

CONTRACT MA-017-23010366 FOR
COLD WEATHER EMERGENCY SHELTER SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PATH DBA PEOPLE ASSISTING THE HOMELESS
JANUARY 24, 2023 – April 15, 2023

THIS Contract (the “Contract”) entered into this 24th day of January 2023, (effective date), is by and between the County of Orange, a political subdivision of State of California (County), and, PATH, a California nonprofit corporation doing business as People Assisting The Homeless (Contractor). County and Contractor may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by County Executive Office or an authorized designee (“Administrator”).

WITNESSETH:

WHEREAS, County wishes to contract with Contractor for Cold Weather Emergency Shelter Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, County and Contractor do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: January 24, 2023, through April 15, 2023

Maximum Obligation: \$595,112

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

Contractor DUNS Number: 847856390

Contractor's UEI Number: J8T8GCB291E9

Contractor TAX ID Number: 95-3950196

Notices to County and Contractor:

County: County of Orange/CEO
County Procurement Office
400 West Civic Center, 5th floor
Santa Ana, CA 92701
CEOcarecoordination@ocgov.com

Contractor: PATH dba People Assisting the Homeless
340 N. Madison Avenue
Los Angeles, CA 90004

1. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract (additional Common Terms and Definitions are included in Paragraph “I” of Attachment A):

A. AB	Assembly Bill
B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
C. AIDS	Acquired Immune Deficiency Syndrome
D. APR	Annual Performance Report
E. ARRA	American Recovery and Reinvestment Act of 2009
F. BCSH	Business, Consumer Services and Housing Agency
G. BHS	Behavioral Health Services
H. Cal ICH	California Interagency Council on Homelessness
I. CalWORKs	California Work Opportunity and Responsibility for Kids
J. CAP	Corrective Action Plan
K. CCC	California Civil Code
L. CCR	California Code of Regulations
M. CDBG	Community Development Block Grant
N. CDSS	California Department of Social Services
O. CEO	County of Orange County Executive Office
P. CES	Coordinated Entry System
Q. CFDA	Catalog of Federal Domestic Assistance
R. CFR	Code of Federal Regulations
S. CoC	Continuum of Care
T. COI	Certificate of Insurance
U. CPA	Certified Public Accountant
V. CPP	Care Plus Program
W. CSW	Clinical Social Worker
X. DHCS	California Department of Health Care Services
Y. EEOC	Equal Employment Opportunity Commission
Z. ESG	Emergency Solutions Grant
AA. EOC	Equal Opportunity Clause
AB. ES	Emergency Shelter
AC. FTE	Full Time Equivalent
AD. GAAP	Generally Accepted Accounting Principles
AE. HCA	County of Orange Health Care Agency

**County of Orange, County Executive Office
Office of Care Coordination**

AF. HCD	California Department of Housing and Community Development
AG. HCV	Housing Choice Voucher
AH. HHAP	Homeless, Housing, Assistance and Prevention
AI. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AJ. HIV	Human Immunodeficiency Virus
AK. HMIS	Homeless Management Information System
AL. HOME	HOME Investment Partnership Program
AM. HUD	U.S. Department of Housing and Urban Development
AN. LCSW	Licensed Clinical Social Worker
AO. MH	Mental Health
AP. MHP	Mental Health Plan
AQ. MHSA	Mental Health Services Act
AR. OCCR	Orange County Community Resources
AS. OCR	Federal Office for Civil Rights
AT. OIG	Federal Office of Inspector General
AU. OMB	Federal Office of Management and Budget
AV. OPM	Federal Office of Personnel Management
AW. P&P	Policy and Procedure
AX. PATH	Projects for Assistance in Transition from Homelessness
AY. PC	California Penal Code
AZ. PHI	Protected Health Information
BA. PII	Personally Identifiable Information
BB. PRA	California Public Records Act
BC. PSC	Professional Services Contract System
BD. PSH	Permanent Supportive Housing
BE. RRH.	Rapid Rehousing
BF. SB	Senate Bill
BG. SIR	Self-Insured Retention
BH. SOCDIS	System of Care Data Integration System
BI. SOW	Scope of Work
BJ. SPA	Service Planning Area
BK. SUD	Substance Use Disorder
BL. TAY	Transitional Aged Youth
BM. UOS	Units of Service
BN. USC	United States Code

- BO. VASH Veterans Affairs Supportive Housing
- BP. WIC Women, Infants and Children
- BQ. YAB Youth Advisory Board

2. ALTERATION OF TERMS

- A. This Contract, together with Attachment A (Scope of Work for Cold Weather Emergency Shelter Services) which is attached hereto and incorporated herein by reference, fully expresses the complete understanding of County and Contractor with respect to the subject matter of this Contract.
- B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Attachments/Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

3. ASSIGNMENT OF DEBTS

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

4. CONFIDENTIALITY

- A. Contractor shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the Contractor shall agree, in writing, with Contractor to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of Contractor

members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

5. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

6. COST REPORT

A. Contractor shall submit a Cost Report to County no later than ninety (90) calendar days following termination of this Contract. Contractor shall prepare the Cost Report in accordance with all applicable federal, state and County requirements, GAAP and the Special Provisions Paragraph of this Contract. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by Contractor, and available at any time to Administrator upon reasonable notice.

