

1 CONTRACT FOR PROVISION OF
 2 COORDINATED ENTRY SYSTEM FOR INDIVIDUALS
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 FRIENDSHIP SHELTER, INC.
 7 FEBRUARY 23, 2021 THROUGH JUNE 30, ~~2023-2024~~ 2025

Amendment No.5 &
 Amendment No. 8

9 THIS CONTRACT entered into this February 23, 2021 (effective date), is by and between the
 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Friendship
 11 Shelter, Inc., a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may
 12 sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall
 13 be administered by the ~~Director of the COUNTY's Health Care Agency~~ County Executive Office or an
 14 authorized designee ("ADMINISTRATOR").

Amendment No.3

15 WITNESSETH:

16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision Coordinated Entry
 17 System (CES) for Individuals described herein to individuals experiencing homelessness in Orange
 18 County; and

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

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

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Amendment No. 3

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Amendment No.3 Removes Terms and Conditions Paragraph IV. Amendment No. 5 added/revised grey items below. Amendment No. 8 adds Federal Provisions in grey below.

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REFERENCED CONTRACT PROVISIONS

Term: February 23, 2021 – ~~June 30, 2023~~ ~~June 30, 2024~~ June 30, 2025

Maximum Obligation: ~~\$1,076,333~~ ~~\$1,507,543~~ ~~\$1,570,543~~ \$2,064,753

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR'S DUNS Number: 883815375

CONTRACTOR'S TAX ID Number: 33-0219404

Original Contract

Amendment No.5

Amendment No.6

Amendment No. 8

Amendment No.5

Amendment No.3

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
~~Health Care Agency~~
~~Contract Services~~
~~405 West 5th Street, Suite 600~~
~~Santa Ana, CA 92701 4637~~
County Procurement Office
Contract Services
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701

CONTRACTOR: Friendship Shelter, Inc.
~~P.O. Box 4254~~
~~Laguna Beach, CA 92652~~
24361 El Toro Rd. Ste. 215
Laguna Woods, CA 92637

//

FEDERAL CONTRACT PROVISIONS

I. **Contractor's UEI Number:** CE4UE7M3SGA5

Amendment No.8



II. **Federal Award Identification Number (FAIN):** FR-6600-N-25

III. **Federal Award Date:** January 29, 2024, County of Orange Continuum of Care Program – Coordinated Entry System Grant

IV. **Amount of Federal Funds Obligated by this Action:** \$431,210.00

V. **Total amount of Federal Funds Obligated including this Action:** \$1,912,449

VI. **Total amount of Federal Award committed to subrecipient:** \$431,210.00

VII. **Federal award project description, as required to be response to the Federal Funding Accountability and Transparency Act (FFATA):** Continuum of Care (CoC) Program

VIII. **Name of Federal awarding agency, pass-through entity, and contact information forwarding official of pass-through entity:** U.S. Department of Housing and Urban Development (HUD)

IX. **Assistance Listings number and Title:** 14.267 Continuum of Care (CoC) Program

X. **Identification of whether the award is R&D:** Not applicable. This was not a Research & Development Contract

XI. **Indirect cost rate for the Federal award (including if the de minimis rate is charged) – 10% at Contract Award**

XII. **Federal program requirements:** Continuum of Care Program (24 CFR part 578)

XIII. **Federal cross-cutting requirements:** Uniform Administrative Requirements (2 CFR Part 200), Labor Standards, Economic Opportunities – Section 3 (24 CFR Part 75)

XIV. **Pass-through entity requirements:**

Contract, Paragraph VIII. Cost Report.

Contract, Paragraph XVI. Inspection and Audits.

EXHIBIT A of Contract, Section IV. Reports:

Paragraph B.1., Monthly Expenditure & Revenue (E&R) Reports

Paragraph B.2., Monthly Year-End Projection Reports

Paragraph C. Monthly Staffing Reports

Paragraph D. Programmatic Reports

Paragraph E. Additional Reports as reasonably requested by Administrator.

Paragraph F. Special Incident Reports

XV. Period of Retention – All records pertaining to each fiscal year of Continuum of Care (CoC) Program funds must be retained for the greater of five (5) years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

A. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served; and

B. Where Continuum of Care funds are used for the acquisition, new construction, or rehabilitation of a project site, records must be retained until 15 years after the date that the project site is first occupied, or used, by program participants.

Additional Contract References: Contract, Paragraph XXVII. Records Management and Maintenance

XVI. Access to Records:

A. **Federal Government rights.** Federal Government rights. Notwithstanding the confidentiality procedures established under paragraph (XVII) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the Continuum of Care grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.

B. **Public rights.** The recipient must provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of Continuum of Care funds the recipient received during the preceding 5 years, consistent with State and local laws regarding privacy and obligations of confidentiality and confidentiality requirements in this part.

Additional Contract References: Contract, Paragraph XVI. Inspection and Audits. Contract, Paragraph XXVII. Records Management and Maintenance

XVII. Confidentiality:

A. In addition to meeting the specific confidentiality and security requirements for HMIS data, the recipient and its subrecipients must develop and implement written procedures to ensure:

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1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential;
2. The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and
3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality;

XVII. Closeout Terms and Conditions:

- Contract, Paragraph, VIII. Cost Report
- Contract, Paragraph, XIII. Equipment
- Contract, Paragraph XVI. Inspections and Audits
- Contract, Paragraph, XXVII. Records Management and Maintenance
- Contract, Attachment A., Sections III. Payments and V. Reports.

The Contractor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over ESG funds, including program income.

I. ACRONYMS

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

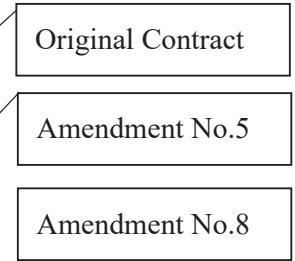
Amendment No.5



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5	A. AB	Assembly Bill
6	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
7	C. AIDS	Acquired Immune Deficiency Syndrome
8	D. APR	Annual Performance Report
9	F. BCSH	Business, Consumer Services and Housing Agency
10	G. BHS	Behavioral Health Services
11	H. Cal ICH	California Interagency Council on Homelessness
12	I. CDBG	Community Development Block Grant
13	J. CDSS	California Department of Social Services
14	K. CEO	County of Orange County Executive Office
15	L. CFDA	Catalog of Federal Domestic Assistance
16	M. CalWORKs	California Work Opportunity and Responsibility for Kids
17	Q. CPP	Care Plus Program
18	R. CSW	Clinical Social Worker
19	Y. DHCS	California Department of Health Care Services
20	AC. ESG	Emergency Solutions Grant
21	AD. ES	Emergency Shelter
22	AJ. HCD	California Department of Housing and Community Development
23	AK. HCV	Housing Choice Voucher
24	AL. HHAP	Homeless, Housing, Assistance and Prevention
25	AM. HIV	Human Immunodeficiency Virus
26	AO. HOME	HOME Investment Partnership Program
27	AS. LCSW	Licensed Clinical Social Worker
28	AU. MHP	Mental Health Plan
29	AW.OCCR	Orange County Community Resources
30	BE. PSH	Permanent Supportive Housing
31	BL. RRH	Rapid Rehousing
32	BM. SB	Senate Bill
33	BN. SOCDIS	System of Care Data Integration System
34	BR. SPA	Service Planning Area
35	BS. SUD	Substance Use Disorder
36	BT. TAY	Transitional Aged Youth
37	BW. VASH	Veterans Affairs Supportive Housing

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

- ~~AJ. PII Personally Identifiable Information~~
- ~~AK. PRA California Public Records Act~~
- ~~AL. PSC Professional Services Contract System~~
- ~~AM. SIR Self Insured Retention~~
- ~~AN. SMA Statewide Maximum Allowable (rate)~~
- ~~AO. SOW Scope of Work~~
- ~~AP. UOS Units of Service~~
- ~~AQ. USC United States Code~~
- ~~AR. WIC Women, Infants and Children~~



II. ALTERATION OF TERMS

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

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

III. 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 owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant 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.



