

CONTRACT FOR PROVISION OF
YALE SHELTER OPERATOR SERVICES

BETWEEN
COUNTY OF ORANGE
AND

~~PATH~~ (PEOPLE ASSISTING THE HOMELESS) ~~PATH~~
NOVEMBER 17, 2020 THROUGH ~~JUNE 30, 2023~~ JUNE 30, 2024

Amendment
No. 7

THIS CONTRACT entered into this November 17, 2020 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and PATH (People Assisting the Homeless), 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~~ County Executive Office ~~of the COUNTY’s Health Care Agency~~ or an authorized designee (“ADMINISTRATOR”).

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W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Yale Shelter Operator Services described herein to individuals experiencing homelessness in 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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Amendment No. 4

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//REFERENCED CONTRACT PROVISIONS

Term: November 17, 2020 – ~~June 30, 2023~~ June 30, 2024

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Maximum Obligation: ~~\$18,000,000~~ \$24,500,000

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Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 847856390

CONTRACTOR TAX ID Number: 95-950196

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Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: PATH (People Assisting the Homeless)
340 N. Madison Ave.
Los Angeles, CA 9004

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I. ACRONYMS

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

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

AF.	FFS	Fee For Service
AG.	FSC	Family Solutions Collaborative
AH.	FTE	Full Time Equivalent
AI.	GAAP	Generally Accepted Accounting Principles
AJ.	HCD	California Department of Housing and Community Development
AK.	HCV	Housing Choice Voucher
AL.	HAP	Homeless, Housing, Assistance and Prevention
AM.	HCA	County of Orange Health Care Agency
AN.	HIV	Human Immunodeficiency Virus
AO.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
AP.	HOME	HOME Investment Partnership Program
AQ.	HMIS	Homeless Management Information System
AR.	HSC	California Health and Safety Code
AS.	LCSW	Licensed Clinical Social Worker
AT.	HUD	U.S. Department of Housing and Urban Development
AU.	MH	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.	PC	California Penal Code
BF.	PCI DSS	Payment Card Industry Data Security Standards
BG.	PHI	Protected Health Information
BH.	PII	Personally Identifiable Information
BI.	PRA	California Public Records Act
BJ.	PSC	Professional Services Contract System
BK.	PSH	Permanent Supportive Housing
BL.	RRH	Rapid Rehousing
BM.	SB	Senate Bill
BN.	SIR	Self-Insured Retention
BO.	SOCDIS	System of Care Data Integration System
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
AX.	WIC	Women, Infants and Children
BY.	YAB	Youth Advisory Board

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.

IV. INTENTIONALLY OMITTED

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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 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.~~

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 Participants of the Orange County Yale Operator Shelter Services Program, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants 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 Participants 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 a Cost Report to County no later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be

provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is 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. Service disruptions must be reported to COUNTY immediately and be approved in writing by the ADMINISTRATOR.

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.

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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.

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 \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (8 passengers or more)	\$5,000,000 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.

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.

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

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

C. AUDIT RESPONSE

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

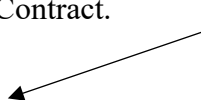
2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results.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

reimbursement due COUNTY.

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

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of 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.

Amendment No. 7



XVII. COMPLIANCE WITH LAWS, FUNDING REQUIREMENTS AND LICENSES

LICENSES AND LAWS

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.

~~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.~~

~~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.~~

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XVII. 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.

XVIII. MAXIMUM OBLIGATION

A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract is 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 funding for this Agreement.

XIX. 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 officers, agents, employees, affiliates and subcontractors (“Covered Individuals”) ~~Covered Individuals (as defined herein)~~ that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

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

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

XX. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for

employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.

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

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining 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 Participant or potential Participant any service, benefit, or accommodation.
2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.
3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a Participant 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 Participants through a written statement that CONTRACTOR's and/or subcontractor's Participants 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 Participants not able to resolve such problems at the point of service. Participants may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

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

b. Throughout the problem resolution and grievance and appeals process, Participant rights shall be maintained, including access to the COUNTY's grievance and appeals 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. 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.

XXII. 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.

XXIII. 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.

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XXIV. PARTICIPANT'S RIGHTS

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

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

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

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

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.

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.

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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 or 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 or 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.

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. 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.

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5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.