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

- a) Contractor may be assessed a late penalty of five-hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the Administrator. The late penalty shall be assessed separately on each outstanding Cost Report due County by Contractor.
- b) Administrator may withhold or delay any or all payments due Contractor pursuant to any or all Contracts between County and Contractor until such time that the accurate and complete Cost Report is delivered to Administrator.

2. Contractor may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of Administrator and shall not be unreasonably denied.
 3. In the event that Contractor does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and Contractor has not entered into a subsequent or new Contract for any other services with County, then all amounts paid to Contractor by County during the term of the Contract shall be immediately reimbursed to County.
- B. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for final settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.
- C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed County's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. Contractor shall not claim expenditures to County which are not reimbursable pursuant to applicable federal, state and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.
- D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by Contractor within thirty (30) calendar days after submission of the Cost Report, County may, in addition to any other remedies, reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.
- E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the

aggregate of interim monthly payments to Contractor, County shall pay Contractor the difference, provided such payment does not exceed the Maximum Obligation of County.

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

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

Signed _____
Name _____
Title _____
Date _____"

7. DEBARMENT AND SUSPENSION CERTIFICATION

- A. Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
 6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.
- B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

8. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

- A. Contractor may not delegate the obligations hereunder, either in whole or in part, without prior written consent of County. Contractor shall provide written notification of Contractor's intent to delegate the obligations hereunder, either in whole or part, to Administrator not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- B. Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County. Contractor may not assign the rights hereunder, either in whole or in part, without the prior written consent of County.
1. If Contractor is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of Contractor, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless Contractor is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
 2. If Contractor is a for-profit organization, any change in the business structure,

including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of Contractor, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of Contractor at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If Contractor is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
 4. Whether Contractor is a nonprofit, for-profit, or a governmental organization, Contractor shall provide written notification of Contractor's intent to assign the obligations hereunder, either in whole or part, to Administrator not less than sixty (60) calendar days prior to the effective date of the assignment.
 5. Whether Contractor is a nonprofit, for-profit, or a governmental organization, Contractor shall provide written notification within thirty (30) calendar days to Administrator when there is change of less than fifty percent (50%) of Board of Directors or any governing body of Contractor at one time.
 6. County reserves the right to immediately terminate the Contract in the event County determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.
- C. Contractor's obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by Administrator, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that Administrator may require, and are authorized in writing by Administrator prior to the beginning of service delivery.
1. After approval of the subcontractor, Administrator may revoke the approval of the subcontractor upon five (5) calendar days' written notice to Contractor if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that Administrator has required. Administrator may disallow subcontractor expenses reported by Contractor.
 2. No subcontract shall terminate or alter the responsibilities of Contractor to

- County pursuant to this Contract.
3. Administrator may disallow, from payments otherwise due Contractor, amounts claimed for subcontracts not approved in accordance with this paragraph.
 4. This provision shall not be applicable to service Contracts usually and customarily entered into by Contractor to obtain or arrange for supplies, technical support, and professional services provided by consultants.
- D. Contractor shall notify County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if the Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

9. DISPUTE RESOLUTION

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor and the Administrator, such matter shall be brought to the attention of the County Purchasing Agency by way of the following process:
1. Contractor shall submit to the County Purchasing Agency a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this

- Contract, Contractor agrees to proceed diligently with the performance of services secured via this Contract, including the delivery of goods and/or provision of services. Contractor's failure to proceed diligently shall be considered a material breach of this Contract.
- C. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions.
- D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

10. EMPLOYEE ELIGIBILITY VERIFICATION

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

11. EQUIPMENT

- A. Unless otherwise specified in writing by Administrator, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator to assist in performing the services described in this Contract. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which

- costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.
- B. Contractor shall obtain Administrator's written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, Contractor shall forward to Administrator, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. Contractor shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.
- C. Upon Administrator's prior written approval, Contractor may expense to County the cost of the approved Equipment purchased by Contractor. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with County.
- D. Contractor shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by Administrator, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.
- E. Contractor shall cooperate with Administrator in conducting periodic physical inventories of all Equipment. Upon demand by Administrator, Contractor shall return any or all Equipment to County.
- F. Contractor must report any loss or theft of Equipment in accordance with the procedure approved by Administrator and the Notices Paragraph of this Contract. In addition, Contractor must complete and submit to Administrator a notification form when items of Equipment are moved from one location to another or returned to County as surplus.
- G. Unless this Contract is followed without interruption by another Contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, Contractor shall return to County all Equipment purchased with funds paid through this Contract.
- H. Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of County Equipment.

12. EXPENDITURE AND REVENUE REPORT

- A. No later than forty-five (45) calendar days following termination of each period or fiscal year of this Contract, Contractor shall submit to Administrator, for informational purposes only, an Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure that is provided by Administrator and GAAP.
- B. Contractor may be required to submit periodic Expenditure and Revenue Reports throughout the term of this Contract.

13. FACILITIES, PAYMENTS AND SERVICES

- A. Contractor agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. County shall compensate, and authorize, when applicable, said services. Contractor shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.
- B. In the event that Contractor is unable to provide the services, staffing, facilities, or supplies as required, Administrator may, at its sole discretion, reduce the Total Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate to the number of days in which Contractor was determined to be unable to provide services, staffing, facilities or supplies.