IV. ~~COMPLIANCE~~ INTENTIONALLY OMITTED

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

#

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

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

~~a. Designation of a Compliance Officer and/or compliance staff.~~

~~b. Written standards, policies and/or procedures.~~

~~c. Compliance related training and/or education program and proof of completion.~~

~~d. Communication methods for reporting concerns to the Compliance Officer.~~

~~e. Methodology for conducting internal monitoring and auditing.~~

~~f. Methodology for detecting and correcting offenses.~~

~~g. Methodology/Procedure for enforcing disciplinary standards.~~

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

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

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

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

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

~~7 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
8 of employment or engagement.~~

~~9 3. Such training will be made available to each Covered Individual annually.~~

~~10 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
11 copies of training certification upon request.~~

~~12 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
13 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
14 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
15 CONTRACTOR shall provide copies of the certifications.~~

~~16 C. SPECIALIZED PROVIDER TRAINING ADMINISTRATOR shall make Specialized Provider
17 Training, where appropriate, available to Covered Individuals.~~

~~18 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
19 Individuals relative to this Contract. This includes compliance with federal and state HOMELESS
20 SERVICES program regulations and procedures or instructions otherwise communicated by regulatory
21 agencies.~~

~~22 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
23 of employment or engagement.~~

~~24 3. Such training will be made available to each Covered Individual annually.~~

~~25 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
26 provide copies of the certifications upon request.~~

~~27 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
28 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group
29 setting while CONTRACTOR shall retain the certifications. Upon written request by
30 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~

~~31 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
32 breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the
33 Contract.~~

V. CONFIDENTIALITY

34
35 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
36 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
37 regulations, as they now exist or may hereafter be amended or changed.

1 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
2 are Participants of the CES for Individuals, and therefore it may be necessary for authorized staff of
3 ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants
4 with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

18 19 **VI. CONFLICT OF INTEREST**

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

28 29 **VII. CORRECTIVE ACTION PLAN**

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

VIII. COST REPORT

A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) 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 agreements 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

Amendment No.8

1 subsequently determined to have been for an unreimbursable nonreimbursable
2 expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash,
3 or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or
4 COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the
5 reimbursement due COUNTY.

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

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

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

19
20 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
21 supporting documentation prepared by _____ for the cost report period
22 beginning _____ and ending _____ and that, to the best of my knowledge
23 and belief, costs reimbursed through this Contract are reasonable and allowable and
24 directly or indirectly related to the services provided and that this Cost Report is a true,
25 correct, and complete statement from the books and records of (provider name) in
26 accordance with applicable instructions, except as noted. I also hereby certify that I
27 have the authority to execute the accompanying Cost Report.

28
29 Signed _____
30 Name _____
31 Title _____
32 Date _____"

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34 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

35 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

22 23 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

29 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as
30 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new
31 owners shall be required under the terms of sale or such other instruments of transfer for the assignment
32 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the
33 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
34 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification
35 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to
36 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
37 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in

1 its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the
 2 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph
 3 shall be void.

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

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

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

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

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

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

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

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

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

1 provided by consultants.

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

8 **XI. DISPUTE RESOLUTION**

9
10 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
11 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
12 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
13 brought to the attention of the County Purchasing Agent by way of the following process:

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

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

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

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

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

37

XII. 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.

XIII. 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.

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

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

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

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

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

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

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

24 //

25 **XV. INDEMNIFICATION AND INSURANCE**

26 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
27 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
28 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
29 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
30 including but not limited to personal injury or property damage, arising from or related to the services,
31 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
32 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
33 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
34 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
35 a jury apportionment.
36
37

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

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

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

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

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

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

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

33 F. QUALIFIED INSURER

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

1 Carrier).

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

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

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

23 H. REQUIRED COVERAGE FORMS

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

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

28 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If

1 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
 2 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
 3 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
 4 all legal remedies.

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

8 U. SUBMISSION OF INSURANCE DOCUMENTS

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

10 a. Prior to the start date of this Contract.

11 b. No later than the expiration date for each policy.

12 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 13 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

32 **XVI. INSPECTIONS AND AUDITS**

34 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 35 of the State of California, the Comptroller General of the United States, or any other of their authorized
 36 representatives, shall to the extent permissible under applicable law have access to any books, documents,
 37 and records, including but not limited to, financial statements, general ledgers, relevant accounting

1 systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the
2 purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or
3 examination, or making transcripts during the periods of retention set forth in the Records Management
4 and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or
5 otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are
6 provided.

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

11 C. AUDIT RESPONSE

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

17 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement
18 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
19 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
20 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
21 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
22 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
23 reimbursement due COUNTY.

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

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

Amendment No.5

31
32 **XVII. LICENSES AND LAWS COMPLIANCE WITH LAWS,**
33 **FUNDING REQUIREMENTS AND LICENSES**

34 A. CONTRACTOR represents and warrants that services to be provided under this Contract shall
35 fully comply, at CONTRACTOR’S expense, with all standards, laws, statutes, restrictions, ordinances,
36 requirements, and regulations (collectively “laws”), including, but not limited to those issued by
37 COUNTY in its governmental capacity and all other laws and funding requirements applicable to the

1 services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges
 2 that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements
 3 of Paragraph "XV" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY
 4 and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or
 5 related to a violation of such laws.

6 B. Funds provided under this Contract must be used solely for the purposes identified in in this
 7 Contract. In accordance with Paragraph "XV" above, CONTRACTOR agrees to indemnify, defend, and
 8 hold harmless the County of Orange for any sums the State or Federal government contends or determines
 9 CONTRACTOR used in violation of this Contract. CONTRACTOR shall immediately return to the
 10 COUNTY any funds the COUNTY or any responsible State or Federal agency, including the Department
 11 of Treasury, determines the CONTRACTOR has used in a manner that is inconsistent with this Contract
 12 or as a result of noncompliance with any applicable regulations or funding requirements. The provisions
 13 of this paragraph shall survive termination of this Contract.

14 C. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 15 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
 16 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
 17 regulations and requirements of the United States, the State of California, COUNTY, and all other
 18 applicable governmental agencies.

19 D. Enforcement Of Child Support Obligations

20 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting
 21 requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders
 22 and Notices of Assignments and will continue to be in compliance throughout the term of the Contract
 23 with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure
 24 to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds
 25 for termination of the Contract.

26 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of
 27 the award of this Contract:

28 a) In the case of an individual CONTRACTOR, his/her name, date of birth, social security
 29 number, and residence address;

30 b) In the case of a CONTRACTOR doing business in a form other than as an individual, the
 31 name, date of birth, social security number, and residence address of each individual who owns an interest
 32 of ten percent (10%) or more in the contracting entity;

33 3. It is expressly understood that this data will be transmitted to governmental agencies charged
 34 with the establishment and enforcement of child support orders, or as permitted by federal and/or state
 35 statute.

