locator Services Staffing Plan

<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>WHOC Finance Specialist</u>	<u>0.75</u>	<u>0</u>	<u>0.75</u>
<u>WHOC Contract Specialist</u>	<u>0.50</u>	<u>0</u>	<u>0.50</u>
<u>WHOC Data and Evaluation</u>	<u>0.50</u>	<u>0</u>	<u>0.50</u>
<u>IT and Web Portal Manager</u>	<u>0.50</u>	<u>0</u>	<u>0.50</u>
<u>SUBTOTAL DIRECT ADMINISTRATION</u>	<u>2.25</u>	<u>0</u>	<u>2.25</u>
<u>PROGRAM</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
<u>Manager, Housing Navigation</u>	<u>1.00</u>	<u>0</u>	<u>1.00</u>
<u>Housing Navigation Specialist</u>	<u>5.00</u>	<u>0</u>	<u>5.00</u>
<u>Housing Stabilization Manager</u>	<u>0.50</u>	<u>0.50</u>	<u>1.00</u>
<u>Housing Stabilization Specialist</u>	<u>2.00</u>	<u>2.00</u>	<u>4.00</u>
<u>Property Owner Manager</u>	<u>0.75</u>	<u>0</u>	<u>0.75</u>
<u>Property Owner Specialist</u>	<u>2.00</u>	<u>0</u>	<u>2.00</u>
<u>WHOC Marketing and Events</u>	<u>1.00</u>	<u>0</u>	<u>1.00</u>
<u>WHOC Unit Intake Coordinator</u>	<u>0.75</u>	<u>0</u>	<u>0.75</u>
<u>SUBTOTAL PROGRAM</u>	<u>13.00</u>	<u>2.50</u>	<u>15.50</u>
<u>TOTAL FTEs</u>	<u>13.00</u>	<u>2.50</u>	<u>15.50</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.

~~EXHIBIT A  
TO THE CONTRACT FOR PROVISION OF  
COVID-19 RESPONSIVE HOMELESS SERVICES  
IN THE SOUTH SERVICE PLANNING AREA  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY~~

MAY 1, 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. 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.~~

~~4. Client or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who are experiencing homelessness.~~

~~5. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for program participants. The CES covers the geographic area of 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.~~

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

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

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

~~9. 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.~~

~~10. 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.~~

~~11. 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.~~

~~12. 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.~~

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

~~14. 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.~~

~~15. 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~~

~~16. 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.~~

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

~~18. 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 for map of the Orange County SPAs.~~

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

## ~~**H. 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.~~

	<u>TOTAL</u>
<del>ADMINISTRATIVE COSTS</del>	
<del>Indirect Costs</del>	<del>\$47,558</del>
<del>SUBTOTAL</del>	<del>\$47,558</del>
<del>ADMINISTRATIVE COSTS</del>	
<del>PROGRAM COSTS</del>	
<del>-Salaries</del>	<del>\$71,998</del>
<del>—Benefits</del>	<del>\$14,402</del>
<del>—Services &amp; Supplies</del>	<del>\$403,970</del>
<del>—Subcontractors</del>	<del>\$460,800</del>
<del>SUBTOTAL PROGRAM COSTS</del>	<del>\$951,170</del>
<del>TOTAL GROSS COSTS</del>	<del>\$998,728</del>
<del>TOTAL REVENUE</del>	<del>\$998,728</del>
<del>TOTAL MAXIMUM OBLIGATION</del>	<del>\$998,728</del>

~~— 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~~

1 ~~Budget Paragraph of this Exhibit A to the Agreement.~~

2  
3 **III. PAYMENTS**

4 ~~— A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$38,412~~  
5 ~~for Period One, for the first month of services. All payments are interim payments only, and subject to~~  
6 ~~Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which~~  
7 ~~CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided,~~  
8 ~~however, the total of such payments do not exceed the Maximum Obligation as specified in the~~  
9 ~~Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are~~  
10 ~~reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its~~  
11 ~~discretion, pay supplemental invoices for any month for which the provisional amount specified above~~  
12 ~~has not been fully paid.~~

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

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

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

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

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

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

37 ~~— E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration~~

1 ~~and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or~~  
 2 ~~specifically agreed upon in a subsequent Agreement.~~

