

CONTRACT FOR PROVISION OF  
HOMELESS PREVENTION EMPLOYMENT PROGRAM SERVICES

BETWEEN  
COUNTY OF ORANGE

AND

THE CHRYSALIS CENTER

JULY 1, 2020 THROUGH ~~JUNE 30, 2023~~ JUNE 30, 2025

Original Contract

Amendment No.3

THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and The Chrysalis Center, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the ~~Director of the COUNTY's Health Care Agency~~ County Executive Office or an authorized designee ("ADMINISTRATOR").

Original Contract

Amendment No.2

WITNESSETH:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Homeless Prevention Employment Program Services described herein to the residents of Orange County; and

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

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

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Original Contract

Amendment No.1

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Amendment No.2 removes paragraph IV. All other paragraphs will be renumbered as a result  
Amendment NO.2

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Original Contract

**REFERENCED CONTRACT PROVISIONS**

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**Term:** July 1, 2020 through ~~June 30, 2023~~ June 30, 2025  
 Period One means the period from July 1, 2020 through June 30, 2021  
 Period Two means the period from July 1, 2021 through June 30, 2022  
 Period Three means the period from July 1, 2022 through June 30, 2023  
 Period Four means the period from July 1, 2023 through June 30, 2024  
 Period Five means the period from July 1, 2024 through June 30, 2025

**Maximum Obligation:** Period One Amount Not to Exceed: \$300,000  
 Period Two Amount Not to Exceed: \$300,000  
 Period Three Amount Not to Exceed: \$300,000  
 Period Four Amount Not to Exceed: \$300,000  
 Period Five Amount Not to Exceed: \$300,000  
~~TOTAL AMOUNT NOT TO EXCEED: \$900,000~~  
 TOTAL AMOUNT NOT TO EXCEED: \$1,500,000

Original Contract

Amendment No.3

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR UEI Number:** 16-512-1765

**CONTRACTOR TAX ID Number:** 95-397-2624

**Notices to COUNTY and CONTRACTOR:**

Original Contract

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

**CONTRACTOR:** The Chrysalis Center  
 522 S. Main Street  
 Los Angeles, CA 90013  
 Mark Loranger, President & CEO  
[MarkL@changelives.org](mailto:MarkL@changelives.org)

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~~County of Orange/County Executive Office  
Procurement & Contract Services  
1300 S Grand Ave.  
Santa Ana, CA 92705~~

Amendment No.2

County Executive Office  
County Procurement Office  
400 W. Civic Center Dr. 5th Fl  
Santa Ana, CA 92701

Amendment No.3

**I. ACRONYMS**

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

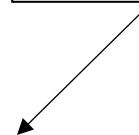
- ~~A. ARRA — American Recovery and Reinvestment Act of 2009~~
- ~~B. CalWORKs — California Work Opportunity and Responsibility for Kids~~
- ~~C. CAP — Corrective Action Plan~~
- ~~D. CCC — California Civil Code~~
- ~~E. CCR — California Code of Regulations~~
- ~~F. CES — Coordinated Entry System~~
- ~~G. CFR — Code of Federal Regulations~~
- ~~H. CHPP — COUNTY HIPAA Policies and Procedures~~
- ~~I. COC — Continuum of Care~~
- ~~J. COI — Certificate of Insurance~~
- ~~K. CPA — Certified Public Accountant~~
- ~~L. DRS — Designated Record Set~~
- ~~M. EEOC — Equal Employment Opportunity Commission~~
- ~~N. EOC — Equal Opportunity Clause~~
- ~~O. FFS — Fee For Service~~
- ~~P. FSC — Family Solutions Collaborative~~
- ~~Q. FTE — Full Time Equivalent~~
- ~~R. GAAP — Generally Accepted Accounting Principles~~
- ~~S. HCA — County of Orange Health Care Agency~~
- ~~T. HIPAA — Health Insurance Portability and Accountability Act of 1996, Public Law 104-191~~
- ~~U. HMIS — Homeless Management Information System~~
- ~~V. HSC — California Health and Safety Code~~

Replaced  
Via  
Amendment  
No.3

|                |                    |  |
|----------------|--------------------|--|
| <del>W.</del>  | <del>HUD</del>     | <del>U.S. Department of Housing and Urban Development</del>        |
| <del>X.</del>  | <del>MH</del>      | <del>Mental Health</del>   |
| <del>Y.</del>  | <del>MHSA</del>    | <del>Mental Health Services Act</del>                              |
| <del>Z.</del>  | <del>OCR</del>     | <del>Federal Office for Civil Rights</del>                         |
| <del>AA.</del> | <del>OIG</del>     | <del>Federal Office of Inspector General</del>                     |
| <del>AB.</del> | <del>OMB</del>     | <del>Federal Office of Management and Budget</del>                 |
| <del>AC.</del> | <del>OPM</del>     | <del>Federal Office of Personnel Management</del>                  |
| <del>AD.</del> | <del>P&amp;P</del> | <del>Policy and Procedure</del>                                    |
| <del>AE.</del> | <del>PA DSS</del>  | <del>Payment Application Data Security Standard</del>              |
| <del>AF.</del> | <del>PATH</del>    | <del>Projects for Assistance in Transition from Homelessness</del> |
| <del>AG.</del> | <del>PC</del>      | <del>California Penal Code</del>                                   |
| <del>AH.</del> | <del>PCI DSS</del> | <del>Payment Card Industry Data Security Standards</del>           |
| <del>AI.</del> | <del>PHI</del>     | <del>Protected Health Information</del>                            |
| <del>AJ.</del> | <del>PII</del>     | <del>Personally Identifiable Information</del>                     |
| <del>AK.</del> | <del>PRA</del>     | <del>California Public Records Act</del>                           |
| <del>AL.</del> | <del>PSC</del>     | <del>Professional Services Contract System</del>                   |
| <del>AM.</del> | <del>SIR</del>     | <del>Self-Insured Retention</del>                                  |
| <del>AN.</del> | <del>SMA</del>     | <del>Statewide Maximum Allowable (rate)</del>                      |
| <del>AO.</del> | <del>SOW</del>     | <del>Scope of Work</del>   |
| <del>AP.</del> | <del>UOS</del>     | <del>Units of Service</del>  |
| <del>AQ.</del> | <del>USC</del>     | <del>United States Code</del>                                      |
| <del>AR.</del> | <del>WIC</del>     | <del>Women, Infants and Children</del>                             |