14. INDEMNIFICATION

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as

determined by the court. Neither Party shall request a jury apportionment.

15. INSURANCE

- A. Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.
- B. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.
- C. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.
- D. If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.
- E. Qualified Insurer
 - 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).
 - 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the

CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for scheduled, owned, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$600,000

G. 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.

H. 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 COI:
 - 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.
- I. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- K. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.
- L. Contractor shall notify County in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation shall constitute a breach of Contractor's obligation hereunder and ground for County to suspend or terminate this Contract.
- M. If Contractor's Sexual Misconduct and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:
 1. The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.
- N. The Commercial General Liability policy shall contain a “severability of interests” clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
- O. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
- P. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.
- Q. County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
- R. County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificate of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.
- S. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.
- T. Submission of Insurance Documents
 1. The COI and endorsements shall be provided to County as follows:
 - a) Prior to the start date of this Contract.
 - b) No later than the expiration date for each policy.
 - c) Within thirty (30) calendar days upon receipt of written notice by County regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
 2. The COI and endorsements shall be provided to the County at the address as specified in the Referenced Contract Provisions of this Contract.
 3. If Contractor fails to submit the COI and endorsements that meet the insurance

- provisions stipulated in this Contract by the above specified due dates, Administrator shall have sole discretion to impose one or both of the following:
- a) Administrator may withhold or delay any or all payments due Contractor pursuant to any and all Contracts between County and Contractor until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to Administrator.
 - b) Contractor may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between County and Contractor, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to Administrator.
 - c) If Contractor is assessed a late penalty, the amount shall be deducted from Contractor's monthly invoice.
4. In no cases shall assurances by Contractor, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. County will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

16. INSPECTIONS AND AUDITS

- A. Administrator, any authorized representative of County, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of Contractor that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.
- B. Contractor shall actively participate and cooperate with any person specified in Subparagraph A above in any evaluation or monitoring of the services provided pursuant to this Contract, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. Audit Response

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Contract, County may terminate this Contract as provided for in the Termination Paragraph or direct Contractor to immediately implement appropriate corrective action. A CAP shall be submitted to Administrator in writing within thirty (30) calendar days after receiving notice from Administrator.
2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by Contractor to County, or payment of sums due from County to Contractor, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from Contractor to County, and such reimbursement is not received within said sixty (60) calendar days, County may, in addition to any other remedies provided by law, reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

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

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

17. LICENSES AND LAWS

A. Contractor, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, County, and all other applicable governmental agencies.

B. Enforcement Of Child Support Obligations

1. Contractor certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of

Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

2. Contractor agrees to furnish to Administrator within thirty (30) calendar days of the award of this Contract:
 - a) In the case of an individual Contractor, his/her name, date of birth, social security number, and residence address; and
 - b) In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.
3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

18. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

them available to Administrator. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

19. MAXIMUM OBLIGATION

- A. The Total Maximum Obligation of County for services provided in accordance with this Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.
- B. Administrator may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of Period One funding for this Contract.

20. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, Contractor shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance” paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. Contractor shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.
- B. Contractor shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.
- C. Notwithstanding the minimum wage requirements provided for in this clause, Contractor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

21. NONDISCRIMINATION

- A. Employment
 - 1. During the term of this Contract, Contractor and its Covered Individuals (as defined in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her

race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, Contractor and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. Contractor and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
 3. Contractor shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
 4. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices from Administrator and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
 5. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
 6. Each labor union or representative of workers with which Contractor and/or subcontractor has a collective bargaining Contract or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. Services, Benefits And Facilities – Contractor and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the

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

1. Denying a Client or potential Client any service, benefit, or accommodation.
 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
 5. Assignment of times or places for the provision of services.
- C. Limitation on Use of County Funds – All funds derived from County under this Contract shall be used for the content-neutral Program and services set forth herein. Contractor shall not expend any funds derived under this Contract from County on any expenditure related to religious messaging, including, but not limited to, any religious pamphlets or decorative items, or for any other religious programming or services provided by Contractor.
- D. Complaint Process – Contractor shall establish procedures for advising all Clients through a written statement that Contractor’s and/or subcontractor’s Clients may file all complaints alleging discrimination in the delivery of services with Contractor, subcontractor, and Administrator.
1. Whenever possible, problems shall be resolved informally and at the point of service. Contractor shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with Contractor either orally or in

- writing.
2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- E. Persons With Disabilities – Contractor and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- F. Retaliation – Neither Contractor nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- G. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and Contractor or subcontractor may be declared ineligible for further contracts involving federal, state or County funds.

22. NOTICES

- A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract shall be effective:
1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by Administrator;
 2. When faxed, transmission confirmed;
 3. When sent by Email; or
 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by Administrator and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal

Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

- C. Contractor shall notify Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose County to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any County property in possession of Contractor.
- D. For purposes of this Contract, any notice to be provided by County may be given by Administrator.