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

#### 6 **IV. REPORTS**

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

9 ~~— B. FISCAL~~

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

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

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

33 ~~— D. PROGRAMMATIC — CONTRACTOR may be required to submit monthly reports to~~  
 34 ~~ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,~~  
 35 ~~ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR~~  
 36 ~~in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will~~  
 37 ~~be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for~~

1 ~~CONTRACTOR to respond to request.~~

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

7 ~~— F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a~~  
 8 ~~written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special~~  
 9 ~~incidents shall include, but are not limited to, Participant’s suicide or attempted suicide, elopement or~~  
 10 ~~absence without leave, serious injury, death, criminal behavior, or any other incident which may expose~~  
 11 ~~COUNTY or CONTRACTOR to liability.~~

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

## 14 V. SERVICES

### 15 A. SCOPE OF SERVICES

#### 16 1. Overview

17 ~~— a. The COUNTY in coordination and collaboration with the Orange County CoC issued a~~  
 18 ~~Request For Proposals to identify COVID-19 Responsive Homeless Service Programs that can be~~  
 19 ~~operationalized quickly in order to respond to the emergent needs of the community due to COVID-19.~~  
 20 ~~Additionally, the COUNTY is implementing the selected COVID-19 Responsive Homeless Service~~  
 21 ~~Programs in a manner to increase equitable service access across Orange County regardless of where a~~  
 22 ~~person is experiencing homelessness.~~

23 ~~— b. The purpose of this Contract is for the CONTRACTOR to provide COVID-19~~  
 24 ~~Responsive Homeless Services in the South SPA in support of the COUNTY’s implementation of~~  
 25 ~~COVID-19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in~~  
 26 ~~the program description and will be responsible for administering program funded with Homeless~~  
 27 ~~Housing, Assistance and Prevention (HHAP) funds, as described as follows, in a manner satisfactory to~~  
 28 ~~the COUNTY and consistent with any standards required as a condition of providing HHAP funds,~~  
 29 ~~including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(e)(1-8), and~~  
 30 ~~HSC § 50221(a)(1-4).~~

#### 31 2. Program Description Summary

32 ~~— a. The COVID-19 Responsive Homeless Service Program will provide the Welcome~~  
 33 ~~Home OC landlord incentive program for households experiencing homelessness in the South SPA in~~  
 34 ~~Orange County who have been issued a housing choice voucher but are struggling to become safely and~~  
 35 ~~stably housed during the COVID-19 pandemic. The PROGRAM will focus on assisting eligible~~  
 36 ~~households with securing long term stable housing along with case management services aimed at~~  
 37



~~1 promoting housing stability. The Welcome Home OC (Program) engages property owners to increase  
2 the availability of rental units for federal housing choice voucher holders, thereby reducing the time  
3 involved searching for housing by Participants.~~

~~4 b. The COVID-19 Responsive Homeless Service Program will include the following  
5 services at minimum:~~

~~6 i. Property owner network to ensure private market units that meet the Fair Market  
7 Rate (FMR) are available to Participants with federal housing choice vouchers.~~

~~8 ii. Housing navigation for Participants provided by CONTRACTOR staff and  
9 subcontractors of the Program~~

~~10 iii. Housing stabilization services through 12 months of housing focused case  
11 management provided by subcontractors of the Program.~~

~~12 c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and  
13 consistent with HHAP requirements shall provide COVID-19 Responsive Homeless Services to  
14 Participants experiencing homelessness in the South SPA Orange County for the period of time that  
15 Orange County is in emergency response to COVID-19.~~

~~16 3. Use of Funds~~

~~17 a. Funds shall be used to provide contracted services and operations of the PROGRAM,  
18 such as one time costs related to rental unit costs, such as but not limited to application fees, security  
19 deposits, moving costs, unit holding fees, property owner bonuses, and furnishings; in addition to  
20 program marketing and development and mitigation funds. The PROGRAM and eligible costs have  
21 been informed by best practices frameworks focused on moving individuals into permanent housing as  
22 quickly as possible and ensuring those individuals maintain their permanent housing.~~

~~23 b. The PROGRAM shall be administered in an equitable manner by providing culturally  
24 responsive services and having multicultural outreach advocates to engage and guide underserved  
25 participants throughout the housing process. Program staff shall operate in accordance with non-  
26 discrimination policies and attend annual trainings that focus on understanding implicit biases and  
27 cultural sensitivities to promote diversity and equity within the PROGRAM.~~