|    |         |   |
|----|---------|---|
| A. | AB      | Assembly Bill                                     |
| B. | AB 109  | Assembly Bill 109, 2011 Public Safety Realignment |
| C. | AIDS    | Acquired Immune Deficiency Syndrome               |
| D. | APR     | Annual Performance Report                         |
| E. | ARRA    | American Recovery and Reinvestment Act of 2009    |
| F. | BCSH    | Business, Consumer Services and Housing Agency    |
| G. | BHS     | Behavioral Health Services                        |
| H. | Cal ICH | California Interagency Council on Homelessness    |
| I. | CDBG    | Community Development Block Grant                 |
| J. | CDSS    | California Department of Social Services          |
| K. | CEO     | County of Orange County Executive Office          |

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|     |          |  |
|-----|----------|--|
| L.  | CFDA     | Catalog of Federal Domestic Assistance   |
| M.  | CalWORKs | California Work Opportunity and Responsibility for Kids                            |
| N.  | CAP      | Corrective Action Plan   |
| O.  | CCC      | California Civil Code  |
| P.  | CCR      | California Code of Regulations   |
| Q.  | CPP      | Care Plus Program  |
| R.  | CSW      | Clinical Social Worker   |
| S.  | CES      | Coordinated Entry System   |
| T.  | CFR      | Code of Federal Regulations  |
| U.  | CHPP     | COUNTY HIPAA Policies and Procedures   |
| V.  | COC      | Continuum of Care  |
| W.  | COI      | Certificate of Insurance   |
| X.  | CPA      | Certified Public Accountant  |
| Y.  | DHCS     | California Department of Health Care Services                                      |
| Z.  | DRS      | Designated Record Set  |
| AA. | EEOC     | Equal Employment Opportunity Commission  |
| AB. | EOC      | Equal Opportunity Clause   |
| AC. | ESG      | Emergency Solutions Grant  |
| AD. | ES       | Emergency Shelter  |
| AE. | FFS      | Fee For Service  |
| AF. | FSC      | Family Solutions Collaborative   |
| AG. | FTE      | Full Time Equivalent   |
| AH. | GAAP     | Generally Accepted Accounting Principles   |
| AI. | HCA      | County of Orange Health Care Agency  |
| AJ. | HCD      | California Department of Housing and Community Development                         |
| AK. | HCV      | Housing Choice Voucher   |
| AL. | HHAP     | Homeless, Housing, Assistance and Prevention                                       |
| AM. | HIV      | Human Immunodeficiency Virus   |
| AN. | HIPAA    | Health Insurance Portability and Accountability Act of 1996, Public<br>Law 104-191 |
| AO. | HOME     | HOME Investment Partnership Program  |
| AP. | HMIS     | Homeless Management Information System   |

|     |         |   |
|-----|---------|---|
| AQ. | HSC     | California Health and Safety Code                       |
| AR. | HUD     | U.S. Department of Housing and Urban Development        |
| AS. | LCSW    | Licensed Clinical Social Worker                         |
| AT. | MH      | Mental Health   |
| AU. | MHP     | Mental Health Plan                                      |
| AV. | MHSA    | Mental Health Services Act                              |
| AW. | OCCR    | Orange County Community Resources                       |
| AX. | OCR     | Federal Office for Civil Rights                         |
| AY. | OIG     | Federal Office of Inspector General                     |
| AZ. | OMB     | Federal Office of Management and Budget                 |
| BA. | OPM     | Federal Office of Personnel Management                  |
| BB. | P&P     | Policy and Procedure                                    |
| BC. | PA DSS  | Payment Application Data Security Standard              |
| BD. | PATH    | Projects for Assistance in Transition from Homelessness |
| BE. | PSH     | Permanent Supportive Housing                            |
| BF. | PC      | California Penal Code                                   |
| BG. | PCI DSS | Payment Card Industry Data Security Standards           |
| BH. | PHI     | Protected Health Information                            |
| BI. | PII     | Personally Identifiable Information                     |
| BJ. | PRA     | California Public Records Act                           |
| BK. | PSC     | Professional Services Contract System                   |
| BL. | RRH     | Rapid Rehousing   |
| BM. | SB      | Senate Bill   |
| BN. | SOCDIS  | System of Care Data Integration System                  |
| BO. | SIR     | Self-Insured Retention                                  |
| BP. | SMA     | Statewide Maximum Allowable (rate)                      |
| BQ. | SOW     | Scope of Work   |
| BR. | SPA     | Service Planning Area                                   |
| BS. | SUD     | Substance Use Disorder                                  |
| BT. | TAY     | Transitional Aged Youth                                 |
| BU. | UOS     | Units of Service  |
| BV. | USC     | United States Code                                      |



BW. VASH Veterans Affairs Supportive Housing

BX. YAB Youth Advisory Board

BY. WIC Women, Infants and Children

## II. ALTERATION OF TERMS

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

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.