6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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 program-related mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant 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 CONTRACTOR 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 Participants outside of program Scope of Services.

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.

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.

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.

~~PATH~~ (PEOPLE ASSISTING THE HOMELESS) PATH

BY: _____

DATED: _____

TITLE: _____

BY: _____

DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____

DATED: _____

~~HEALTH CARE AGENCY~~ DEPUTY PURCHASING AGENT

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
 CONTRACT FOR PROVISION OF
 YALE SHELTER OPERATOR SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
PATH (PEOPLE ASSISTING THE HOMELESS) **PATH**
 NOVEMBER 17, 2020 THROUGH ~~JUNE 30, 2023~~ JUNE 30, 2024

Amendment
No. 6

Amendment
No. 6

I. COMMON TERMS AND DEFINITIONS

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

1. Client or Individual means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, individuals who are experiencing homelessness.

2. 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.

3. 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.

4. Data Collection System means software designed for collection, tracking and reporting outcomes data for Consumers enrolled in the Emergency Shelter Program.

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

6. 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.

7. 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.

8. 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.

9. WRAP means Wellness Recovery Action Plan and refers to a Consumer self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

II. BUDGET

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

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>PERIOD 4</u>
ADMINISTRATION COSTS				
Indirect	\$386,017	\$579,026	\$579,026	\$700,132
SUBTOTAL ADMINISTRATION COSTS				
	\$386,017	\$579,026	\$579,026	\$700,132
PROGRAM COSTS				
Salaries	\$1,654,834	\$2,135,000	\$2,292,250	\$2,972,164
Benefits	\$446,805	\$448,000	\$520,208	\$713,319
Services and Supplies	\$1,758,536	\$3,207,262	\$2,977,804	\$2,414,385
Start-up Costs	\$950,000	\$0	\$0	\$0
SUBTOTAL PROGRAM COSTS				
	\$4,810,175	\$5,790,262	\$5,790,262	\$6,099,868
TOTAL GROSS COSTS				
	\$5,196,192	\$6,369,288	\$6,369,288	\$6,800,000

Amendment No.7

	PERIOD 1	PERIOD 2	PERIOD 3	TOTAL
ADMINISTRATION COSTS				
Indirect	\$386,017	\$579,026	\$579,026	\$1,544,069
SUBTOTAL				
ADMINISTRATION COSTS	\$386,017	\$579,026	\$579,026	\$1,544,069

Amendment No.6

PROGRAM COSTS				
Salaries	\$1,654,834	\$2,135,000	\$2,292,250	\$6,082,084
Benefits	-\$446,805	\$448,000	\$520,208	\$1,415,013
Services and Supplies	\$1,758,536	\$3,207,262	\$2,977,804	\$7,943,602
Start-up Costs	-\$950,000	\$0	\$0	\$950,000
SUBTOTAL PROGRAM COSTS	\$4,810,175	\$5,790,262	\$5,790,262	\$16,390,699
TOTAL GROSS COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768

Amendment No.5

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
ADMINISTRATION COSTS				
Indirect	\$386,017	\$579,026	\$579,026	\$1,544,069
SUBTOTAL ADMINISTRATION COSTS	\$386,017	\$579,026	\$579,026	\$1,544,069

PROGRAM COSTS				
Salaries	\$1,654,834	\$2,135,000	\$2,302,250	\$6,092,084
Benefits	\$446,805	\$448,000	\$600,208	\$1,495,013
Services and Supplies	\$1,758,536	\$3,207,262	\$2,887,804	\$7,853,602
Start-up Costs	\$950,000	\$0	\$0	\$950,000
SUBTOTAL PROGRAM COSTS	\$4,810,175	\$5,790,262	\$5,790,262	\$16,390,699
TOTAL GROSS COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768

Amendment No.3

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
ADMINISTRATION COSTS				
Indirect	\$386,017	\$579,026	\$579,029	\$1,544,069
SUBTOTAL ADMINISTRATION COSTS	\$386,017	\$579,026	\$579,026	\$1,544,069

PROGRAM COSTS				
Salaries	\$1,654,834	\$2,135,000	\$2,482,250	\$6,272,084
Benefits	\$446,805	\$448,000	\$670,208	\$1,565,013