36 ~~A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout~~
 37 ~~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. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract.~~

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

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

//

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

11
12 **XIX. MAXIMUM OBLIGATION**

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

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

Amendment No.5

17
18 **XX. MINIMUM WAGE LAWS**

19 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
20 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
21 or California Minimum Wage to all its officers, agents, employees, affiliates and subcontractors
22 (“Covered Individuals”) ~~Covered Individuals (as defined herein)~~ that directly or indirectly provide
23 services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify
24 that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the
25 greater of the federal or California Minimum Wage.

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

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

33
34 **XXI. NONDISCRIMINATION**

Amendment No.5

35 **A. EMPLOYMENT**

36 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (~~as defined in~~
37 ~~the “Compliance” paragraph of this Contract~~) shall not unlawfully discriminate against any employee or

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

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

13 3. CONTRACTOR shall not discriminate between employees with spouses and employees with
14 domestic partners, or discriminate between domestic partners and spouses of those employees, in the
15 provision of benefits.

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

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

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

30 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
31 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
32 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
33 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
34 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
35 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
36 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
37 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of

1 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
 2 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
 3 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
 4 includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

37 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall

1 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
 2 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
 3 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce
 4 rights secured by federal or state law.

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

10 **XXII. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by E-Mail; or

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

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

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

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

31 **XXIII. NOTIFICATION OF DEATH**

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

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

37 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by

1 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
2 pursuant to this Contract; notice need only be given during normal business hours.

3 2. WRITTEN NOTIFICATION

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

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

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

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

16
17 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

25
26 **XXV. PARTICIPANT'S RIGHTS**

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

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

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

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

3
4 **XXVI. PAYMENT CARD COMPLIANCE**

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

13
14 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

36 C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR
37 shall maintain participant records and must establish and implement written record management

1 procedures.

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

5 E. For **ESG** Continuum of Care (CoC) Funding - Contractor shall retain all records pertaining to
6 each program participant’s qualification as a family or individual at risk of homelessness or as a homeless
7 family or individual and other program participant records must be retained for 5 years after the
8 expenditure of all funds from the grant under which the program participant was served.

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

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

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

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

Amendment No.5
added

Amendment No.8
revised

25 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
26 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
27 requested.

28
29 **XXVIII. RESEARCH AND PUBLICATION**

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

Amendment No.5

33
34 **XXIX. REVENUE INTENTIONALLY OMITTED**

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

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

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

XXX. SEVERABILITY

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

XXXI. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. 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

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

2 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

18 **XXXII. STATUS OF CONTRACTOR**

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

31 **XXXIII. TERM**

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

1 reporting, and accounting.

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

4 **XXXIV. TERMINATION**

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

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

11 1. The loss by CONTRACTOR of legal capacity.

12 2. Cessation of services without cause.

13 3. The delegation or assignment of CONTRACTOR's services, operation or administration
14 without the prior written consent of COUNTY.

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

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

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

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

24 **C. CONTINGENT FUNDING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 **XXXV. THIRD PARTY BENEFICIARY**

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

30
31 **XXXVI. WAIVER OF DEFAULT OR BREACH**

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

Amendment No.8

XXXVII. DRUG-FREE WORKPLACE

A. The CONTRACTOR hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The organization’s policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation and employee assistance programs; and
- d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

- a. Will receive a copy of the company’s drug-free policy statement; and
- b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

B. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the CONTRACTOR may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

- 1. The CONTRACTOR has made false certification, or
- 2. The CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

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

3
4 FRIENDSHIP SHELTER, INC.

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 ~~HEALTH CARE AGENCY~~ DEPUTY PURCHASING AGENT

22
23
24 Amendment No.3

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

29
30
31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A
 TO THE CONTRACT FOR PROVISION OF
 COORDINATED ENTRY SYSTEM FOR INDIVIDUALS
 BETWEEN
 COUNTY OF ORANGE
 AND
 FRIENDSHIP SHELTER, INC.
 FEBURARY 23, 2021 THROUGH JUNE 30, ~~2024~~ 2025

Amendment No.5

Amendment No.8

Common
 Terms and
 Definitions
 added in
 grey via
 Amendment
 No.5

I. COMMON TERMS AND DEFINITIONS

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

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

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

3. 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 Agreement, who are at-risk of homelessness or experiencing homelessness in Orange County.

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

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

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

1 9. County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care) are
 2 a comprehensive set of administrative, operational and facility-based standards designed to support the
 3 quality and consistency of program operations, evidenced-based participant services, core organizational
 4 and administrative functions, and facility design and operations.

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

13 11. Data Collection System means software designed for collection, tracking and reporting
 14 outcomes data for Consumers enrolled in the Homeless Service Programs.

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

19 13. Family means household with at least one minor child and one adult over the age of 18,
 20 household with an expectant mother, or household that are working towards reunification with minor
 21 children referred by the County or any other referral partner.

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

27 15. HMIS means Homeless Management Information System and refer to the HUD mandated
 28 database used to collect participant-level data on the provision of housing and services to individuals and
 29 families experiencing homelessness, as well as persons at-risk of homelessness.

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

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

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

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

8 20. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and
9 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek services.

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

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

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

19 24. Progressive Engagement means a flexible, targeted and efficient approach to service delivery.
20 It recognizes each household's strengths and needs that can change over time, targeting resources to meet
21 those needs and ensuring that the most intensive resources remain available to those with the greatest needs.
22 Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible,
23 despite barriers, with minimal financial and support resources. More supports are applied to those
24 households who struggle to stabilize.

25 25. Referral means providing the effective linkage of a Consumer to another service, when
26 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has
27 made contact with the referred service. Participants are referred to available housing resources and services
28 in accordance with the policies and procedures approved by the CoC Board.

29 26. Service Planning Area (SPA) is a regional sector within Orange County. The three geographic
30 regions are North, Central and South SPA designated to improve service coordination and align resources
31 among regional cities in Orange County. Reference Attachment A.

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

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

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

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

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

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR. CONTRACTOR must match all grant funds with no less than 25 percent of funds or in-kind contributions from other sources.

Amendment No.8

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4	PERIOD 5
ADMINISTRATIVE COSTS					
Salaries	\$0	\$0	\$0	\$19,554.40	\$21,331.44
Benefits	\$0	\$0	\$0	\$4,497.61	\$2,720.57
Services and Supplies	\$0	\$0	\$0	\$3,456.00	\$3,456.00
Indirect Costs	\$19,452	\$39,000	\$39,000	\$6,792.00	\$6,792.00
TOTAL ADMINISTRATION COSTS	\$19,452	\$39,000	\$39,000	\$34,300.01	\$34,300.01
PROGRAM COSTS					
Salaries	\$76,941	\$186,294	\$201,681.61	\$250,800.16	\$261,738.99
Benefits	\$17,642	\$42,025	\$32,292.39	\$56,209.83	\$45,271.00
Services & Supplies	\$10,272	\$26,196	\$22,268	\$17,700.00	\$17,700.00
Subcontractors	\$61,106	\$137,695	\$135,968	\$135,200.00	\$135,200.00
Start-Up Costs	\$28,500	\$0	\$0	\$0	\$0
SUBTOTAL PROGRAM COSTS	\$194,461	\$392,210	\$392,210	\$459,909.99	\$459,909.99
TOTAL GROSS COSTS	\$213,913	\$431,210	\$431,210	\$494,210.00	\$494,210.00
REVENUE					
CoC PROGRAM – CES GRANT	\$213,913	\$431,210	\$431,210	\$494,210.00	\$494,210.00
TOTAL PROVIDER MATCH	\$53,478.25	\$107,802.50	\$107,802.50	\$107,802.50	\$107,802.50
TOTAL REVENUE	\$213,913	\$431,210	\$431,210	\$494,210.00	\$494,210.00
TOTAL MAXIMUM	\$213,913	\$431,210	\$431,210	\$494,210.00	\$494,210.00