Amendment No.2



## ~~IV. COMPLIANCE~~

~~— 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.~~

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~~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.~~

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

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

~~2. Such training will be made available to Covered Individuals within thirty (30) calendar days~~

~~of employment or engagement.~~

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

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

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

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

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

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

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

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

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

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

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**V. CONFIDENTIALITY**

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Clients of the Orange County System of Care, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding specific Clients with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

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

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

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

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

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

A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period

for which they are prepared or 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 individual and/or consolidated Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by

CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"

**IX. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or placed on any such lists, by any federal department or agency.
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

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

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

1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change

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

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

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

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

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

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

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

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

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

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may



reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance.

#### **XI. DISPUTE RESOLUTION**

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

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

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

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

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

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

#### **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.

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

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

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

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

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

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

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

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

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

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

work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

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

#### H. REQUIRED COVERAGE FORMS

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

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

#### I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

all legal remedies.

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

U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

**XVI. INSPECTIONS AND AUDITS**

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Client records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or

making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

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

~~**XVII. LICENSES AND LAWS**~~

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

Amendment 3



## **XVII. COMPLIANCE WITH LAWS, FUNDING REQUIREMENTS AND LICENSES**

- A. CONTRACTOR represents and warrants that services to be provided under this Contract shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws and funding requirements applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph XV above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

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

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

D. Enforcement Of Child Support Obligations

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

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

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

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

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

### **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.

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

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

### **XIX. MAXIMUM OBLIGATION**

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract.

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

Removed via Amendment 3

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

~~A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance" paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals~~

~~providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.~~

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

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

Amendment 3



**XX. MINIMUM WAGE LAWS**

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

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

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

Replaced via Amendment 3



**XXI. NONDISCRIMINATION**

~~— A. EMPLOYMENT~~

~~— 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical~~

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

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

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

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

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

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

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

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

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

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

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

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

~~b. Throughout the problem resolution and grievance process, Client rights shall be maintained, including access to the COUNTY's grievance process at any point in the process.~~

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

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

~~E. RETALIATION—Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights~~

~~secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.~~

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

## XXI. NONDISCRIMINATION

### A. Employment

1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining Contract or other contract, or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. Services, Benefits And Facilities – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:
  1. Denying a Client or potential Client any service, benefit, or accommodation.
  2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
  3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
  4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.
  5. Assignment of times or places for the provision of services.
- C. Complaint Process – CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
  1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
  2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.



- D. Persons With Disabilities – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. Retaliation – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

## **XXII. NOTICES**

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

- 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR;
- 2. When faxed, transmission confirmed;
- 3. When sent by E-Mail; or
- 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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

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

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

**XXIII. NOTIFICATION OF DEATH**

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

**XXV. PAYMENT CARD COMPLIANCE**

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in

the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

Removed via Amendment 3

#### **XXVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

~~— C. CONTRACTOR's Participant records shall be maintained in a secure manner. CONTRACTOR shall maintain Participant records and must establish and implement written record management procedures.~~

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

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

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

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

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

**XXVII. Intentionally Omitted**

Amendment 3



**XXVII. RESEARCH AND PUBLICATION**

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

**XXVIII. REVENUE**

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

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

~~C. OTHER REVENUES CONTRACTOR shall charge for services, supplies, or facility use by~~

~~persons other than individuals or groups eligible for services pursuant to this Contract.~~

### **XXIX. 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.

### **XXX. 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](http://www.opm.gov).
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding mileage or parking).

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

of Client care.

- 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.
- 5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- 6. Providing inpatient hospital services or purchasing major medical equipment.
- 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
- 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Clients.

**XXXI. STATUS OF CONTRACTOR**

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

**XXXII. TERM**

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

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

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**XXXIII. TERMINATION**

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

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

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

C. CONTINGENT FUNDING

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

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

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

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

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2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of Contract

performance during the remaining Contract term.

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

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

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

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

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

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

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

**XXXIV. THIRD PARTY BENEFICIARY**

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

**XXXV. WAIVER OF DEFAULT OR BREACH**

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

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

THE CHRYSALIS CENTER



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

TITLE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

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

~~HEALTH CARE AGENCY~~  
DEPUTY PURCHASING AGENT

Original Contract  
Amendment No.2

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

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

DEPUTY

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

EXHIBIT A  
TO THE CONTRACT FOR PROVISION OF  
HOMELESS PREVENTION EMPLOYMENT PROGRAM SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
THE CHRYSALIS CENTER  
JULY 1, 2020 THROUGH JUNE 30, 2025

Replaced via Amendment 3

**I. COMMON TERMS AND DEFINITIONS**

~~A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Contract. The Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.~~

~~1. Access Point refers to the point of entry into the Coordinated Entry System for 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 Coordinator is a MHS, CSW, or MFT that provides mental health, crisis intervention and case management services to those Residents who seek services in the COUNTY-operated outpatient programs.~~

~~4. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Residents and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Resident in the assessment, determination of need and securing of adequate and appropriate living arrangements.~~