23. NOTIFICATION OF DEATH

- A. Upon becoming aware of the death of any person served pursuant to this Contract, Contractor shall immediately notify Administrator.
- B. All Notifications of Death provided to Administrator by Contractor shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of Contractor's officers or employees with knowledge of the incident.
 - 1. Telephone Notification – Contractor shall notify Administrator by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.
 - 2. Written Notification
 - a) Non-Terminal Illness – Contractor shall hand deliver, fax, and/or send via encrypted email to Administrator a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.
 - b) Terminal Illness – Contractor shall notify Administrator by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.
 - c) When notification via encrypted email is not possible or practical Contractor may hand deliver or fax to a known number said notification.
- C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, Contractor shall immediately notify Administrator in accordance with this Notification of Death Paragraph.

24. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

- A. Contractor shall notify Administrator of any public event or meeting funded in whole or in part by the County, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.
- B. Contractor shall notify Administrator at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by Administrator prior to distribution.

25. RECORDS MANAGEMENT AND MAINTENANCE

- A. Contractor, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records appropriate to the services provided and in accordance with this Contract and all applicable requirements.
 - 1. Contractor shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.
- B. Contractor shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. Contractor shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or County policies.
- C. Contractor's participant, client, and/or patient records shall be maintained in a secure manner. Contractor shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.
- D. Contractor shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- E. Contractor shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.
- F. Contractor shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the

County of Orange. If Contractor is unable to meet the record location criteria above, Administrator may provide written approval to Contractor to maintain records in a single location, identified by Contractor.

- G. Contractor shall notify Administrator of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. Contractor shall provide Administrator all information that is requested by the PRA request.
- H. Contractor may retain client, and/or patient documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, Contractor shall, in the event of an audit or site visit:
 - 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
 - 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
 - 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
- I. Contractor shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. Contractor shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by Contractor, notify federal and/or state authorities as required by law or regulation, and copy Administrator on such notifications.
- J. Contractor may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. Contractor shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

26. RESEARCH AND PUBLICATION

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

27. SEVERABILITY

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

provisions of this Contract are severable.

28. SPECIAL PROVISIONS

- A. Contractor shall not use the funds provided by means of this Contract for the following purposes:
1. Making cash payments to intended recipients of services through this Contract.
 2. Lobbying any governmental agency or official. Contractor shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 3. Fundraising.
 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for Contractor's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
 5. Reimbursement of Contractor's members of the Board of Directors or governing body for expenses or services.
 6. Making personal loans to Contractor's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to Contractor's staff.
 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 8. Severance pay for separating employees.
 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
- B. Unless otherwise specified in advance and in writing by Administrator, Contractor shall not use the funds provided by means of this Contract for the following purposes:
1. Funding travel or training (excluding staff mileage or parking, or participant transportation).
 2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.
 3. Payment for grant writing, consultants, certified public accounting, or legal services.
 4. Purchase of artwork or other items that are for decorative purposes and do not

directly contribute to the quality of services to be provided pursuant to this Contract.

29. STATUS OF CONTRACTOR

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

30. TAX LIABILITY

Contractor shall report all income and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid Contractor pursuant to this Contract. Contractor shall indemnify, defend and hold County harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from County any such monies, penalties, and/or interest imposed resulting from any failure of Contractor to comply with the provisions of this paragraph.

31. TERM

- A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.
- B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

32. TERMINATION

- A. Contractor shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. Contractor shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by Administrator notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.
- B. County may terminate this Contract immediately, upon written notice, on the occurrence of any of the following events:
1. The loss by Contractor of legal capacity.
 2. Cessation of services.
 3. The delegation or assignment of Contractor's services, operation or administration to another entity without the prior written consent of County.
 4. The neglect by any physician or licensed person employed by Contractor of any duty required pursuant to this Contract.
 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, County may waive this option if Contractor removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.
 8. Any breach of Contract, or any misrepresentation or fraud on the part of the Contractor.
- C. Contingent Funding
1. Any obligation of County under this Contract is contingent upon the following:
 - a) The continued availability of federal, state and county funds for reimbursement of County's expenditures, and
 - b) Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
 2. In the event such funding is subsequently reduced or terminated, County may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given Contractor. If County elects to renegotiate this Contract due

- to reduced or terminated funding, Contractor shall not be obligated to accept the renegotiated terms.
- D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, Administrator may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.
- E. In the event this Contract is terminated Contractor shall do the following:
1. Comply with termination instructions provided by Administrator in a manner which is consistent with recognized standards of quality care and prudent business practice.
 2. Obtain immediate clarification from Administrator of any unsettled issues of contract performance during the remaining contract term.
 3. Until the date of termination, continue to provide the same level of service required by this Contract.
 4. If Clients are to be transferred to another facility for services, furnish Administrator, upon request, all Client information and records deemed necessary by Administrator to effect an orderly transfer.
 5. Assist Administrator in effecting the transfer of Clients in a manner consistent with Client's best interests.
 6. If records are to be transferred to County, pack and label such records in accordance with directions provided by Administrator.
 7. Return to County, in the manner indicated by Administrator, any equipment and supplies purchased with funds provided by County.
 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, Contractor shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of Administrator.
 9. Provide written notice of termination of services to each Client being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to Administrator within the fifteen (15) calendars day period.
- F. County may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of County provided in this Termination

Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

33. THIRD PARTY BENEFICIARY

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

34. WAIVER OF DEFAULT OR BREACH

Waiver by County of any default by Contractor shall not be considered a waiver of any subsequent default. Waiver by County of any breach by Contractor of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by County of any default or any breach by Contractor shall not be considered a modification of the terms of this Contract.