Amendment No.6

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4
ADMINISTRATIVE COSTS				
Salaries	\$0	\$0	\$0	\$19,554.40
Benefits	\$0	\$0	\$0	\$4,497.61
Services and Supplies	\$0	\$0	\$0	\$3,456.00
Indirect Costs	\$19,452	\$39,000	\$39,000	\$6,792.00
TOTAL ADMINISTRATION COSTS	\$19,452	\$39,000	\$39,000	\$34,300.01
PROGRAM COSTS				
Salaries	\$76,941	\$186,294	\$188,462	\$250,800.16
Benefits	\$17,642	\$42,025	\$45,512	\$56,209.83
Services & Supplies	\$10,272	\$26,196	\$22,268	\$17,700.00
Subcontractors	\$61,106	\$137,695	\$135,968	\$135,200.00
Start-Up Costs	\$28,500	\$0	\$0	\$0
SUBTOTAL PROGRAM COSTS	\$194,461	\$392,210	\$392,210	\$459,909.99
TOTAL GROSS COSTS	\$213,913	\$431,210	\$431,210	\$494,210.00
REVENUE				
CoC PROGRAM—CES GRANT	\$213,913	\$431,210	\$431,210	\$494,210.00
TOTAL PROVIDER MATCH	\$53,478.25	\$107,802.50	\$107,802.50	\$107,802.50
TOTAL REVENUE	\$213,913	\$431,210	\$431,210	\$494,210.00
TOTAL MAXIMUM	\$213,913	\$431,210	\$431,210	\$494,210.00

Amendment No.5

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4
ADMINISTRATIVE COSTS				
Salaries	\$0	\$0	\$0	\$19,554.40
Benefits	\$0	\$0	\$0	\$4,497.61
Services and Supplies	\$0	\$0	\$0	\$3,456.00
Indirect Costs	\$19,452	\$39,000	\$39,000	\$6,792.00

TOTAL ADMINISTRATIO N-COSTS	\$19,452	\$39,000	\$39,000	\$34,300.42
PROGRAM COSTS				
Salaries	\$76,941	\$186,294	\$188,462	\$198,526.16
Benefits	\$17,642	\$42,025	\$45,512	\$45,483.83
Services & Supplies	\$10,272	\$26,196	\$22,268	\$17,700.00
Subcontractors	\$61,106	\$137,695	\$135,968	\$135,200.00
Start-Up Costs	\$28,500	-\$0	\$0	
SUBTOTAL PROGRAM COSTS	\$194,461	\$392,210	\$392,210	\$396,909.99
TOTAL GROSS COSTS	\$213,913	\$431,210	\$431,210	\$431,210.41
REVENUE				
CoC PROGRAM—CES GRANT	\$213,913	\$431,210	\$431,210	\$431,210.00
TOTAL MATCH (25%)	\$53,478.25	\$107,802.50	\$107,802.50	\$107,802.50
TOTAL REVENUE	\$213,913	\$431,210	\$431,210	\$431,210.00
TOTAL MAXIMUM	\$213,913	\$431,210	\$431,210	\$431,210.00

Amendment No.1

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
ADMINISTRATION COSTS				
Indirect Costs	\$ 19,452	\$ 39,000	\$ 39,000	\$ 97,452
TOTAL ADMINISTRATION COSTS	\$ 19,452	\$ 39,000	\$ 39,000	\$ 97,452
PROGRAM COSTS				
Salaries	-\$ 76,941	-\$ 186,294	\$ 188,462	\$ 451,697
Benefits	-\$ 17,642	-\$ 42,025	\$ 45,512	\$ 105,179
Services & Supplies	-\$ 10,272	-\$ 26,196	\$ 22,268	\$ 58,736
Subcontractors	-\$ 61,106	-\$ 137,695	\$ 135,968	\$ 334,770
Start-Up Costs	-\$ 28,500	-\$ 0	\$ 0	\$ 28,500
SUBTOTAL PROGRAM COSTS	\$ 194,461	\$ 392,210	\$ 392,210	\$ 978,882
TOTAL GROSS COSTS	\$ 213,913	\$ 431,210	\$ 431,210	\$1,076,333
REVENUE				
CoC Program—CES Grant	\$ 213,913	\$ 431,210	\$ 431,210	\$ 1,076,333
TOTAL MATCH (25%)	\$ 53,478.25	\$ 107,802.50	\$ 107,802.50	\$ 269,083.25
TOTAL REVENUE	\$ 213,913	\$ 431,210	\$ 431,210	\$ 1,076,333

1	TOTAL MAXIMUM	\$ 213,913	\$ 431,210	\$ 431,210	\$ 1,076,333
2	OBLIGATION				
3					
4					
5		PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
6	ADMINISTRATION COSTS				
7	Indirect Costs	\$19,452	\$39,000	\$39,000	\$97,452
8	TOTAL ADMINISTRATION COSTS	\$19,452	\$39,000	\$39,000	\$97,452
9	PROGRAM COSTS				
10	Salaries	\$76,941	\$154,185	\$154,510	\$385,636
11	Benefits	\$14,642	\$35,300	\$35,371	\$88,313
12	Services & Supplies	\$10,272	\$26,196	\$22,268	\$58,736
13	Subcontractors	\$61,106	\$176,530	\$180,060	\$417,696
14	Start up Costs	\$28,500	\$0	\$0	\$28,500
15	SUBTOTAL PROGRAM COSTS	\$194,461	\$392,210	\$392,210	\$978,881
16	TOTAL GROSS COSTS	\$213,913	\$431,210	\$431,210	\$1,076,333
17	REVENUE				
18	CoC Program CES Grant	\$213,913	\$431,210	\$431,210	\$1,076,333
19	TOTAL MATCH (25%)	\$53,478.25	\$107,802.50	\$107,802.50	\$269,083.25
20	TOTAL REVENUE	\$213,913	\$431,210	\$431,210	\$1,076,333
21	TOTAL MAXIMUM OBLIGATION	\$213,913	\$431,210	\$431,210	\$1,076,333

Original Contract Amount

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 Participants, 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. ~~An indirect cost rate is not approved for this Contract.~~

Amendment No.5

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

4 Amendment No.5

Amendment No.2

5 **III. PAYMENTS**

6 A. COUNTY shall pay CONTRACTOR monthly, in arrears. Upon execution of Contract the
7 provisional amount of \$46,353.25, for one month of service, and \$28,500 in start-up funds may be invoiced
8 by CONTRACTOR and paid by COUNTY. ~~Upon execution of the Amendment 5 to the Contract, the~~
9 ~~provisional amount of \$35,934.17, for one month of services may be invoiced by CONTRACTOR and~~
10 ~~paid by the COUNTY at the beginning of each CONTRACT Period.~~ All payments are interim payments
11 only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for
12 which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder;
13 provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the
14 Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are
15 reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its
16 discretion, pay supplemental invoices for any month for which the provisional amount specified above has
17 not been fully paid. ADMINISTRATOR may, at its discretion, pay advance payments for anticipated
18 costs.”

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

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

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

33 Amendment No.5

34 B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and
35 provide such information as is required by ADMINISTRATOR. Invoices are due the ~~tenth~~ twentieth
36 (~~10th~~20th) day of each month. Invoices received after the due date may not be paid within the same month.
37 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
after receipt of the correctly completed invoice.