~~5. Client or Participant means an individual enrolled in CONTRACTOR's program for services under the Contract, who is at risk of homelessness or experiencing homelessness.~~

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

~~7. Continuum of Care (CoC) is 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. The CoC's plan includes action steps to end homelessness and prevent a return to homelessness.~~

~~8. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Participant(s) is the objective of a successful Outreach.~~

~~9. Homeless Management Information System (HMIS) refers to the local information technology system used to collect client-level data on the provision of housing and services to homeless individuals and families, as well as persons at risk of homelessness.~~

~~10. Housing Navigation is a community-based, solution-focused strategy that assists individuals with complex and frequently occurring issues that prevent them from accessing and maintaining stable housing.~~

~~11. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by the COUNTY for their program. This individual is also responsible for assisting Participants with applications to low income housing, housing subsidies, senior housing, etc.~~

~~12. HUD is the Department of Housing and Urban Development (HUD), a cabinet-level agency that oversees federal programs designed to help Americans with their housing needs. HUD seeks to increase homeownership, support community development and increase access to affordable housing free from discrimination.~~

~~13. Intake means the initial meeting between a Participant and CONTRACTOR's staff and includes an evaluation to determine if the Participant meets program criteria and is willing to engage in services.~~

~~14. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.~~

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

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

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

~~made contact with the referred service. Persons are referred to available housing resources and services in accordance with the policies and procedures approved by the CoC Board.~~

~~18. Service Planning Area (SPA) is a regional sector within the County. The three geographic regions are North, Central, and South County SPAs designed to improve service coordination and align resources among regional cities in Orange County.~~

~~19. Standards of Care refers to the standards approved by COUNTY for providing services to Participants. COUNTY may provide CONTRACTOR with COUNTY developed standards upon execution of, or during the term of, the Contract and update thereafter as necessary.~~

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

Amendment 3

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 housing units into a systematic resource targeting process designed to implement localized priorities for program participants. The CES covers the geographic area of the county and is regionally focused by Service Planning Areas, is easily accessed

by individuals and families seeking housing and services, and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

7. CES Community Queue refers to a list of eligible participants generated from a standardized assessment.

The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

service. Participants are referred to available housing resources and services in accordance with the policies and procedures approved by the CoC Board.

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

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

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

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

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 Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

Amendment No.3

|                      | PERIOD ONE<br>(FY 2020-2021) | PERIOD TWO<br>(FY 2021-2022) | PERIOD THREE<br>(FY 2022-2023) | PERIOD FOUR<br>(FY 2023-2024) | PERIOD FIVE<br>(FY 2024-2025) |
|----------------------|------------------------------|------------------------------|--------------------------------|-------------------------------|-------------------------------|
| <b>PROGRAM COSTS</b> |                              |                              |                                |                               |                               |
| Salaries             | \$223,814                    | \$217,955                    | \$217,955                      | \$229,824.00                  | \$226,696.00                  |
| Payroll Taxes        | \$18,466                     | \$16,674                     | \$16,674                       | \$19,041.00                   | \$18,782.00                   |
| Benefits             | \$30,447                     | \$38,098                     | \$38,089                       | \$33,863.00                   | \$36,340.00                   |

|                                 |           |           |           |             |             |
|---------------------------------|-----------|-----------|-----------|-------------|-------------|
| Program Administration and Data | \$27,273  | \$27,273  | \$27,273  | \$17,272.00 | \$18,182.00 |
| TOTAL MAXIMUM OBLIGATION        | \$300,000 | \$300,000 | \$300,000 | \$300,000   | \$300,000   |

Amendment No.1

|                                 | <u>PERIOD ONE</u>     | <u>PERIOD TWO</u>     | <u>PERIOD THREE</u>   | <u>TOTAL</u>          |
|---------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>PROGRAM COSTS</b>            |                       |                       |                       |                       |
| Salaries                        | <del>\$ 223,814</del> | <del>\$ 217,955</del> | <del>\$ 217,955</del> | <del>\$ 653,865</del> |
| Payroll Taxes                   | <del>\$ 18,466</del>  | <del>\$ 16,674</del>  | <del>\$ 16,674</del>  | <del>\$ 50,022</del>  |
| Benefits                        | <del>\$ 30,447</del>  | <del>\$ 38,098</del>  | <del>\$ 38,098</del>  | <del>\$ 114,294</del> |
| Program Administration and Data | <del>\$ 27,273</del>  | <del>\$ 27,273</del>  | <del>\$ 27,273</del>  | <del>\$ 81,819</del>  |
| <b>TOTAL GROSS COSTS</b>        | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |
| <b>REVENUE</b>                  |                       |                       |                       |                       |
| Net County Costs                | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |
| <b>TOTAL REVENUE</b>            | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |
| <b>TOTAL MAXIMUM OBLIGATION</b> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |

Original Contract

|                                 | <u>PERIOD ONE</u>     | <u>PERIOD TWO</u>     | <u>PERIOD THREE</u>   | <u>TOTAL</u>          |
|---------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>PROGRAM COSTS</b>            |                       |                       |                       |                       |
| Salaries                        | <del>\$ 217,955</del> | <del>\$ 217,955</del> | <del>\$ 217,955</del> | <del>\$ 653,865</del> |
| Payroll Taxes                   | <del>\$ 16,674</del>  | <del>\$ 16,674</del>  | <del>\$ 16,674</del>  | <del>\$ 50,022</del>  |
| Benefits                        | <del>\$ 38,098</del>  | <del>\$ 38,098</del>  | <del>\$ 38,098</del>  | <del>\$ 114,294</del> |
| Program Administration and Data | <del>\$ 27,273</del>  | <del>\$ 27,273</del>  | <del>\$ 27,273</del>  | <del>\$ 81,819</del>  |



~~Data~~

|                                     |                       |                       |                       |                       |
|-------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <del>TOTAL GROSS COSTS</del>        | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |
| <del>REVENUE</del>                  |                       |                       |                       |                       |
| <del>Net County Costs</del>         | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |
| <del>TOTAL REVENUE</del>            | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |
| <del>TOTAL MAXIMUM OBLIGATION</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 300,000</del> | <del>\$ 900,000</del> |

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program 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 will 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.