Services and Supplies	\$1,758,536	\$3,207,262	\$2,637,804	\$7,603,602
Start-up Costs	\$950,000	\$0	\$0	\$950,000
SUBTOTAL PROGRAM COSTS	\$4,810,175	\$5,790,262	\$5,790,262	\$16,390,699
TOTAL GROSS COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768

Original Contract

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
PROGRAM COSTS				
Salaries	\$1,654,834	\$2,482,250	\$2,482,250	\$6,619,334
Benefits	\$446,805	\$670,208	\$670,208	\$1,787,221
Services & Supplies	\$1,758,536	\$2,637,804	\$2,637,804	\$7,034,144
Administration	\$386,017	\$579,026	\$579,026	\$1,544,069
Start-up Costs	\$950,000	\$0	\$0	\$950,000
SUBTOTAL PROGRAM COSTS				
COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768
TOTAL GROSS COSTS	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768
TOTAL REVENUE	\$5,196,192	\$6,369,288	\$6,369,288	\$17,934,768
TOTAL MAXIMUM OBLIGATION				

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

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type

of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP, and Medicare regulations. The Consumer eligibility determination and fee charged to and collected from Consumers, together with a record of all billings rendered and revenues received from any source, on behalf of Consumers treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears. Upon execution of the Contract, the provisional amount of \$530,774, for one month of service may be invoiced by CONTRACTOR and paid by COUNTY, ~~at the provisional amount of \$530,774 per month for Period One, and \$530,774 per month for Period Two and Period Three. In addition, the start-up funds shall be paid in full upon execution of the Contract. Any unspent any portion of the start-up CARES Grant funds received under this Agreement to cover Eligible Expenses by December 30, 2020, shall be returned to the County by February 1, 2021 the amount remaining unspent as of December 30, 2020.~~ Contractor agrees that all payments are interim payments only, and subject to auditing by County and/or other regulatory body with auspices over ~~CARES Act~~ ARPA funding and maybe subject to recoupment in the event said expenditures cannot be substantiated by source documentation collected and maintained by Contractor, to include but not be limited to receipts, purchase orders, ledgers, books, check stubs, invoices, records, etc. confirming expenses incurred and paid out (expended). Lack of supporting source documentation of any expenditure claimed to County and reimbursed to Contractor under this Agreement shall be immediately subject to recoupment by County. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

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

E. 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 Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

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

IV. REPORTS

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

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include total bed days, DSH and

number of Clients by program. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

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

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

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special incidents shall include, but are not limited to, Consumer's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior including arrests with or without conviction, positive test results for substance abuse from urine screenings, or any other incident which may expose COUNTY or CONTRACTOR to liability.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports

Paragraph of this Exhibit A to the Agreement.

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The Yale Navigation Center located at 2229 South Yale Street, Santa Ana, will provide emergency shelter services for up to 425 men, women, transgender and non-confirming participants, in addition to serving couples, experiencing homelessness in the Central Service Planning Area. The Yale Navigation Center will include a multi-service center that provides supportive and stabilizing services that meet the complex need of participants. The Yale Navigation Center will provide a trauma informed, and evidence-based sheltering program that re-integrates participants back into the community through case management and linkage to permanent housing.

b. Contractor shall perform all services set forth in the program description and will be responsible for administering program funded with federal, state and local funds, described as follows, in a manner satisfactory to the County and consistent with any required funding standards. All work shall be performed in accordance compliance with all latest applicable codes, standards, and regulations and guidelines established within the County of Orange’s Standards of Care for Emergency Shelters. The Contractor of the Yale Navigation Center shall:

1) Enter into a three (3) year operational Contract with the County to operate and provide services associated with the Yale Navigation Center.

2) Enter into a lease agreement with the County for the Yale Navigation Center. The lease shall be for three (3) years with two (2) one-year extension periods on the same terms and conditions of the lease unless the County or Contractor gives the other written notice of its intention to not extend the lease.

3) Leverage County funds with other private funding and/or resources for operations and may also include services received on an in-kind basis by Contractor and/or other community partners.

2. Program Description Summary

a. Contractor will provide trauma informed emergency shelter services with an emphasis on shelter stabilization and support services to permanent housing. The operator will be responsible for direct service engagement in addition to mobilizing and leveraging community programs through the use of co-location partnerships to meet the stabilization and housing goals for participants. Yale Navigation Center will operate in accordance with the County’s Standards of Care, a comprehensive set of administrative, operational and facility based standards designed to support the quality and consistency of program operations, evidence based participant services, core organizational/administrative functions, and facility design/operations.