~~28 c. The PROGRAM will also promote connections to service providers, increased housing  
29 stability and increased access to benefits and employment resources as needed. Services and operations  
30 shall be low barrier and promote an engagement rich environment in which Participants make  
31 connections to supportive services and stable housing.~~

~~32 4. Reporting~~

~~33 a. Contractor is required to submit reporting on a monthly basis in a form acceptable to  
34 the County. The reporting shall support the County in evaluating the Contractor's performance as it  
35 related to participant data, program linkages and units of services. Contractor will be required to utilize  
36 the HMIS or comparable database to comply with HUD's and State's data collection, management, and  
37 reporting standards and used to collect client level data and data on the provision of housing and~~

1 ~~services to Participants served.~~

2 ~~— B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS~~

3 ~~—— 1. The CONTRACTOR is to receive Participant referrals from the CES and, if applicable,~~  
 4 ~~coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public Housing~~  
 5 ~~Authorities for people who are experiencing homelessness in the South SPA who completed the CES~~  
 6 ~~Assessment, provided needed verifications, and have been issued a federal housing choice voucher. A~~  
 7 ~~priority will be given to Participants who have engaged in the County's COVID-19 Homelessness~~  
 8 ~~Responsive Homeless Services, which includes Project Roomkey, Project Toolbelt, and Alternative~~  
 9 ~~Shelter Placements.~~

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

12 ~~—— 3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1~~  
 13 ~~and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be~~  
 14 ~~experiencing homelessness upon exiting an institution.~~

15 ~~a. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular, and~~  
 16 ~~adequate nighttime residence, meaning:~~

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

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

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

25 ~~—— b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual or family~~  
 26 ~~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 other~~  
 34 ~~social networks, to obtain other permanent housing.~~

35 ~~— C. DESCRIPTION OF SERVICES~~

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 and/or~~  
 2 ~~subcontractors will be required to operate extended hours at least two (2) evenings or days per week and~~  
 3 ~~provide weekend activities to accommodate Participant needs. Any change or deviation from this~~  
 4 ~~schedule must have 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 administrative offices of Orange County United Way are located at 18012 Mitchel~~  
 11 ~~South, Irvine, California, 92614.~~

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 ~~\_\_\_\_\_ h. Provide regional coordination for the PROGRAM for Participants at risk of~~  
 20 ~~homelessness in Orange County.~~

21 ~~\_\_\_\_\_ 2. Administrative Management Tasks CONTRACTOR shall:~~

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

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

26 ~~\_\_\_\_\_ c. Track PROGRAM costs and ensure eligibility for payment within the funding~~  
 27 ~~requirements.~~

28 ~~\_\_\_\_\_ d. Operate, maintain, coordinate and staff the resources of the PROGRAM.~~

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

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

37 ~~\_\_\_\_\_ g. Enter PROGRAM data into HMIS or comparable database and adhere to all~~

1 ~~implementation guidelines developed under the Orange County CoC and per HMIS standards or~~  
2 ~~amended HMIS standards, as applicable.~~

3 ~~3. COVID-19 Responsive Homeless Services Operations—The CONTRACTOR will be~~  
4 ~~responsible for the provision of COVID-19 Responsive Homeless Services to eligible Participants and~~  
5 ~~who does not have incomes higher than HUD's Low Income Limit for the Area. COVID-19 Responsive~~  
6 ~~Homeless Service costs must be eligible and necessary to help the Participant move as quickly as~~  
7 ~~possible into permanent housing and achieve stability within that housing. The CONTRACTOR shall~~

8 ~~a.— Intake and Assessment Process:~~

9 ~~i.— Establish a referral process incorporating CES that identifies Participant households~~  
10 ~~with federal housing choice vouchers and connects them to the COVID-19 Responsive Homeless~~  
11 ~~Services being operated by the CONTRACTOR.~~

12 ~~ii.— Conduct an initial evaluation to determine each household's eligibility, housing~~  
13 ~~preference and types of assistance needed to regain stability in permanent housing.~~