County of Orange, County Executive Office
Office of Care Coordination

SIGNATURE PAGE

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

BY: DocuSigned by:
Tescia Uribe
E0D0F3C91DCE483... _____ DATED: 1/10/2023 _____

TITLE: TESCIA URIBE, Chief Program Officer

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE, a political subdivision of the State of California

BY: _____ DATED: _____
Deputy Purchasing Agent

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

BY: DocuSigned by:
Mark Batarse
BC5CA9BED31F40A...
Deputy _____ DATED: 1/10/2023 _____

* If the contracting party is a corporation, (2) two 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. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A
SCOPE OF WORK FOR
COLD WEATHER EMERGENCY SHELTER SERVICES

I. COMMON TERMS AND DEFINITIONS

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

1. Access Point means 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 the Homeless Management Information System or comparable database.

3. Care Plus Program (CPP) means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.

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

5. Client or Participant means an individual, referred by County or enrolled in Contractor's program for services under the Contract, who are experiencing homelessness.

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

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

8. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The Continuum of Care strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are experiencing homelessness as they move to stable housing and maximize

self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

9. County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care), which are included in a document attached hereto as “Exhibit 1” and is hereby incorporated by reference, are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based participant services, core organizational and administrative functions, and facility design and operations.

10. Cultural Competency means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.

11. 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; however, victim service providers utilize comparable Data Collection Systems.

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

13. Family means household with at least one minor child, household with an expectant mother, or household that are working towards reunification with minor children referred by the County.

14. Harm Reduction are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant’s health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant’s termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

15. Homeless Management Information System (HMIS) means 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.

16. Housing First Principles include access to a program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some clients' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.

17. Housing Navigation means a community-based, solution-focused strategy that assists Participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.

18. 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 County for their program. The Housing Specialist is also responsible for assisting Participants with applications to low-income housing, housing subsidies, senior housing, etc.

19. Individuals refers to adults age 18 and older. Individuals may be single person households and adult-only households.

20. 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.

21. 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.

22. Motivational Interviewing is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.

23. 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 Contractor developing its own Participant referral sources for the programs it offers.

24. 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.

25. Progressive Engagement means a flexible, targeted, and efficient approach to service delivery. It recognizes each household's strengths and needs that can change over time, targeting

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resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.

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

27. Service Planning Areas (SPA) means 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.

28. System of Care Data Integration System (SOCDIS) means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.

29. Transitional Aged Youth (TAY) refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.

30. Trauma-Informed Care requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.

31. U.S. Department of Housing and Urban Development (HUD) means one of the executive departments of the United States Federal Government that is tasked with federal housing and urban development laws and administering of related programs and services.

B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Attachment A to the Contract.

II. BUDGET

A. County shall pay Contractor in accordance with the Payments Paragraph of this Attachment A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by Administrator and Contractor. The total of such payments shall not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

ADMINISTRATION COSTS	TOTAL
10% Indirect Costs	\$54,101
SUBTOTAL ADMINISTRATIVE COSTS	\$54,101

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PROGRAM COSTS	
Salaries	\$232,265
Benefits	\$19,240
Services & Supplies	\$289,506
SUBTOTAL PROGRAM COSTS	\$595,112
TOTAL GROSS COSTS	\$595,112
TOTAL MAXIMUM OBLIGATION	\$595,112

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.

III. PAYMENTS

A. County shall pay Contractor monthly, in arrears. Upon execution of Contract, County shall pay Contractor the provisional amount of \$297,556. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which Contractor shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations. Administrator may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoices, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment A to the Contract. Administrator shall use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

D. Administrator may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.

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

F. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Attachment A to the Contract.

IV. REPORTS

A. Contractor shall maintain records and make statistical reports as required by Administrator.

B. Fiscal

1. Contractor shall submit monthly Expenditure and Revenue Reports to Administrator. These reports will be on a form acceptable to, or provided by, Administrator and will report actual

costs and revenues for Contractor's program described in the Services Paragraph of this Attachment A to the Contract. The reports will be received by Administrator no later than the twentieth (20th) day following the end of the month being reported. Contractor must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by Administrator, the total extension will not exceed more than five (5) calendar days.

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

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

D. Programmatic – Contractor shall submit monthly reports to Administrator. These reports shall be on a form acceptable to, or provided by, Administrator. The reports will be received by Administrator no later than twentieth (20th) day following the end of the month being reported. Administrator may request additional program reports of Contractor in order to determine the quality and nature of services provided hereunder. Administrator will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for Contractor to respond to request. The reporting shall support County in evaluating Contractor's performance as it related to Participant data, program linkages and units of services. Contractor will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

1. Contractor is required to submit reporting at regular intervals to County that details the following broken down by:

- a. Total number of eligible households that receive assistance;
- b. Composition of the households – demographics, size and type;
- c. Number of unduplicated Participants served;
- e. Length of assistance;

- f. Number of Participants exits and exit types; and
- g. CES status – total number referrals received from the CES and related status.