3. Eligible Population to be Served

a. The target population for Yale Navigation Center will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

Additionally, individuals seeking shelter in the Central Service Planning Area will require a referral to the Yale Navigation Center through the Bed Reservation System and be screened for the program eligibility prior to enrollment at the Yale Navigation Center. The process ensures a bed is available and determine if the individual is appropriate for the program.

4. Referrals and Bed Reservations

a. Referrals to the Yale Navigation Center will be made utilizing the Homeless Management Information System (HMIS) Bed Reservation System. Individuals seeking shelter will be screened for open felony warrants and status as a registered sex offender during the referral process.

5. Use of Funds

a. The funds allocated to the Contractor through this contract will support the provision of emergency shelter services and enhanced supportive services to increase linkages to permanent housing. The funds for this contract may include federal, state and local funds which eligible activities would align with the provision of services and operations of the Yale Navigation Center.

6. Reporting

a. Contractor is required to submit reporting on daily, weekly and monthly basis in a form acceptable to the County. The reporting shall support the County in evaluating the Contractor’s performance as it related to participant data, program linkages and units of services.

Contractor will be required to utilize the Homeless Management Information System to comply with HUD’s data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals at the Yale Navigation Center.

B. PROGRAM DESCRIPTION

1. The Yale Navigation Center will provide trauma informed emergency shelter services with an emphasis on shelter stabilization and support services to permanent housing. The Yale Navigation Center will play an integral component to developing vital infrastructure for the Orange County Homeless System of Care and providing individualized services to meet the complex needs of those experiencing homelessness.

2. The Yale Navigation Center will include a multi-service center that supports the complex needs of participants by providing on-site supportive and stabilizing services. This includes engaging participants in a meaningful and professional manner in mutually developing individualized service/housing plans with the goal of permanent housing. The Contractor will be responsible for direct service engagement in addition to mobilizing and leveraging community programs through the use of co-location partnerships to meet the stabilization and housing goals for participants. The Contractor is to provide a trauma informed, and evidence-based sheltering program that re-integrates participants back

into the community through case management and linkage to permanent housing.

3. The Yale Navigation Center is located at 2229 S. Yale Street, Santa Ana, California. The Yale Navigation center is designed to support up to 425 adult individuals and couples, in which each bed will have a trauma informed design for privacy and safety. The facility for the Yale Navigation Center includes a path to travel for all beds and has been designed to support access for persons with disabilities. However, there will be 26 beds specifically designed to accommodate for persons with disabilities in all sleeping sections.

C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

The target population for Yale Navigation Center will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final Rule on “Defining Homeless” (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

1. Category 1: Literally Homeless

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

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

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

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

2. Category 4: Fleeing/Attempting to flee Domestic Violence

a. Any individual who:

1) Is fleeing, or is attempting to flee, domestic violence

2) Has no other residence; and

3) Lacks the resources or support networks to obtain other permanent housing

3. Additionally, to meeting the homelessness definition as described above, individuals seeking shelter in the Central Service Planning Area will be screened for open felony warrants and status as a registered sex offender. If an individual has an open felony warrant(s) or is a registered sex offender, they will not be eligible for this program.

4. The Yale Navigation Center will have beds reserved for individuals experiencing homelessness who are participants of the County of Orange’s Health Care Agency Adult and Older Behavioral Health (HCA AOABH.) These participants will be identified by HCA AOABH and will be individuals’ who are diagnosed with a serious and persistent mental illness and receive mental health services.