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

### III. PAYMENTS

|                             |
|-----------------------------|
| Replaced via<br>Amendment 3 |
|-----------------------------|

~~A. COUNTY shall pay CONTRACTOR monthly in arrears. Upon execution of the Contract, the provisional amount of \$25,000, for one month of services may be invoiced by CONTRACTOR and paid by COUNTY. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the~~

~~actual cost of providing the services, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations.~~

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

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

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

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

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

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

~~E. ADMINISTRATOR shall reconcile the provisional payment in the last three (3) months of the fiscal year by deducting no more than fifty percent (50%) of the provisional payment each month.~~

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

Amendment 3

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

A. COUNTY shall pay CONTRACTOR monthly in arrears. Upon execution of the Contract, the provisional amount of \$25,000, for one month of services may be invoiced at the beginning of the Period by CONTRACTOR and paid by COUNTY. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations.

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

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

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

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

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

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

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

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

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

#### **IV. REPORTS**

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR on forms provided by the ADMINISTRATOR.

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

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

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

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

##### **D. PROGRAMMATIC**

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month/quarter being reported unless otherwise specified. Programmatic reports will include the following:

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

- 1) outreach activities;

- 2) new and ongoing clients served;
- 3) transitional employment activity;
- 4) job placement outcomes; and
- 5) client job retention.

2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY, the Participants, and a commitment to quality services.

E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of participant-related services provided by, or under contract with, the COUNTY as identified in ADMINISTRATOR's P&Ps.

F. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

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

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate in a proactive manner and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and the Contract and Program Administrators; and
9. Act quickly to identify, report and solve problems.

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

#### ~~V. SERVICES~~

~~A. Scope of Services – CONTRACTOR shall perform all services set forth in the program description and shall be responsible for administering Homeless Prevention Employment Program (Program) funded with local funds, as described as follows, in a manner satisfactory to COUNTY and~~

~~consistent with any standards required as a condition of providing these funds.~~

~~1. Program Description: CONTRACTOR shall provide client outreach and engagement, job readiness and barrier removal services, job search assistance and support, transitional employment opportunities (as available), and job retention support, following the program design below:~~

~~a. Overview As part of COUNTY's effort to provide resources and support to individuals experiencing homelessness, as well as those who are unstably housed, and low income, CONTRACTOR shall provide employment services focused on assisting individuals to become ready for a job, securing a job, and retaining a job. CONTRACTOR shall work collaboratively with ADMINISTRATOR, County contractors, as well as partners throughout the Orange County CoC, to support regional efforts to prevent and address homelessness:~~

~~b. Outreach & Engagement CONTRACTOR shall work closely with ADMINISTRATOR and other agencies across the CoC to outreach to and engage potential Clients in employment services. Outreach shall include presentations at Homeless Service locations, including but not limited to Bridges at Kraemer Place in Anaheim and the The Yale Navigation Center in Santa Ana. CONTRACTOR shall coordinate with Homeless Service providers in order to hold presentations to staff members as well as program participants in the facilities. In addition, CONTRACTOR shall work with these partners to utilize space for meeting one on one with potential Clients to answer questions and engage them in CONTRACTOR services. CONTRACTOR shall also work with other agencies and programs in the CoC to best reach individuals experiencing homelessness and engage them in the services.~~

~~c. Employment Program CONTRACTOR shall host employment workshops and identify resources, businesses and enrichment programs to improve Clients' job search skills, self-confidence and employability. CONTRACTOR, through the provision of services, shall endeavor to instill in its Clients good work habits, the soft skills that are crucial to success in any work environment, and shall provide consistent encouragement to boost Client self-esteem while enrolled in the Program.~~

~~2. The three primary components to CONTRACTOR's Homeless Prevention Employment Program are Job Readiness Preparation, CONTRACTOR Enterprises, and Job Retention which shall include services as follows:~~

~~a. Job Readiness Preparation All incoming Clients entering CONTRACTOR's self-directed program, based on a self-sufficiency model, shall receive intensive support as each Client searches for work individually. Clients first attend an orientation and subsequent job preparation classes designed to reacquaint them with the working world.~~

~~b. Job Preparation classes shall cover basic instruction for pursuing, securing, and retaining employment as well as employment-related life skills tailored to Clients' specific needs. CONTRACTOR's services shall include, but not be limited to:~~

~~1) Assessment / Case Management: One on one meetings with an Employment Specialist to develop career goals and prepare job search strategies.~~

~~2) Job Search Workshops: Provide class instruction in completing job applications,~~

~~resume writing, practice interview sessions, computer skills training, and other job search tools.~~