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

F. Contractor shall report all special incidents to Administrator and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Contract and in accordance with the Standards of Care. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose County or Contractor to liability.

G. Subject to mutual agreement in writing, the Contractor and Administrator may alter the reporting requirements. Contractor and Administrator may mutually agree, in writing to modify the Reports Paragraph of this Attachment A to the Contract.

V. SCOPE OF SERVICES

A. Activities – Contractor shall perform all services set forth in the program description and will be responsible for administering program funded services with Federal, State, or local funds, in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

B. Program Description – Contractor shall operate the Cold Weather Emergency Shelter (Program) for individuals (adult only households) experiencing homelessness in Orange County at the identified site located at Fullerton Independence Park – 801 West Valencia Drive Fullerton, CA 92832 or at an alternative site as agreed upon by the County and Contractor. The Program will provide individuals experiencing homelessness with a safe place to sleep, a hot meal, case management and supportive services, and other personal care and housing assistance needs during the cold weather season in Orange County.

C. Eligible Population – The Program will serve individuals experiencing homelessness. An individual is a person aged 18 and older and may include adult only households. A person and/or household is considered to be experiencing homelessness only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels; or other shelters, including emergency shelters and transitional housing; or for reference as further defined in 24 CFR Part 576.2.

Additionally, to access the Program individuals experiencing homelessness must be:

- 1. Able to do their Activities of Daily Living.

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2. Agreeable to follow posted shelter rules, including signing in at entry.
3. Agreeable not to use or sell drugs or illegal substances on the premises.
4. Agreeable to treat other program participants, staff and the property with respect.
5. Agreeable to obey fire and other safety regulations.

The Contractor will rapidly triage families (households with children), unaccompanied youth, and victims of domestic violence or sex trafficking and provide a list of phone numbers and assist in contacting local agencies who can provide specialized programs and services to better address the needs of these populations, as quickly as possible.

D. Use of Funds – Funds shall be used to provide contracted services and operations of the Program, such as providing safety net services and case management services that promote connections to other homeless service providers, increased housing stability and increased access to benefits and/or employment resources. Said services and operations shall be low barrier and promote an engagement rich environment in which individuals experiencing homelessness make connections to supportive services, community linkages, health care, and stable housing.

Contractor will implement the Standards of Care at the Program and the County will take into consideration the limitations of the Program operations when monitoring for compliance with the Standards of Care. The Contractor will ensure proper staffing, adequate training and day to day operations that meet the needs of participants.

E. Reporting – Contractor is required to submit reports monthly, weekly, and/or daily, as agreed upon with County, in a form mutually agreed upon by Contractor and County. Reporting requirements may include but are not limited to number of program participants who participate in safe sleep program, number of participants who are employed or have secured employment, data relating to entries, exits, and exit types of the Program, etc. Additional reporting items will be determined in coordination with County and Contractor on an as needed basis.

Contractor shall enter the data in the Homeless Management Information System (HMIS) as required by the County and funding sources. Contractor shall participate in HMIS and follow the HMIS Policies and Procedures as adopted by the Orange County Continuum of Care (CoC). Contractor shall collaborate with County and HMIS Lead on CES and other Orange County CoC services and efforts to address homelessness.

F. Description of Program – The Program shall meet the County’s need to provide Cold Weather Emergency Shelter services to up to 90 individuals experiencing homelessness during the

cold weather months. The Contractor's responsibility will include operating, maintaining, and staffing the Program as, well as coordinating the supportive services offered to Participants. The Contractor shall operate the Program, at minimum 14 hours overnight, seven days a week from February 1, 2023, to March 31, 2023.

G. Description of Service Components – As part of the Program, the Contractor shall provide the following two service components to all participants:

1. Shelter Services will provide up to 90 beds for people seeking a safe place to sleep overnight starting at 5 p.m. in the evening and ending at 7 a.m. the following morning. Participants accessing shelter services get a hot meal at dinner, a bagged breakfast and snacks, and access to hygiene services, including showers and restrooms.

2. Wrap Around Supportive Services will be provided to participants in the form of light case management services, referrals and linkages to community-based organizations, medical and behavioral health care services and other emergency shelters programs for which the participant is eligible. Participants that regularly participate (returning weekly for three consecutive weeks) in the Program will be connected to the Coordinated Entry System and receive additional support that will assist towards permanent housing and housing stability.

H. Shelter Requirements – Contractor shall:

1. Ensure the Program operates overnight, at minimum 14 hours a day, seven days a week, and starting at approximately 5:00 p.m. until 7:00 a.m.

2. Have a 24 hour contact available to Program staff for emergency purposes and communication policies and procedures in place to notify the County as appropriate.

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

4. Implement the Standards of Care in the operations of the Program and coordinate with County in the implementation process, seeking guidance as appropriate.

5. Provide nightly shelter services in a clean, safe, and well-maintained environment.

6. Provide clean towels and hygiene necessities and toiletries, such as shampoo, soap, and toothpaste, to participants.

7. Sleeping space should be adequate in size, with appropriate spacing on the sides so that guidance from local public health officials regarding COVID-19 safety protocols is implemented.