D. DESCRIPTION OF SERVICES

The Contractor will be responsible for the day-to-day operations of the Yale Navigation Center, on an ongoing basis the Contractor will:

1. Operate the Yale Navigation Center 24 hours a day, seven days a week, 365 days a year and must provide bed management services for current participants at all times.
2. Provide routine supportive services, at a minimum, Monday through Sunday from 8:00 a.m. to 5:00 p.m. Weekend and evening hours will be necessary, and Contractor shall modify the hours of operation to include any additional weekend hours in order to meet participants' needs as required.
3. Execute the following core operational activities and responsibilities for the Yale Navigation Center:
 - a. Incorporate best and evidenced-based practices, including Housing First, trauma-informed care and harm reduction.
 - b. Execute shelter services that provide stability and safety for participants, staff, co-located community service providers and volunteers.
 - c. Facilitate connections to healthcare needs, benefits, and behavioral health services.
 - d. Provide weekly case management to support mutually developed and individualized service/housing plans to facilitate exits to permanent housing and/or an appropriate higher level of care.
 - e. Develop and operationalize a robust network of wrap around services including co-location of services leveraged from community based program partnerships and volunteer organizations.
 - f. Maintain programmatic accessibility for all participants ensuring full inclusion of services within the shelter.
 - g. Develop and execute a referral network plan that accounts for the organized receipt of participants from the Central Service Planning Area in addition to executing a transportation plan that meets the needs of the participants being referred in. Transportation plans must accommodate to a no walk up or walk out model.
 - h. Develop and execute a good neighbor policy that supports the surrounding area and community by being responsive to community concerns, providing education, and engaging stakeholders to ensure the good neighbor policy balances the needs of the surrounding community and the individualized needs of participants residing in the shelter. The Good Neighbor Policy shall include quarterly community feedback meetings led by the provider, identified staff to respond to outreach concerns in the defined good neighbor zone, and an email address and phone number to be distributed to the community for questions and concerns about operations.
4. Execute all items within the County of Orange's Standards of Care for Emergency Shelters. The County's Standards of Care provide a comprehensive set of administrative, operational, facility-based standards designed to support the quality, and consistency of program operations, evidence based participant services, core organizational/administrative functions, and facility design/operations.
5. Keep and maintain the Facility and any and all improvements now or hereafter constructed and installed on the Facility in good order, condition and repair and in a safe and sanitary condition and

in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling-mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the Facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

E. OPERATIONS OF YALE NAVIGATION CENTER

1. Administrative Responsibilities

a. Staffing and Program Oversight

1) Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Yale Navigation Center. The plan should include staffing, volunteers, meals, security, janitorial and supportive services.

2) The Program Director shall be directly responsible for the management and supervision of the program. A program Director or equivalent shall be “on call” to appropriately respond to County Program Manager and related staff for emergencies. An emergency contact list will be maintained and distributed to include 24-hour emergency phone numbers.

b. File Maintenance and Documentation

1) Operator shall prepare all applicable files and perform all administrative management tasks, as indicated in the Standards of Care.

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

3) Records providing a full description of each activity undertaken;

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

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

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

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

2. Site Management Responsibilities

a. Provide supervision of participants including intake, registration, access to shelter services and amenities including sleeping areas, laundry, medical, and the scheduling of meals, showers, and other personal services as needed.

b. Provide trained security personnel for the safety of participants and staff and develop Security Plan for the Yale Navigation Center. Security Plan will be reviewed and approved by the County. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, reinforcing the good neighbor policy, etc.

c. Provision of janitorial services to clean and disinfect all areas of the facility including all areas utilized by participants, shelter, multi-service center, and office space and keep a schedule for regular facility maintenance and cleaning.

3. Program Administration

a. Participation in the Homeless Management Information System (HMIS) is required for the Yale Navigation Center. HMIS participation will support the Contractor in complying with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless.

1) Contractor must comply with all applicable policies and procedures for the Orange County HMIS.

2) Contractor must implement and utilize live bed reservation module with HMIS to track utilization and report availability.

b. Coordinated Entry System (CES) streamlines access and referral to services and housing using standardized tools and practices ensuring that all people experiencing a housing crisis have fair and equal access and prioritizes homeless assistance for those with the most severe needs. CES is a requirement of this contract.

1) Contractor must comply with all applicable procedures for the Orange County CES, based on their identified role as an Access Point or CES Participating Agency.

2) Contractor must accept referrals and/or matches from the Orange County CES, in accordance with any guidance or policies set forth by the Office of Care Coordination and/or Orange County CoC.

c. Case Management provided by the Contractor will assess the participants' needs at program intake, develop Individual Service Plans (ISPs) to identify housing and health goals, and navigate public and private systems to access critical resources (e.g., eligible benefits, medical homes, and identification). Contractor will follow a Housing First approach that prioritizes permanent homes followed by access to voluntary supportive services such as medical and mental healthcare, substance use services, benefits assistance, and legal aid, which promote long-term stability.

1) Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested

by the participant, to ensure the safety and wellbeing of the participant.

2) Case managers will be responsible for regularly tracking beds, property, pets, medication and case management needs.

d. Contractor will provide financial stability services to participants. This will include workforce re-entry via Individual Employment Plans (IEPs), job training and linkage services, resume building and interview practice workshops, job retention services, and financial literacy. Additionally, Contractor will help participants for public benefits by helping determine eligibility, complete paperwork, and make and attend appointments.

e. Contractor will coordinate supportive and stabilizing services for the multi-service center that supports the complex needs of participants at the Yale Navigation center. These supportive services should include housing linkages, case management, medical and mental healthcare, employment training, benefits advocacy, and other services to help individuals experiencing homelessness secure and stably maintain their homes.

1) Contractor will leverage expansive provider partnerships to ensure our clients have the resources and supportive services they need to succeed in permanent housing. These partnerships may be formalized through a Memorandum of Understanding outlining expectations and services to be provided.

f. Contractor will develop and implement a pet policy that accommodates participants with pets. The pet policy should detail the participants' responsibilities related to the handling and caring of the pet.

g. Contractor will also provide essential facility services to participants that promote stability such as mail services, laundry services, telephone access, janitorial services, routine maintenance, utilities, etc.

4. Good Neighbor Policy

a. The Contractor must foster strong community engagement and implement a good neighbor policy that support the long-term success of the Yale Navigation Center. Contractor will have an associate director of Community Engagement to implement a four-phase, community-based process to assess needs and expectations:

1) Phase One: Engages key stakeholders (i.e., governments, service providers, neighborhood councils and leaders, faith groups, and first responders).

2) Phase Two: Contractor will conduct listening campaign to hear the community members' thoughts, look for common goals, and set realistic expectations.

3) Phase Three: Contractor will involve formal community meetings to present the project, facilitate a Question and Answer session.

4) Phase Four: Contractor will form a community forum and communications plan for ongoing engagement. The associate director will continue to engage with stakeholders, and attend community meetings.

b. As part of the implementation of the Good Neighbor Policy, the Contractor will:

1) Establish communication and coordination with Neighborhood, Businesses, City of Santa Ana and Public. This may include establishing webpage where all Yale Navigation Center related information and Frequency Asked Questions that provide answers to community concerns.

2) Establish communication and coordination with local police and fire departments to support the program implementations and operations of the Yale Navigation Center.

3) Establish a neighborhood patrol to monitor the surrounding area to control issues of loitering, encampments, unauthorized parking of participant vehicles in the neighborhood, abandoned property, and other blight.

a) Neighborhood patrols will be conducted daily for the first three months of operations and three times weekly thereafter.

b) Neighborhood patrols that identify issues related to Yale Navigation Center are to be addressed by the Contractor.

c) The surrounding area for the purposes of neighborhood patrols is defined as west of Fairview, north of Warner to Centennial Park, and east of Harbor and the Santa Ana riverbed.

d) Create a phone number and email for questions and concerns in the surrounding community.

4) Work with street outreach providers and law enforcement to engage individuals experiencing homelessness within the surrounding area to connect them to available emergency shelter beds and other supportive services.

5. Transportation Plan

a. The Contractor will provide transportation to and from the Yale Navigation Center from specified pick-up/drop-off points coordinated with the County. A minimum of three designated pick-up/drop-off locations will be identified with ample geographic range for participants to effectively connect to transit hubs.

b. The policies for travel to and from the Yale Navigation Center will be designed to support participant needs and minimize potential impact on the adjacent residential neighborhood and businesses. The Contractor will provide weekly trips to DMV, government services, community-based programs, transit hubs, and other community resources. Pedestrian and bicycle access to and from the Yale Navigation Center will not be permitted.

c. The Contractor will establish and submit to the County policies and procedures for the following transportation measures:

- 1) Transportation Flow On and Off Property
- 2) Bus and Shuttle Transportation Services
- 3) Personal Vehicle Transportation and Parking
- 4) Staff Transportation of Participants
- 5) Delivery of Shelter Goods and Community Donations

d. The Yale Navigation Center will only provide onsite parking to the Contractor staff, supportive services providers, volunteers and a limited number of participants. The Contractor establish a tracking mechanism for all vehicles parked onsite, which at minimum includes the license plate and owner's name. Participants who wish to park their vehicles onsite will have to provide additional documentation related to vehicle registration, valid driver's license and insurance.

F. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this contract, and ensure a shelter flow that prioritizes participant housing goals and exits to permanent housing.

a. Occupancy: Contractor will maintain an average occupancy of 95% or above.

b. Of the Participants enrolled in the program during the reporting period, 90% of participants will be connected to the CES within 30 days of program enrollment. Connected to the CES at minimum includes a program enrollment; however, the goal is to get program participants in the community queue within 10 days of shelter entry or as fast as possible.

c. Exits to permanent housing: A minimum of 30% of all participants exit to a permanent housing destination upon shelter program exit.

d. Services: A minimum of 95% of all participants will engage in the development of service/housing plans to include housing, medical, behavioral health, benefits, and/or employment services.

e. On an annual basis, at minimum, the Program must solicit participant feedback to assess Program operation changes to better support and meet the needs of Participants and evaluate how to best meet the above outlined performance outcomes. Methods for receiving Participant feedback can include exit interviews, surveys, focus groups and program meetings.

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

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

G. REPORTING REQUIREMENTS

1. Contractor is required to submit reporting on daily, weekly and monthly basis in a form acceptable to the County. Monthly reports will be due by the tenth (10) day of the following month of services rendered, unless otherwise approved by County. The reporting shall support the County in evaluating the Contractor's performance as it related to participant data, program linkages and units of services, as well as engagements in support of the Good Neighbor Policy. Contractor will be required to

utilize the Homeless Management Information System to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals at the Yale Navigation Center. Contractor must provide a minimum of one (1) performance report for the Yale Navigation Center for a period no less than twelve (12) months as a condition of funding.

VI. STAFFING

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

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
 2. Maximize the use of the allocated funds;
 3. Ensure timely and accurate reporting;
 4. Maintain appropriate staffing levels;
 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position. All staff should complete training as detailed within the County of Orange Standards of Care For Emergency Shelters.
 6. Ensure staff are not on any formal or informal supervision;
 7. Effectively communicate and monitor the program for its success;
 8. Maintain communication between the CONTRACT key staff and Program Administrators;
- and,
9. Act quickly to identify and solve problems.

B. Staff shall be available on site, seven (7) days per week for each site(s). Staffing pattern shall provide for at least four (4) staff member to be on duty and awake twenty-four (24) hours a day, seven (7) days a week, unless otherwise approved by the ADMINISTRATOR. Staff shall be available during normal working hours.

C. Staff shall ensure that all program sites are well maintained, hazard free, and food is supplied.

D. Experience with the target population is preferred. Staff should be trained to recognize signs of decompensation and be prepared to provide the appropriate level of intervention as needed.

E. One (1) or more staff will work with the participants to apply for available housing units. The staff should work closely with any Housing Navigators working with the target population, and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as developing housing leads, identifying landlords willing to work with the population, creating suitable

housing options from available stock, working with landlords to develop positive relationships, assisting participants to be document ready for housing interviews, and assisting with transportation for housing search purposes. Staff will meet with property managers, coach residents to be successful when meeting with potential property managers, and prepare them for moving into a unit. Staff may also work to develop shared housing options for participants. Staff will work in collaboration with the participants' assigned case manager to ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to -twenty-five (25) Clients per case manager at any given time.

F. If participants are not connected to supportive services, one (1) or more support staff will assist the participants with linkage to supportive services.). This includes assisting Case Managers, whom will obtain records needed for benefits acquisition. Staff will also assist with all housing search activities as described above.