~~3) Resources: Provide Clients access to phone banks, copiers, computer access, job leads, professional clothing and work shoes for interviews, transportation assistance funds, and hygiene items. CONTRACTOR will provide Resources using leveraged funding.~~

~~4) Transitional Job Opportunities: Paid transitional employment opportunities shall be offered by CONTRACTOR through its in-house Enterprises businesses in three areas: Chrysalis Contractor Works, Chrysalis Contractor Roads and Chrysalis Contractor Staffing.~~

~~5) Career Counseling: In tandem with class instruction, CONTRACTOR shall provide Client's case management and career counseling with an assigned Employment Specialist provided by CONTRACTOR. Employment Specialists shall formulate practical career plans with Clients, hone their work habits, and offer valuable encouragement to cultivate success on the job. Employment Specialists shall also refer Clients to resources and services within CONTRACTOR, as well as necessary services provided by partner agencies, such as temporary housing, substance abuse and health services, and education.~~

~~c. CONTRACTOR Enterprises – For those Clients who are unable to find employment through the self-directed program, CONTRACTOR shall offer paid transitional employment with its in-house CONTRACTOR Enterprises businesses to assist Clients in starting on the road to permanent, outside employment. Transitional employment shall deliver marketable experience and job skills and provide a closely supervised, supportive working environment that allows Clients to demonstrate themselves as reliable, capable workers.~~

~~1) Chrysalis Contractor Works: a professional street maintenance company, providing work experience in trash and recycling pick-up, landscaping, graffiti removal, hauling, and street sweeping.~~

~~2) Chrysalis Contractor Roads: a litter abatement and freeway maintenance business offering transitional employment to individuals re-entering from the criminal justice system.~~

~~3) Chrysalis Contractor Staffing: a temporary staffing agency that allows Clients to re-enter the job market through short term, full time, and part time work assignments in administrative office support, property management, and janitorial services, among others. The goal for temporary staffing assignments is that they shall lead to long term and permanent employment with the customer's company.~~

~~3. As the program was launched in Orange County in 2018, CONTRACTOR shall continue to build up contracts across these three enterprises to support the Program and the Clients served at the Orange County location. The number of job slots and work opportunities shall depend on the scale of business development CONTRACTOR can secure over time.~~

~~a. Job Retention – Once Clients have secured employment, CONTRACTOR shall provide ongoing job retention assistance for Clients to learn how to manage and maintain a job and further develop their career trajectory. During the Job Retention phase, CONTRACTOR's Employment Specialists shall meet one on one with newly employed Clients to formulate career goals and develop strategies for~~

attaining them. Through the program, Clients can gain long-term stability and make permanent personal and lifestyle changes.

~~4. Hours of Operation~~ Hours of operation are 8 a.m. – 5 p.m. Monday – Friday. Depending on future contracts and programming offered, activities may include earlier morning hours and later evening hours, plus weekend activities, as needed.

~~5. Target Population~~ While serving residents, including individuals experiencing homelessness, as well as those who are unstably housed and low income, CONTRACTOR shall target individuals experiencing homelessness in Orange County.

~~a.~~ For the purposes of the Program, a person is considered to be experiencing homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, or other shelters, or for reference as further defined in 24 CFR Part 576.2.

~~b.~~ CONTRACTOR shall target individuals experiencing homelessness by partnering with agencies in the CoC and by conducting outreach and engagement efforts as described in Paragraph V.A.(1)(b), above. CONTRACTOR shall report on all Clients entering the program by housing status, as well as referral source. CONTRACTOR will coordinate with COUNTY on other reportable data.

~~6. Use of Funds~~ Funds shall be used to provide contracted services, such as providing job readiness, job search supports and assistance, transitional employment (as available), business development, and job retention services. Said services and operations shall involve using funds to pay for personnel and direct Client support in order to provide people experiencing homelessness, at risk of homelessness and low income residents, a pathway to service connections, health care, housing and stability.

~~7. Performance Metrics~~ CONTRACTOR shall conduct outreach and engage individuals in the program described in the Scope of Services above. In doing so, CONTRACTOR shall work towards the following annual performance metrics:

| Outcome Metric                       | Measure |
|--------------------------------------|---------|
| Clients Served                       | 750     |
| Clients Securing Employment          | 250     |
| Job Retention (Working at 6 Months)  | 70%     |
| Job Retention (working at 12 months) | 50%     |

~~8. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.~~

Amendment No. 3





VI. SERVICES

A. Scope of Services - CONTRACTOR shall perform all services set forth in the program description and shall be responsible for administering Homeless Prevention Employment Program (Program) funded with local funds, as described as follows, in a manner satisfactory to COUNTY and consistent with any standards required as a condition of providing these funds.