14 ~~b.— Property Owner Network:~~

15 ~~i.— Engage with property owners and landlords to increase the availability of rental~~  
16 ~~units for Participants with federal housing choice vouchers, thereby reducing the time involved in the~~  
17 ~~search for housing by Participants.~~

18 ~~ii.— Fostering relationships and identifying partnership opportunities with the~~  
19 ~~Apartment Association of Orange County, the California Apartment Association, individual property~~  
20 ~~owners, legal experts, and non-profit service providers to expand the network of engaged Property~~  
21 ~~Owners supporting the PROGRAM.~~

22 ~~iii.— CONTRACTOR will match Participants with available rental units that best meets~~  
23 ~~the Participant's preferences and requirements in housing units.~~

24 ~~c.— Housing Navigation~~

25 ~~i.— Assist participant in locating, obtaining, and retaining suitable permanent housing~~  
26 ~~within the available portfolio of units identified by the PROGRAM through the Property Owner~~  
27 ~~Network. This includes completing applications for available rental units and providing an overview of~~  
28 ~~rental units, leases and requirements.~~

29 ~~ii.— Supporting Participants in completing and/or providing documentation for entry~~  
30 ~~into lease or rental agreements with each property owner identified by the CONTRACTOR under this~~  
31 ~~PROGRAM.~~

32 ~~iii.— Financial assistance cost may be used to pay property owners bonuses, unit holding~~  
33 ~~fees, rental and utility deposits, moving costs, renters insurance, relocation fees, furnishings, mitigation~~  
34 ~~fees, and other third parties for rental assistance, rental application fees, and more, in alignment with the~~  
35 ~~PROGRAM.~~

36 ~~iv.— Assist participant with making moving arrangements, including obtaining utilities,~~  
37 ~~transferring belongings from storage units, obtaining needed furnishings and home goods and supplies.~~

~~d. Housing Stabilization~~

~~i. Provide case management utilizing a ratio of one case manager to a maximum of 25 participants.~~

~~ii. Provide case management to participants at least two times per month to ensure long term housing stability for twelve months.~~

~~iii. Establish a housing stabilization plan, which is unique to each Participant needs and determines the level of case management and supportive services received.~~

~~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 mainstream supportive benefits.~~

~~vi. Assist Participants in developing a budget to understand what resources are needed to maintain housing stability.~~

~~vii. Provide information and referrals to other providers as needed, and follow up with client on referrals and linkages related to physical health and behavioral health services.~~

~~viii. CONTRACTOR will work with Participant to make a reasonable effort to relocate to another rental unit, if housing stability is in jeopardy. The PROGRAM will cover additional costs related to housing relocation services and/or subsequent rental holding fees and rental deposit fees with the funding included in this CONTRACT. The primary goal of the PROGRAM will be to ensure Participants retain federal housing choice voucher and do not return to homelessness. —~~

~~D. PERFORMANCE MEASURES AND MONITORING~~

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

~~a. CONTRACTOR will assist a minimum of 40 eligible Participant Households, equivalent to approximately 64 persons, by providing COVID-19 Responsive Homeless Services. As some Participant Households will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served may increase.~~

~~b. The Participants will secure housing within 45 days or less of being enrolled in the Program.~~

~~c. The Participants that move into permanent housing utilizing the federal housing choice vouchers will have a housing stability plan within two weeks (14 days) of moving into housing.~~

~~d. Of participants that exit the program during the reporting period, 95% of participants exit to a permanent housing destination.~~

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

~~d. 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~~

~~1 desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring  
2 visits may include, but are not limited to:~~

~~3 a. Review of client file documentation~~

~~4 b. Review of eligible activity and cost requirements established by HHAP Program  
5 guidelines~~

~~6 c. Review of policies and procedures and consistent adherence to PROGRAM practices~~

~~7 d. HMIS data entry completion~~

~~8 e. Interviews with program staff~~

~~9 3. The County shall monitor the performance of Contractor against the goals, outcomes,  
10 milestones and performance standards required herein including the Standards of Care. Substandard  
11 performance, as determined by County, will constitute non-compliance with this Contract for which  
12 County may immediately terminate the Contract. If action to correct such substandard performance is  
13 not taken by Operator within the time period specified by County, payment(s) will be denied in  
14 accordance with the provisions contained in the Contract.~~