1 C. CONTRACTOR will have forty-five (45) days following the end of each Contract period to submit
2 outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the
3 forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining
4 balance under this Contract for other program purposes and CONTRACTOR
5 shall be ineligible for any further reimbursement for any previous Contract
6 periods. Amendment No.8

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

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

12 F. ADMINISTRATOR shall reconcile the provisional payment in the last three (3) months of the
13 fiscal year by deducting no more than 50% of the provisional payment each month.

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

17 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments
18 Paragraph of this Exhibit A to the Agreement. Amendment No.5

19 **IV. REPORTS**

20 A. CONTRACTOR shall maintain records and make statistical reports as required by
21 ADMINISTRATOR and HUD on forms provided by either agency.

22 **B. FISCAL**

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

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

36 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
37 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum,
report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the
Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination
date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be

1 received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month
 2 being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed
 3 more than five (5) calendar days.

4 D. PROGRAMMATIC – CONTRACTOR may be required to submit monthly, quarterly and annual
 5 reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 6 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR in
 7 order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be
 8 specific as to the nature of information requested and may allow up to thirty (30) calendar days for
 9 CONTRACTOR to respond to request.

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

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

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

21 **V. SERVICES**

22 **A. SCOPE OF SERVICES**

23 1. Overview

24 a. The COUNTY serves as the CES Lead for the Orange County CoC and is responsible for the
 25 implementation of a CES that address the needs of persons experiencing homelessness in Orange County,
 26 including adult only households, families with minor children, veterans and Transitional Aged Youth. The
 27 primary goal of CES is to facilitate a participant-centered process that streamlines access to the most
 28 appropriate services and housing interventions for individuals experiencing homelessness or at risk of
 29 experiencing homelessness in Orange County. The CES aims to meet individualized preferences and needs
 30 with the goal of supporting participants return to stable housing. Persons experiencing homelessness and
 31 at risk of experiencing homelessness gain access to housing and supportive services more seamlessly
 32 through regionally coordinated access.

33 b. The CES embraces a Housing First approach and offers services and housing to persons
 34 experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum
 35 income threshold) or service participation requirements. The primary goals in the Housing First model are
 36 rapid placement and stabilization into permanent housing. The CES promotes the use of diversion and
 37 solution-focused problem-solving strategies to effectively resolve a participant’s housing crisis at the point
 of engagement and during ongoing engagement with the CES collaborating agencies. CES collaborating
 agencies include COUNTY departments, nonprofit homeless service providers and community-based
 organizations.

1 c. The purpose of this CONTRACT is for the CONTRACTOR to serve as the Regional Coordinator
 2 for the Individual CES for the North, Central and South Service Planning Areas (SPAs) in Orange County.
 3 The CONTRACTOR will promote robust service coordination within and across SPAs, ensure alignment
 4 with the CES requirements, and lead strategic initiative and collaborative efforts that facilitate access to
 5 the System of Care, primarily housing resources. The CONTRACTOR will support in the implementation
 6 of diversion and solution-focused problem-solving strategies to decrease the length of time individuals
 7 experience homelessness and maximize the appropriate use of available housing resources.

7 2. Program Description Summary

8 a. The CONTRACTOR will primarily be responsible for developing collaboration between public
 9 and private agencies, including but not limited to COUNTY Departments, homeless service providers and
 10 community-based organizations. The CONTRACTOR will ensure that the Individual CES is accessible to
 11 and serves individuals who are experiencing homelessness or at risk of experiencing homelessness in
 12 Orange County. The CONTRACTOR for the Individuals CES for the North, Central and South SPA of
 13 Orange County will be required to fulfill four (4) key competency areas – (1) leadership, (2) system support
 14 and guidance, (3) regional coordination and (4) system partnerships.

15 i. Leadership – CONTRACTOR shall provide leadership to ensure the CES operates with an
 16 efficient, clear and consistent process across respective SPA(s) and in collaboration with all of the SPAs
 17 in Orange County in accordance with federal, state and local regulations, policies and procedures.

18 ii. System Support and Guidance – CONTRACTOR shall provide system support and guidance
 19 around the CES core competencies.

20 iii. Regional Coordination – CONTRACTOR shall assist in facilitating SPA level meetings to
 21 increase regional engagement and alignment with CES and to disseminate information at a regional level.
 22 The primary goal of these meetings will be to facilitate care coordination to support participants with
 23 connections to appropriate housing resources. The SPA level meetings allow for discussions and problem-
 24 solving strategies that reflect the SPA's unique needs and resources.

25 iv. System Partnerships – CONTRACTOR shall be tasked with developing collaboration across
 26 public and private agencies within the North, Central and South SPA to support those experiencing
 27 homelessness and special subpopulations such as veterans and transitional aged youth. This may be done
 28 through the development of a SPA specific Referral Network that includes representatives from different
 29 sectors within the System of Care.

30 b. The CONTRACTOR will match grant funds with no less than 25 percent of funds or in-kind
 31 contributions from other sources. The CONTRACTOR may work with nonprofit organizations and other
 32 community partners in obtaining match letters detailing the source of funding and confirming it is not a
 33 match for any other funding on an annual basis.

34 c. The CONTRACTOR will be subcontracting with Mercy House Living Centers, Inc.
 35 (SUBCONTRACTOR) to support in the provision of Regional Coordinator services for the North and
 36 Central SPA. The CONTRACTOR will ensure quality of program, providing technical assistance, support
 37 and other required activities to SUBCONTRACTORS as part of the operations of the PROGRAM. The
 SUBCONTRACTORS will support the delivery of contracted services and operations of the PROGRAM.

1 d. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services and
 2 consistent with the requirements of CES and in consultation with the COUNTY will implement this
 3 program in the North, Central and South SPA.

4 4. Referrals and Bed Reservations

5 a. The CONTRACTOR will work with the COUNTY and the Virtual Front Door to develop and
 6 implement the referral process for eligible Participants to access CES. The referral process at minimum
 7 will include the transfer of information from the Virtual Front Door to the CONTRACTOR through the
 8 use of HMIS and other secure technologies. This information may be further communicated and shared
 9 with Access Points across the SPA for the purposes of facilitating access to CES.

10 b. The CONTRACTOR will work with the COUNTY and regional navigation centers and
 11 emergency shelter programs (i.e., Bridges at Kraemer Place and Yale Navigation Center) in support of the
 12 development and implementation of Bed Reservation module in HMIS.

13 5. Use of Funds

14 a. The funds allocated to the CONTRACTOR through this Contract will support the administrative
 15 costs, salaries and benefits and services and supplies related to the implementation of the CES Regional
 16 Lead for the North, Central and South SPA.

17 B. PROGRAM DESCRIPTION

18 1. Essential Requirements – CONTRACTOR shall:

19 a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with
 20 COUNTY's regularly scheduled service hours and holidays. Any change or deviation from this schedule
 21 must have prior approval from COUNTY.

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

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

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

28 e. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract
 29 complete an initial training on confidentiality and compliance within the first month of support the Contract
 30 and annually thereafter to ensure appropriate safeguards are in place to maintain Participant information
 31 and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have
 32 to sign a confidentiality agreement not to share any **Personal Identifiable Information (PII)** from any
 33 Participant outside of facilitating the CES Regional Lead functions.

34 f. Provide regional coordination for the PROGRAM for Participants at-risk of experiencing
 35 homelessness and experiencing homelessness in Orange County.