8. Provide each participant who accesses the Program is provided with a clean bed, bedding/blanket and towel daily.
 9. Notify the County via email and/or telephone calls within 12 hours when there is a need for the County to address repairs, leaks, heat and/or ventilation issues, lack of hot water, etc. at the facility necessary to meet all local building, health, and safety standards.
 10. Coordinate walk throughs with the County to routinely monitor the condition of the facility and addressing any concerns, as appropriate.
- I. Shelter requirements – County shall:
- A. Ensure the Program operates at a facility as selected and identified by the County to be good repair, free of leaks, with adequate heat and ventilation, hot water and meets all local building, health, and safety standards.
 - a. At minimum, the facility shall meet the Emergency Solutions Grant’s (ESG) Habitability Standards.
 - b. Facility must be able to accommodate the needs of people with Disabling conditions per the Americans with Disabilities Act (ADA).
 - B. Ensure the Program operates at a facility with a suitable number of bathroom sink, toilet, and shower facilities to meet the needs of the participants.
 - C. Ensure sleeping areas, including beds, mattresses, mats and/or cots, are regularly cleaned.
 - D. Ensure that the site is cleaned and disinfected daily through a third-party janitorial service to ensure cleanliness and a safe environment for participants. Cleaning includes sweeping the floor, organizing sleeping areas, stacking towels and blankets for laundry pick-up, cleaning and disinfecting food areas and restrooms.
- J. Site Management Tasks – Contractor shall:
1. Take appropriate action to address medical and/or behavioral health emergencies.
 2. Complete required reporting and gathering data mutually agreed on by Contractor and County and as required by funding sources
 3. Complete appropriate record keeping in accordance with funding source requirements, such as the Declaration of Homelessness form for each participant utilizing the Program.
 4. Provide supervision of the participants enrolled in the Program including shelter entry intake processes and the scheduling of meals, showers, and other personal services as needed.

5. Provide Site Managers that will be responsible for the ongoing supervision of the Program and staff.

6. Employ trained security personnel (Security) in support of the Program operations during all hours of Program operations, which shall support the overall safety of participants and staff. Security personnel will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc.

7. Launder bedding, blankets and towels on a regular basis as part of the core operations of the Program to ensure participants are provided with a clean bedding, blankets and towels.

8. Exercise reasonable care to ensure sleeping areas remain clean and free of parasitic infestations and other pests.

K. Administrative Management Tasks – Contractor shall:

1. Work in partnership with the County to be a Good Neighbor to the surrounding community. This includes informing the public about the positive aspects of the Program, being responsive to community concerns and working closely with host city and County government to minimize the impact of the Program on the surrounding neighborhood.

2. Submit policies and procedures for the Program, as requested by the County, for all aspects of services, management plan, staff responsibilities and staff coordination.

3. Coordinate with all County agencies providing supportive services to program participants including but not limited to the County Executive Office (CEO), Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

4. Engage local community-based organizations, non-profit agencies, social services programs, and volunteers to assist with supportive services provided at the Program. All efforts shall be coordinated with current County services and other contracted partners, as needed.

5. Provide supplies and equipment as needed for the ongoing operations of the Program. It is the Contractor's responsibility to inventory the supplies and procure supplies as needed.

6. Coordinate with County on administrative functions such as program operation meetings, site monitoring and requested documentation, as necessary and appropriate.

7. Complete a log of activities for each night, including but not limited to reporting the number of participants served, referrals made to community services, long term emergency shelter and other housing opportunities.

8. Track and submit reports on all services provided on-site, including total number of

volunteers assisting the staff and any service provider that may have engaged with the program.

9. Complete and submit all incident reports to the County within 24 hours of occurrence.

10. Submit reports on a daily, weekly, and monthly basis. Daily report will include occupancy numbers, and other data points as agreed upon with the County. Data reports from HMIS and due dates for the weekly and monthly reports will be items mutually agreed upon with the County.

L. Performance Metrics – Contractor shall:

1. Provide 59 nights of emergency shelter services
2. Maintain an average of at least 75 percent bed occupancy through the term of the contract
3. Refer at least 20 percent of participants to additional emergency shelter or other longer-term housing opportunities
4. Refer at least 30 percent of participants, not already enrolled, into the Coordinated Entry System

M. Program Design – The Contractor shall incorporate the following aspects into the Program Design:

1. Low Barrier Criteria – The Program is designed to encourage program participation by operating with low barriers to entry and accommodating any person, over the age of 18 years old, who identifies as experiencing homelessness in Orange County. The Contractor must welcome all individuals who are experiencing homelessness and seeking respite shelter.

2. Safe Shelter Access – The Program shall be open starting in the evening hours, seven days a week, including all holidays. The Program shall provide 90 emergency shelter beds to eligible program participants on a first come, first serve basis. The goal of the Program is to be to provide a safe, secure sleeping area to those seeking shelter.

3. Sleeping Areas – Contractor shall provide 90 shelter beds each night. The Contractor shall work with Public Health Services to configure the site to accommodate a variety of needs and implement appropriate public health guidance. Participants will be assigned a bed and blanket through the intake process. The Program will have sleeping areas designated for men, women, and persons with disabilities.

4. Meals – Contractor shall provide meals in a designated area of the facility for participants and as part of the Program operations. Meal-related supplies will be provided by

Contractor. Contractor will coordinate and provide one hot meal at dinner, one bagged meal, and snack per day.