~~15 4. County shall periodically evaluate Operator's progress in complying with the terms of this  
16 Contract. Operator shall cooperate fully during such monitoring. County shall report the findings of each  
17 monitoring to Operator.~~

#### ~~18 E. REPORTING REQUIREMENTS~~

~~19 1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to  
20 the COUNTY. Monthly reports will be due by the fifteenth (15) day of the following month of services  
21 rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in  
22 evaluating the CONTRACTOR's performance as it related to Participant data, program linkages and  
23 units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection,  
24 management, and reporting standards and used to collect participant level data~~

~~25 2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the  
26 following:~~

~~27 a. Total number of eligible households that receive assistance;~~

~~28 b. Composition of the households—demographics, size and type;~~

~~29 c. Number of unduplicated individuals served;~~

~~30 d. Caseload movement;~~

~~31 e. Financial assistance expenditures by type;~~

~~32 f. Average amount of funding provided per household;~~

~~33 g. Length of assistance, including average number of monthly rental and utility deposit  
34 payments that each household receive; and~~

~~35 h. Number of Participants exits and exit types.~~

#### ~~36 F. FILE MAINTENANCE AND DOCUMENTATION~~

~~37 1. CONTRACTOR shall prepare all applicable files and perform all administrative~~

1 ~~management tasks, as indicated in the CONTRACT.~~

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

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

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

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

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

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

## 18 ~~VI. STAFFING~~

19 ~~A. CONTRACTOR shall provide effective administrative management of the budget, staffing,~~  
 20 ~~recording, and reporting portion of the agreement with the COUNTY. If administrative and/or~~  
 21 ~~programmatic responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any~~  
 22 ~~subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities.~~  
 23 ~~Responsibilities include but are not limited to the following:~~

24 ~~1. Designate the responsible position(s) in your organization for managing the funds allocated~~  
 25 ~~to this program;~~

26 ~~2. Maximize the use of the allocated funds;~~

27 ~~3. Ensure timely and accurate reporting;~~

28 ~~4. Maintain appropriate staffing levels;~~

29 ~~5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the~~  
 30 ~~staff's position.~~

31 ~~6. Effectively communicate and monitor the program for its success;~~

32 ~~7. Maintain communication between the CONTRACT key staff and Program Administrators;~~  
 33 ~~and,~~

34 ~~8. Act quickly to identify and solve problems.~~

35 ~~B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the~~  
 36 ~~Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)~~  
 37

1 ~~served. CONTRACTOR shall ensure that documents are maintained of such efforts which may include,~~  
 2 ~~but are not limited to, records of participation in COUNTY sponsored or other applicable trainings;~~  
 3 ~~recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate,~~  
 4 ~~and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are~~  
 5 ~~physically challenged.~~

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

<del>PROGRAM</del>	<del>FTEs</del>
<del>Program Specialist</del>	<del>.5</del>
<del>Retention Specialist</del>	<del>.1</del>
<del>SUBTOTAL PROGRAM</del>	<del>.6</del>
<del>SUBCONTRACTOR</del>	<del>6.15</del>
<del>SUBTOTAL SUBCONTRACTOR</del>	<del>6.15</del>
<del>TOTAL FTEs</del>	<del>6.75</del>

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

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

24 #  
 25 #  
 26 #  
 27 #  
 28 #

29 EXHIBIT B  
 30 TO THE CONTRACT FOR PROVISION OF  
 31 COVID-19 RESPONSIVE HOMELESS SERVICES  
 32 BETWEEN  
 33 COUNTY OF ORANGE  
 34 AND  
 35 ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
 36 MAY 1, 2021 THROUGH JUNE 30, 2023  
 37



1  
2 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

5 A. DEFINITIONS

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

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

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

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

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

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

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

28 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil  
29 Code§ 1798.3(a).

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

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

#### 4           B. TERMS OF CONTRACT

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

#### 10           2. Responsibilities of CONTRACTOR

11 CONTRACTOR agrees:

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

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

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

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

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

33           3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
34 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
35 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health  
36 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the  
37 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and

1 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,  
2 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State  
3 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to  
4 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides  
5 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that  
6 apply to CONTRACTOR with respect to such information.

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

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

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

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

25 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR  
26 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII  
27 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI  
28 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit  
29 B to the Contract.

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

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