36 2. Administrative Management Tasks – CONTRACTOR shall:

37 a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM
 by being responsive to the needs of the household eligible for services and to the stakeholders functioning
 as access points and housing providers within the SPA.

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

Amendment No.5

1 c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.
 2 d. Operate, maintain, coordinate and staff the resources of the PROGRAM.
 3 e. Coordinate with COUNTY agencies to provide appropriate supportive services to program
 4 Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), and
 5 OC Community Resources (OCCR).

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

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

12 3. CES Regional Lead Responsibilities

13 a. CONTRACTOR will be responsible facilitating the administration and management of
 14 CES for Individuals in the North, Central and South SPA in Orange County (“PROGRAM”) in a
 15 manner satisfactory to the COUNTY.

16 b. CONTRACTOR must provide services related to the administration and coordination of a
 17 Regional CES as defined by the regulations governing the CoC Grant program which can be found at 24
 18 CFR part 578. Under the direction of the CoC, CoC Board and in coordination with ADMINISTRATOR

19 c. CONTRACTOR shall assist by providing leadership for the following activities, but
 20 not limited to:

21 i. Acting as primary representative for the CES in respective SPA.

22 ii. Supporting the expansion of the CES by engaging new partnering agencies and
 23 expanding access points.

24 iii. Providing training and technical assistance related to CES policies and procedures.

25 iv. Ensuring consistent communication with CES participating agencies within respective
 26 SPA(s).

27 v. Working with regional leadership to create regional goals and strategies towards
 28 improving system function and reducing homelessness.

29 vi. Continuous program evaluation, data analysis and
 30 soliciting participant and CES partner feedback.

Amendment No.6

31 vii. For Period 4, Contractor shall have a minimum of 1.0 FTE equivalent dedicated to
 32 improving data quality and performing data analysis. Contractor shall work in collaboration with the Office
 33 of Care Coordination, the HMIS lead agency, and all other CES contracted- providers to ensure that CES
 34 is consistently implemented across all subpopulations in the Orange County CoC. These activities will at
 35 minimum include:

36 1) Support the continued expansion of the CES to meet the need of the Orange County
 37 CoC’s individuals experiencing homelessness and individuals at risk of homelessness.

2) Automating and/or simplification of standard operations.

3) Improving data quality by working with CES Access Points and implementing
 4) regular quality assurance practices.

4) Conducting data analysis to support CES evaluation and opportunities for system

1 improvements.

2 d. CONTRACTOR shall provide system support and guidance around the CES competencies
3 to ensure:

- 4 i. to ensure ease of access to CES for the target population;
- 5 ii. consistent regional use of the CES assessment tool and entry of data;
- 6 iii. prioritization is a consistent and transparent process; and
- 7 iv. increased communication between CES partnering agencies and housing or supportive

7 service providers

8 e. CONTRACTOR will promote and facilitate regional coordination that will:

- 9 i. Ensure that participants that have been prioritized on the community queue for housing
10 resources are being actively engaged.
- 11 ii. Create coordination between multiple agencies that may be working with the same
12 participant towards their housing goals.
- 13 iii. Facilitate housing transfers for participants in need of a more appropriate level of care.
- 14 iv. Tracking matched participant's progress towards permanent housing attainment and
15 addressing any impeding barriers.
- 16 v. Provide consultation and problem solving for difficult situations/scenarios.
- 17 vi. Ensure that leadership from participating agencies are receiving information pertaining
18 to CES operations.
- 19 vii. Have access to facility/office space to facilitate stakeholder meetings and services.

19 4. CES Grant Funding Responsibilities – Additional responsibilities of CONTRACTOR must
20 include but are not limited to the following:

21 a. Operate the Program in accordance with the provisions of title IV of the McKinney- Vento
22 Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and all requirements of the Continuum of
23 Care Program Rule (the "Rule");

24 b. Monitor and report the progress of the PROGRAM to ADMINISTRATOR;

25 c. Maintain confidentiality of records pertaining to any individual that was provided violence
26 prevention or treatment services through the PROGRAM;

27 d. The address or location of any violence project assisted with grant funds will not be made
28 public, except with written authorization of the person responsible for the operation of such project;

29 e. Establish operating procedures and practices that are consistent with, and do not restrict, the
30 exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of
31 educational and related services to individuals and families experiencing homelessness;

32 f. Use the CES established by the CoC as required by the regulations governing the CoC Grant
33 Program which can be found at 24 CFR 578;

34 g. Follow the written standards, developed by the Continuum of Care, for providing Continuum
35 of Care assistance, including those required by the regulations governing the CoC Grant Program which
36 can be found at 24 CFR 578; and

37 h. Comply with such other terms and conditions as HUD may have established in the applicable
Notice of Funds Availability as applicable to grantees under the program.

5. CES Funds Record Keeping Requirements

1 a. CONTRACTOR is responsible for maintaining Participant case files as well as maintaining
 2 administrative and financial backup for all services rendered to Participants under this contract in a form
 3 and manner that is mirrors the requirements of 24 CFR 578.103 for five (5) years following the closeout
 4 of all pending matters related to this Contract. Prior to the destruction or disposition of any of the above-
 5 referenced documents or records, CONTRACTOR shall notify COUNTY, in writing, of such intended
 6 destruction or disposition at least 60 days in advance.

7 Additionally, CONTRACTOR must permit a designated COUNTY staff person or other
 8 designee to perform periodic reviews and/or audits, not less than one time annually, of such files to ensure
 9 program compliance and consistency.

10 b. COUNTY, HUD, the HUD Inspector General, Comptroller General of the United States, or
 11 any of their duly authorized representatives, shall have a reasonable time the right of timely
 12 and unrestricted access to any books, documents, papers, or other records of CONTRACTOR,
 13 that are pertinent to this Contract in order to make audits, examinations, excerpts, transcripts and copies of
 14 such documents. This right may also include timely and reasonable access to CONTRACTOR personnel
 15 for the purpose of interview and discussion related to such documents.

16 c. COUNTY will be responsible for tracking and reporting Participant data and program
 17 outcomes using the HMIS system (or comparable system). Accordingly, CONTRACTOR shall work
 18 cooperatively to provide County with data that conforms to HUD requirements under the CoC Grant
 19 Program. In the event any such reports, disclosures or submissions referenced in the aforementioned terms
 20 and conditions are required to be included in a report, disclosure or other submission of COUNTY to HUD,
 21 CONTRACTOR shall provide such report, disclosure or other submission to COUNTY per the prescribed
 22 timeframe minus five days, or as agreed upon by the Parties in writing.

23 C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS – The target population for the CES
 24 will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining at
 25 risk of homelessness and those currently experiencing homelessness, Categories 1, 2, 3 and 4, per the Final
 26 Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing homelessness
 27 upon exiting an institution.

28 1. At Risk of Homelessness – An individual who:

29 a. Has an annual income below 30% of median family income for the area; AND

30 b. Does not have sufficient resources or support networks immediately available to prevent them
 31 from moving to an emergency shelter or another place defined in Category 1 of the “homeless” definition;
 32 AND

33 c. Meets one of the following conditions:

34 i. Has moved because of economic reasons two (2) or more times during the 60 days immediately
 35 preceding the application for assistance; or

36 ii. Is living in the home of another because of economic hardship; or iii. Has been notified that
 37 their right to occupy their current housing or living situation will be terminated within 21 days after the
 date of application for assistance; or

iv. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal,
 State, or local government programs for low-income individuals; or

1 v. Lives in a single room occupancy (SRO) or efficiency apartment unit in which there reside
 2 more than two (2) persons or lives in a larger housing unit in which there reside more than one (1) and a
 3 half persons per room; or

4 vi. Is exiting a publicly funded institution or system of care; or

5 vii. Otherwise lives in housing that has characteristics associated with instability and an increased
 6 risk of homelessness, as identified in the recipient's approved Con Plan.