5. Storage – Contractor shall allow participants to bring a small volume and small number of personal items into their sleeping area. Participants will be allowed to bring one bicycle each onsite. Contractor recognizes that program participants value their belongings, and Contractor will work with each program participant to find the balance between creating a safe and sanitary environment while honoring the value of personal possessions. Each program participant must remove their belongings from the site on a daily basis. Contractor will not provide on-site vehicle parking for Participants. Participants with vehicles will be responsible for finding appropriate parking for their vehicles.

6. Entry Process – The Program will operate utilizing an established first come, first served process as coordinated by Contractor and County to gain access for overnight shelter services. The established entry process will ensure that beds are available for interested participants, and that interested participants meet eligibility requirements; however, if capacity permits, individuals seeking shelter for the night will be allowed to stay overnight providing they are not a danger to themselves or others.

a. Contractor’s Security personnel will facilitate the entry process to the facility and ask those participants entering to sign in. Contractor’s staff will be available to assist interested program participants enroll in the Program and facilitate connections to supportive services for interested participants.

b. At nighttime, the designed “lights out” time is 11 p.m. and will be enforced by Contractor’s Security. Program participants who choose to leave during the night are free to do so; however, program participants will not be allowed back into the facility until the next night. Additionally, Security will generally close showers, and other amenities during “lights out”; however, anyone needing a reasonable accommodation will be accommodated, if possible.

7. Transportation – The Contractor shall coordinate with the County to facilitate transportation to and from the Program location from specified pick-up/drop-off points coordinated with the City where the Program is being operated.

8. Security – The Contractor will ensure Security personnel is part of the Program staffing and is in place during the operation hours of the program, seven days a week, to ensure a peaceful environment for those seeking services and respite from the streets.

9. Case Management Services – The Program shall provide Case Management to the participants who utilize this low barrier emergency shelter and access available resources offered by the Contractor. The case managers will aid in connecting program participants to supportive services that best meet their needs, including facilitating the transition into longer term shelter or permanent housing.

a. The goal of low-barrier services is to provide a progressive engagement model to program participants who are experiencing chronic homelessness who may be reluctant to seek assistance due to mental health challenges, substance use, and chronic health conditions. Once linked to existing supportive services within the County and partnering agencies, program participants will work towards permanent supportive housing or alternative stable housing, and stability.

b. Contractor shall operate Program and offer supportive services in a culturally competent manner, including the intake and assessment process and ongoing case management. Program participants will have the rules and intake forms explained to them. When English is their second language, the rules and intake forms will be explained in their primary language whenever feasible.

c. Contractor acknowledges that they are required to collaborate with other community-based organizations and homeless services agencies.

10. Emergency Response – Contractor will partner with medical or law enforcement in the event of an emergency. With the nature of the population being served at the Program, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

11. Contractor will coordinate with the Hope Center and allow for the Hope Center staff to come onsite onto the Program to conduct data entry and/or coordinate the gathering of consent to allow for agreed upon and appropriate data sharing, as allowable by law.

N. Staffing

1. Staffing should reflect diverse populations served, and at a minimum include English and Spanish speaking personnel. Staff should demonstrate the ability to communicate effectively in both written and verbal formats, and the ability to problem solve effectively within the structure

of the program, the contract, and budgetary parameters, as appropriate to their respective job descriptions.

2. Contractor shall provide staffing patterns which include a minimum ratio of one (1) program staff per twenty (20) participants. Given the expected high service needs of most of the program participants, the Contractor has developed staffing plans based on addressing those needs while keeping everyone safe. Staffing pattern shall not be limited to, the following required positions for the comprehensive services:

a. Program Director – To be responsible for program oversight and ensuring appropriate staffing and support for the Program. To coordinate program details and communicate directly with County regarding program operations.

b. Shift Manager and/or Supervisor(s) – To be responsible for the day-to-day operations of the program, including but not limited to, monitoring, daily submission of bed utilization/rosters to County, ensuring referrals are appropriately processed and providing direction to intake and program staff.

c. Intake and Program Staff – To complete program intake, complete HMIS data entry, and provide light case management.

d. Program Monitors – To ensure ongoing and smooth operations of the facility and responsible for setting up the daily cots, and daily meal distribution.

e. Security – To provide on-site Security during all hours of operation of the program. Security must not consist of program staff and have appropriate training.

3. Contractor shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. Contractor shall ensure that documents are maintained of such efforts which may include, but not be limited to, records of participation in County-sponsored or other applicable training; recruitment and hiring Policies and Procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

VI. 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 County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to County within thirty (30) calendar days after the date received by Contractor.

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

VI. STAFFING

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

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

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting;

4. Maintain appropriate staffing levels;

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

6. Effectively communicate and monitor the Program for its success;

7. Maintain communication between the Contract key staff and Program Administrators; and,

8. Act quickly to identify and solve problems.

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

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

Four Month Period: January 24, 2023, to April 15, 2023	
PROGRAM FTEs	
Site Supervisor	3.5
Case Managers	11.2
SUBTOTAL PROGRAM FTEs	14.7
TOTAL FTEs	14.7
TOTAL MAXIMUM FTEs	14.7

D. Contractor shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which shall 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 Attachment A to the Contract.