1. Program Description: CONTRACTOR shall provide client outreach and engagement, job readiness and barrier removal services, job search assistance and support, transitional employment opportunities (as available), and job retention support, following the program design below:

a. Overview - As part of COUNTY's effort to provide resources and support to individuals experiencing homelessness, as well as those who are unstably housed, and low-income, CONTRACTOR shall provide employment services focused on assisting individuals to become ready for a job, securing a job, and retaining a job. CONTRACTOR shall work collaboratively with ADMINISTRATOR, County contractors, as well as partners throughout the Orange County CoC, to support regional efforts to prevent and address homelessness.

b. Outreach & Engagement - CONTRACTOR shall work closely with ADMINISTRATOR and other agencies across the CoC to outreach to and engage potential Clients in employment services. Outreach shall include presentations at Homeless Service locations, including but not limited to Bridges at Kraemer Place in Anaheim and The Yale Navigation Center in Santa Ana. CONTRACTOR shall coordinate with Homeless Service providers in order to hold presentations to staff members as well as program participants in the facilities. In addition, CONTRACTOR shall work with these partners to utilize space for meeting one-on-one with potential Clients to answer questions and engage them in CONTRACTOR services. CONTRACTOR shall also work with other agencies and programs in the CoC to best reach individuals experiencing homelessness and engage them in the services.

c. Employment Program – CONTRACTOR shall host employment workshops and identify resources, businesses and enrichment programs to improve Clients' job search skills, self-confidence and employability. CONTRACTOR, through the provision of services, shall endeavor to instill in its Clients good work habits, the soft skills that are crucial to success in any work environment, and shall provide consistent encouragement to boost Client self-esteem while enrolled in the Program.

2. The three primary components to CONTRACTOR's Homeless Prevention Employment Program are Job Readiness Preparation, CONTRACTOR Enterprises, and Job Retention which shall include services as follows:

a. Job Readiness Preparation - All incoming Clients entering CONTRACTOR's self-directed program, based on a self-sufficiency model, shall receive intensive support as each Client searches for work individually. Clients first attend an orientation and subsequent job-preparation classes designed to reacquaint them with the working world.

b. Job Preparation classes shall cover basic instruction for pursuing, securing, and

retaining employment as well as employment-related life skills tailored to Clients' specific needs. CONTRACTOR's services shall include, but not be limited to:

- 1) Assessment / Case Management: One-on-one meetings with an Employment Specialist to develop career goals and prepare job search strategies.
- 2) Job Search Workshops: Provide class instruction in completing job applications, resume writing, practice interview sessions, computer skills training, and other job search tools.
- 3) Resources: Provide Clients access to phone banks, copiers, computer access, job leads, professional clothing and work shoes for interviews, transportation assistance funds, and hygiene items. CONTRACTOR will provide Resources using leveraged funding.
- 4) Transitional Job Opportunities: Paid transitional employment opportunities shall be offered by CONTRACTOR through its in-house Enterprises businesses in three areas: Chrysalis Contractor Works, Chrysalis Contractor Roads and Chrysalis Contractor Staffing.
- 5) Career Counseling: In tandem with class instruction, CONTRACTOR shall provide Client's case management and career counseling with an assigned Employment Specialist provided by CONTRACTOR. Employment Specialists shall formulate practical career plans with Clients, hone their work habits, and offer valuable encouragement to cultivate success on the job. Employment Specialists shall also refer Clients to resources and services within CONTRACTOR, as well as necessary services provided by partner agencies, such as temporary housing, substance abuse and health services, and education.

c. CONTRACTOR Enterprises - For those Clients who are unable to find employment through the self-directed program, CONTRACTOR shall offer paid transitional employment with its in-house CONTRACTOR Enterprises businesses to assist Clients in starting on the road to permanent, outside employment. Transitional employment shall deliver marketable experience and job skills and provide a closely supervised, supportive working environment that allows Clients to demonstrate themselves as reliable, capable workers.

- 1) Chrysalis Contractor Works: a professional street maintenance company, providing work experience in trash and recycling pick-up, landscaping, graffiti removal, hauling, and street sweeping.
- 2) Chrysalis Contractor Roads: a litter abatement and freeway maintenance business offering transitional employment to individuals re-entering from the criminal justice system.
- 3) Chrysalis Contractor Staffing: a temporary staffing agency that allows Clients to re-enter the job market through short-term, full-time, and part-time work assignments in administrative office support, property management, and janitorial services, among others. The goal for temporary staffing assignments is that they shall lead to long-term and permanent employment with the customer's company.

3. As the program was launched in Orange County in 2018, CONTRACTOR shall continue to build up contracts across these three enterprises to support the Program and the Clients served at the

Orange County location. The number of job slots and work opportunities shall depend on the scale of business development CONTRACTOR can secure over time.

a. Job Retention - Once Clients have secured employment, CONTRACTOR shall provide ongoing job-retention assistance for Clients to learn how to manage and maintain a job and further develop their career trajectory. During the Job Retention phase, CONTRACTOR’s Employment Specialists shall meet one-on-one with newly employed Clients to formulate career goals and develop strategies for attaining them. Through the program, Clients can gain long-term stability and make permanent personal and lifestyle changes.

4. Hours of Operation - Hours of operation are 8 a.m. – 5 p.m. Monday – Friday. Depending on future contracts and programming offered, activities may include earlier morning hours and later evening hours, plus weekend activities, as needed.

5. Target Population - While serving residents, including individuals experiencing homelessness, as well as those who are unstably housed and low-income, CONTRACTOR shall target individuals experiencing homelessness in Orange County.

a. For the purposes of the Program, a person is considered to be experiencing homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, or other shelters, or for reference as further defined in 24 CFR Part 576.2.

b. CONTRACTOR shall target individuals experiencing homelessness by partnering with agencies in the CoC and by conducting outreach and engagement efforts as described in Paragraph V.A.(1)(b), above. CONTRACTOR shall report on all Clients entering the program by housing status, as well as referral source. CONTRACTOR will coordinate with COUNTY on other reportable data.