7 2. Category 1: Literally Homeless

8 Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

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

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

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

15 3. Category 2: Imminent Risk of Homelessness: persons who will immediately lose their primary
 16 nighttime residence provided that residence will be lost within 14 days of the date of application for
 17 homeless assistance; no subsequent residence has been identified; and the individual lacks the resources or
 18 support networks needed to obtain other permanent housing.

19 4. Category 3: Homeless under other Federal Statutes: Unaccompanied youth under 25 years of age who
 20 do not otherwise qualify as homeless under this definition, but who are defined as homeless under the other
 21 listed federal statutes; have not had a lease, ownership interest, or occupancy agreement in permanent
 22 housing during the 60 days prior to the homeless assistance application; have experienced persistent
 23 instability as measured by two (2) moves or more in the preceding 60 days; and can be expected to continue
 24 in such status for an extended period of time due to special needs or barriers.

25 5. Category 4: Fleeing/Attempting to flee Domestic Violence

26 Any individual who:

27 a. Is fleeing, or is attempting to flee, domestic violence

28 b. Has no other residence; and

29 c. Lacks the resources or support networks to obtain other permanent housing

30 D. PERFORMANCE MEASURES AND MONITORING

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

32 a. Complete an annual evaluation to ensure compliance and effectiveness of CES.

33 b. Distribute protocols and conduct an assessor training at least once a year which may be conducted
 34 in-person, a live or recorded online sessions or a self-administered training, to participating staff at
 35 organizations that serve as access points or otherwise conduct assessments.

36 c. 10% of PROGRAM participants will be prevented from experiencing homelessness or diverted
 37 from experiencing ongoing homelessness with resources available outside of CES.

d. Average length of time between PROGRAM start date and date of housing move in date will be
 less than 280 days, with the goal of reducing length of time year over year by 2%.

e. Increase permanent housing outcomes by 3%, year over year as tracked by the PROGRAM and
 through the collaborative efforts of the CONTRACTOR.

1 f. Track progress and efforts made to achieve function zero for TAY, Veterans and individuals
2 experiencing chronic homelessness.

3 2. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes,
4 milestones and performance standards required herein including the Standards of Care. Substandard
5 performance, as determined by COUNTY, will constitute non-compliance with this Contract for which
6 COUNTY may immediately terminate the Contract. If action to correct such substandard performance is
7 not taken by Operator within the time period specified by COUNTY, payment(s) will be denied in
8 accordance with the provisions contained in the Contract. COUNTY shall periodically evaluate
9 CONTRACTOR'S progress in complying with the terms of this Contract. Operator shall cooperate fully
10 during such monitoring. COUNTY shall report the findings of each monitoring to CONTRACTOR.

11 E. REPORTING REQUIREMENTS

12 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form acceptable to
13 or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than the
14 twentieth (20th) calendar day following the end of the month/quarter being reported unless otherwise
15 specified. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance
16 related to participant data, program linkages and units of services. Programmatic reports will include the
17 following:

Amendment No.5

18 a. ~~On a daily basis~~ Daily, CONTRACTOR shall enter the data in HMIS to comply with HUD's
19 data collection, management, and reporting standards and used to collect participant-level data and data on
20 the provision of housing and services to homeless individuals in CES. Additionally, the CONTRACTOR
21 shall adhere to all implementation guidelines developed under the CoC and per Orange County HMIS
22 Standards or amended HMIS Standards, if applicable.

23 b. On a monthly basis or as requested, CONTRACTOR shall report the following information to
24 ADMINISTRATOR:

- 25 i. Unduplicated participants accessing the CES in the SPA
- 26 ii. Number of new participants referred to the Community Queue in the SPA
- 27 iii. Number of CES participants successfully referred or diverted to a permanent housing
28 resource
- 29 iv. Average length of time homeless of households currently enrolled in the
30 PROGRAM
- 31 v. Average length of time (in number of days) between PROGRAM start date and
32 date of housing move in; and
- 33 vi. Number of exits from CES by exit type.

34 c. On an annual basis, CONTRACTOR shall report the following information to the
35 ADMINISTRATOR:

- 36 i. Increases and improved process of permanent housing placements for individuals
37 experiencing homelessness;
- ii. Number of people and households successfully attaining permanent housing;
- iii. Decrease in average length of time homeless for participants who are enrolled in PROGRAM;

1 iv. CES analysis and continuous improvement plan addressing the four key components of CES
2 – access, assessment, prioritization and referral;

3 v. Analysis relating to racial disparities and develop an action plan for racial equity in the SPA;
4 and

5 vi. Number of CES partnership agencies with a goal of increasing partnerships annually.

6 vii. PROGRAM evaluation to include quantitative and qualitative measures using data in HMIS
7 and collected from participants and community stakeholders.

8 2. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to
9 determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as
10 to the nature of information requested and may allow up to thirty (30) calendar days for CONTRACTOR
11 to respond to request.

12 F. FILE MAINTENANCE AND DOCUMENTATION

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

15 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24 CFR
16 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this
17 CONTRACT.

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

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

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

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

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

31 **VI. STAFFING**

32 A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording,
33 and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated
34 to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications
35 and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the
36 following:

37 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;

- 1 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
 2 7. Effectively communicate and monitor the program for its success;
 3 8. Maintain communication between the CONTRACT key staff and Program Administrators;
 4 and,
 5 9. Act quickly to identify and solve problems.

6 B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the Contract are
 7 provided in a manner that is culturally and linguistically appropriate for the population(s) served.
 8 CONTRACTOR shall ensure that documents are maintain of such efforts which may include, but are not
 9 limited to, records of participation in COUNTY sponsored or other applicable trainings; recruitment and
 10 hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions
 11 of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.
 12 C. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time
 13 Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an
 14 average of forty (40) hours work per week.

Amendment No.8

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4	PERIOD 5
ADMINISTRATIVE FTEs					
Director of Program Development and Compliance	0.00	0.00	0.00	0.05	0.05
Accounting & Compliance Assistant	0.00	0.00	0.00	0.05	0.05
Contracts Manager	0.00	0.00	0.00	0.01	0.03
Director of Human Resources	0.00	0.00	0.00	0.03	0.03
Executive Director	0.00	0.00	0.00	0.03	0.03
Chief Operations Officer	0.00	0.00	0.00	0.05	0.05
TOTAL ADMINISTRATIVE FTEs	0.00	0.00	0.00	0.22	0.24
PROGRAM FTEs					
CES Manager	1.00	1.00	0.50	1.00	1.00
South SPA Administrator	1.00	1.00	1.00	1.00	1.00
CES Data Technician (Lead)	1.00	1.00	1.00	1.00	1.00
Director of Program Development & Compliance	0.58	0.05	0.05	0.00	0.00
Data & Compliance Manager	0.58	0.10	0.05	0.00	0.09
Accounting Assistant	0.03	0.03	0.03	0.03	0.03
Director of Programs	0.10	0.00	0.00	0.00	0.00
Data Technician	0.00	1.00	1.00	1.30	1.31
Data and IT Manager	0.00	0.00	0.00	0.04	0.00
Director of Services	0.00	0.00	0.00	0.10	0.10