6. Use of Funds - Funds shall be used to provide contracted services, such as providing job readiness, job search supports and assistance, transitional employment (as available), business development, and job retention services. Said services and operations shall involve using funds to pay for personnel and direct Client support in order to provide people experiencing homelessness, at risk of homelessness and low-income residents, a pathway to service connections, health care, housing and stability.

7. Performance Metrics - CONTRACTOR shall conduct outreach and engage individuals in the program described in the Scope of Services above. In doing so, CONTRACTOR shall work towards the following annual performance metrics:

| Outcome Metric                        | Measure (Per Year) |
|---------------------------------------|--------------------|
| Clients Served (new and ongoing)      | 1,000              |
| Clients Served (new in contract year) | 650                |
| Clients Securing Employment           | 325                |

|                                      |     |
|--------------------------------------|-----|
| Job Retention (Working at 6 Months)  | 70% |
| Job Retention (Working at 12 months) | 50% |

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

**VII. STAFFING**

A. CONTRACTOR shall provide sufficient personnel staffing that will serve Clients’ needs and facilitate the operation of the Program. These personnel are anticipated to include Site Director, Employment Specialists, Client Services Coordinator, Client Services Administrator, Volunteer & Program Coordinator, Business Development Manager, Community Engagement Coordinator, and others as needed. These staff members will be based in Anaheim, but shall be supported by, and work in collaboration with staff at CONTRACTOR’s other established offices in the region.

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

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

Amendment 3



| <b>PERIOD FOUR (FY 2023-2024)</b>  |             |
|------------------------------------|-------------|
| <b>PROGRAM STAFF</b>               | <b>FTEs</b> |
| Senior Director of Client Services | 0.25        |
| Employment Specialist              | 0.35        |
| Employment Specialist              | 0.45        |
| Employment Specialist              | 0.17        |
| Employment Specialist              | 0.35        |
| Employment Specialist              | 0.40        |
| Community Engagement Coordinator   | 0.30        |
| Client Services Administrator      | 0.30        |

|  |             |
|--|-------------|
| Client Services Coordinator                  | 0.20        |
| Business Development Manager                 | 0.20        |
| Volunteer & Program Coordinator              | 0.20        |
| Sr. Operations Manager, Roads                | 0.15        |
| Director Of Operations, Staffing             | 0.20        |
| Sr. Operations Manager, Roads                | 0.20        |
| Assistant Vice President, Program Operations | 0.10        |
| Program Manager, Client Services             | 0.07        |
| Program Manager, Client Services             | 0.07        |
| <b>TOTAL FTEs</b>                            | <b>3.96</b> |

**PERIOD FIVE (FY 2024-2025)**

| <b>PROGRAM STAFF</b>                         | <b>FTEs</b> |
|--|-------------|
| Senior Director of Client Services           | 0.25        |
| Employment Specialist                        | 0.30        |
| Employment Specialist                        | 0.45        |
| Employment Specialist                        | 0.17        |
| Employment Specialist                        | 0.35        |
| Employment Specialist                        | 0.40        |
| Community Engagement Coordinator             | 0.30        |
| Client Services Administrator                | 0.30        |
| Client Services Coordinator                  | 0.15        |
| Business Development Manager                 | 0.15        |
| Volunteer & Program Coordinator              | 0.15        |
| Sr. Operations Manager                       | 0.15        |
| Director Of Operations, Staffing             | 0.20        |
| Sr. Operations Manager, Works                | 0.20        |
| Assistant Vice President, Program Operations | 0.10        |
| Program Manager, Client Services             | 0.07        |
| Program Manager, Client Services             | 0.07        |
| <b>TOTAL FTEs</b>                            | <b>3.76</b> |

Amendment No.1

|  |                 |
|--|-----------------|
| <del>PROGRAM STAFF</del>               | <del>FTEs</del> |
| <del>Site Director Orange County</del> | <del>0.25</del> |

|   |             |
|---|-------------|
| Employment Specialist                               | 0.45        |
| Employment Specialist                               | 0.45        |
| Employment Specialist                               | 0.17        |
| Employment Specialist                               | 0.45        |
| Employment Specialist                               | 0.45        |
| Community Engagement Coordinator                    | 0.30        |
| Client Services Administrator                       | 0.35        |
| Client Services Coordinator                         | 0.25        |
| Business Development Manager                        | 0.25        |
| Volunteer & Program Coordinator                     | 0.25        |
| Sr. Operations Manager                              | 0.20        |
| Director Of Operations, Staffing                    | 0.20        |
| Sr. Operations Manager, Works                       | 0.25        |
| <u>Assistant Vice President, Program Operations</u> | <u>0.16</u> |
| TOTAL FTEs  | 4.43        |

Original Contract

| PROGRAM STAFF                    | FTEs  |
|----------------------------------|-------|
| Site Director—Orange County      | -0.15 |
| Employment Specialist            | -0.25 |
| Employment Specialist            | -0.25 |
| Employment Specialist            | -0.25 |
| Employment Specialist            | -0.25 |
| Employment Specialist            | -0.25 |
| Community Engagement Coordinator | -0.20 |
| Client Services Administrator    | -0.24 |
| Client Services Coordinator      | -0.15 |
| Business Development Manager     | -0.20 |
| Volunteer & Program Coordinator  | -0.20 |
| Sr. Operations Manager           | -0.15 |
| Director Of Operations, Staffing | -0.15 |
| Sr. Operations Manager, Works    | -0.15 |
| TOTAL FTEs                       | -2.84 |

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

E. CONTRACTOR shall maintain personnel files for each employed staff member, including management 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.

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

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