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TOTAL PROGRAM FTEs	4.28	4.18	3.63	4.47	4.53
SUBCONTRACTOR					
North SPA CES Administrator	0.35	1.00	1.00	1.00	1.00
Central SPA CES Administrator	0.35	1.00	1.00	1.00	1.00
North/Central Data Technician	0.35	0.00	0.00	0.00	0.00
Program Manager	0.00	0.02	0.18	0.00	0.00
SUBTOTAL SUBCONTRACTOR	1.05	2.02	2.18	2.00	2.00
TOTAL FTEs	5.33	6.2	5.81	6.69	6.77

Amendment No.6

	PERIOD-1	PERIOD-2	PERIOD-3	PERIOD-4
ADMINISTRATIVE FTEs				
Director of Program Development and Compliance				-0.05
Accounting & Compliance Assistant				-0.05
Contracts Manager				-0.01
Director of Human Resources				-0.03
Executive Director				-0.03
Chief Operations Officer				-0.05
TOTAL ADMINISTRATIVE FTEs				-0.22
PROGRAM FTEs				
CES Manager	1.00	1.00	0.50	1.00
South SPA Administrator	1.00	1.00	1.00	1.00
CES Data Technician (Lead)	1.00	1.00	1.00	1.00
Director of Program Development & Compliance	0.58	0.05	0.05	0.00
Data & Compliance Manager	0.58	0.10	0.05	0.00
Accounting Assistant	0.03	0.03	0.03	-0.03
Director of Programs	0.10	0.00	0.00	0.00
Data Technician	0.00	1.00	1.00	1.30
Data and IT Manager				0.04
Director of Services				0.10
TOTAL PROGRAM FTEs	4.28	4.18	3.63	4.47
SUBCONTRACTOR				
North SPA CES Administrator	0.35	1.00	1.00	1.00
Central SPA CES Administrator	0.35	1.00	1.00	1.00
North/Central Data Technician	0.35	0.00	0.00	0.00

Program Manager	0.00	0.02	0.18	0.00
SUBTOTAL SUBCONTRACTOR	1.05	2.02	2.18	2.00
TOTAL FTEs	5.33	6.20	5.81	6.69

Amendment No.5

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4
ADMINISTRATIVE FTEs				
Director of Program Development and Compliance				0.05
Accounting & Compliance Assistant				0.05
Contracts Manager				0.01
Director of Human Resources				0.03
Executive Director				0.03
Chief Operations Officer				0.05
TOTAL ADMINISTRATIVE FTEs				0.22
PROGRAM FTEs				
CES Manager	1.00	1.00	0.50	1.00
South SPA Administrator	1.00	1.00	1.00	1.00
CES Data Technician (Lead)	1.00	1.00	1.00	0.80
Director of Program Development & Compliance	0.58	0.05	0.05	
Data & Compliance Manager	0.58	0.10	0.05	
Accounting Assistant	0.03	0.03	0.03	0.025
Director of Programs	0.10	0.00	0.00	
Data Technician	0.00	1.00	1.00	0.50
Data and IT Manager				0.04
Director of Services				0.10
TOTAL PROGRAM FTEs	4.28	4.18	3.63	3.47
SUBCONTRACTOR				
North SPA CES Administrator	0.35	1.00	1.00	1.00
Central SPA CES Administrator	0.35	1.00	1.00	1.00
North/Central Data Technician	0.35	0.00	0.00	
Program Manager	0.00	0.02	0.18	
SUBTOTAL SUBCONTRACTOR	1.05	2.02	2.18	2.00
TOTAL FTEs	5.33	6.20	5.81	5.69

Amendment No.4

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PERIOD 1 FTE PERIOD 2 FTE PERIOD 3 FTE

PROGRAM

CES Manager	1.00	1.00	0.50
South SPA Administrator	1.00	1.00	1.00
CES Data Technician	1.00	1.00	1.00
Director of Program Development & Compliance	0.58	0.05	0.05
Data & Compliance Manager	0.58	0.10	0.05
Accounting Assistant	0.03	0.03	0.03
Director of Programs	0.10	0.00	0.00
Data Technician	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
SUBTOTAL PROGRAM	4.28	4.18	3.63

SUBCONTRACTOR

North SPA CES Administrator	0.35	1.00	1.00
Central SPA CES Administrator	0.35	1.00	1.00
North/Central Data Technician	0.35	0.00	0.00
Program Manager	<u>0.00</u>	<u>0.02</u>	<u>0.18</u>
SUBTOTAL SUBCONTRACTOR	1.05	2.02	2.18
TOTAL FTEs	5.33	6.20	5.81

Amendment No.1

PERIOD 1 FTE PERIOD 2 FTE PERIOD 3 FTE

PROGRAM

CES Manager	1.00	1.00	1.00
South SPA Administrator	1.00	1.00	1.00
CES Data Technician	1.00	1.00	1.00
Director of Program Development & Compliance	0.58	0.05	0.05
Data & Compliance Manager	0.58	0.10	0.05
Accounting Assistant	0.03	0.03	0.03

1	Director of Programs	0.10	0.00	0.0
2	Data Technician	0.00	1.00	1.000
3	SUBTOTAL PROGRAM	4.28	4.18	4.13
4	SUBCONTRACTOR			
5	North SPA CES Administrator	0.35	1.00	1.00
6	Central SPA CES Administrator	0.35	1.00	1.00
7	North/Central Data Technician	0.35	0.00	0.00
8	Program Manager	0.00	0.02	0.18
9	SUBTOTAL SUBCONTRACTOR	1.05	2.02	2.18
10	TOTAL FTEs	5.33	6.20	6.31

Original Contract

PROGRAM	PERIOD ONE FTE	PERIOD TWO FTE	PERIOD THREE FTE
CES Manager	1.0	1.0	1.0
South SPA Administrator	1.0	1.0	1.0
CES Data Technician	1.0	1.0	1.0
Director of Program Development & Compliance	.58	.05	.05
Data & Compliance Manager	.58	.10	.05
Accounting Assistant	.03	.03	.03
Director of Programs	.10	0.0	0.0
SUBTOTAL PROGRAM	4.28	3.18	3.13
SUBCONTRACTOR			
North SPA CES Administrator	.35	1.0	1.0
Central SPA CES Administrator	.35	1.0	1.0
North/Central Data Technician	.35	1.0	1.0
SUBTOTAL			

SUBCONTRACTOR	1.05	3.0	3.0
TOTAL FTEs	5.33	6.18	6.13

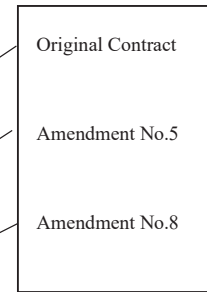
~~CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training and Annual Compliance Training.~~

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

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

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1 EXHIBIT B
 2 TO THE CONTRACT FOR PROVISION OF
 3 COORDINATED ENTRY SYSTEM FOR INDIVIDUALS
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 FRIENDSHIP SHELTER, INC.
 8 FEBRUARY 23, 2021 THROUGH JUNE 30, ~~2023~~ 2024 2025



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

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

12 A. DEFINITIONS

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

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

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

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

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

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

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

33 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code §
34 1798.3(a).

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

1 of information, including statutes or regulations that require such information if payment is sought under
2 a government program providing public benefits.

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

6 B. TERMS OF CONTRACT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

33 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR
34 shall also comply with the substantive privacy and security requirements in the Computer Matching and
35 Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency
36 (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract
37 (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied
with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security
Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic
Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or
subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy

1 and security safeguards for confidential data that apply to CONTRACTOR with respect to such
2 information.

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

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

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

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

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

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

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