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

Position Title	Number of FTEs
Director	1.00
Associate Director - Clinical	1.00
Associate Director – Shelter Operations	1.00
Program Manager - Clinical	1.00
Program Manager - Operations	1.00
Lead Case Manager - Clinical	1.00
Lead Case Manager	1.00
Case Manager - Clinical	4.00
Substance Abuse Counselor	1.00
Case Manager	15.00
Safety Support Associate	8.00
Operations Associate	1.00
Head Chef	1.00
Cook	6.00
Transportation Specialist	5.00
Safety Support Coordinator (Security)	2.00
Quality Assurance Specialist	1.00
Community Affairs Specialist	1.00
Community Affairs Associate	1.00

Amendment No. 7

Staffing total

53.00

Amendment No. 2



PROGRAM	FTEs
Shelter Director	1.00
Associate Director - Clinical Supervisor	1.00
Associate Director - Community Engagement	1.00
Clinical Program Manager	1.00
Lead Clinical Case Manager	1.00
Lead Case Manager	1.00
Clinical Case Manager	7.00
Substance Abuse Counselor	2.00
Intake Specialist	2.00
Case Manager/Shelter Monitor	17.00
Operations Associate	1.00
Culinary Lead	1.00
Cook	6.00
Transportation Specialist	5.00
Quality Assurance Specialist	1.00
Volunteer Coordinator	1.00
Security Manager	2.00
Procurement Specialist	.25
SUBTOTAL PROGRAM	51.25
TOTAL FTEs	51.25

Amendment No. 1



PROGRAM	FTEs
Shelter Director	1.00
Associate Director - Clinical Supervisor	1.00
Associate Director - Community Engagement	1.00
Clinical Program Manager	1.00
Lead Clinical Case Manager	1.00
Lead Case Manager	1.00
Clinical Case Manager	7.00
Substance Abuse Counselor	2.00
Intake Specialist	2.00

Case Manager/Shelter Monitor	17.00
Operations Associate	1.00
Culinary Lead	1.00
Cook	6.00
Transportation Specialist	7.00
Quality Assurance Specialist	1.00
Volunteer Coordinator	1.00
Security Manager	1.00
SUBTOTAL PROGRAM	52.25
TOTAL FTEs	52.25

<u>PROGRAM</u>	<u>FTEs</u>
Shelter Director	1.00
Associate Director-Clinical Supervisor	1.00
Associate Director-Community Engagement	1.00
Clinical Program Manager	1.00
Lead Clinical Case Manager	1.00
Lead Case Manager	1.00
Clinical Case Manager	8.00
Substance Abuse Counselor	2.00
Intake Specialist	2.00
Case Manager/Shelter Monitor	17.00
Operations Associate	1.00
Culinary Lead	1.00
Cook	6.00
Transportation Specialist	7.00
Quality Assurance Specialist	1.00
Volunteer Coordinator	1.00
Procurement Specialist	.25
SUBTOTAL PROGRAM	52.25
TOTAL FTEs	52.25

Original Contract

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

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

Amendment No. 7

EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
YALE SHELTER OPERATOR SERVICES
BETWEEN
COUNTY OF ORANGE

AND
~~PATH~~ (PEOPLE ASSISTING THE HOMELESS) ~~PATH~~
NOVEMBER 17, 2020 THROUGH ~~JUNE 30, 2023~~ JUNE 30, 2024

Amendment
No. 7

I. LEASEHOLD TERMS

A. DEFINITIONS (AMA 2.1 S)

The following words in this Exhibit B have the significance attached to them in this clause unless otherwise apparent from context:

1. Board of Supervisors: means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.
2. County Executive Officer: means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to CONTRACTOR, such other person or entity as shall be designated by the Board of Supervisors.
3. County Executive Office (CEO): County of Orange Officer, or designee, or upon written notice to CONTRACTOR, such other person or entity as may be designated by the County Executive Officer or Board of Supervisors.
4. Risk Manager: means the Manager of County Executive Office, Risk Management, County of Orange, or upon written notice to CONTRACTOR, such entity as shall be designated by the County Executive Officer.
5. Service Agreement: means that certain agreement between the Parties for the provision and operation of the Yale Navigation Center, to which this is Exhibit B.

B. PREMISES (AMA 3.1 N)

County hereby leases the property located at 2229 South Yale Street, Santa Ana to CONTRACTOR for the operation of the Yale Navigation Center (hereinafter referred to as "Premises").

The Premises also includes exclusive use of driveways for vehicle ingress and egress, pedestrian

walkways, parking lot and other facilities and common areas appurtenant to the Premises.

C. LIMITATION OF THE LEASEHOLD (AMA 5.1 S)

This Exhibit B and the rights and privileges granted CONTRACTOR in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Exhibit B, Contract or in any document related hereto shall be construed to imply the conveyance to CONTRACTOR of rights in the Premises which exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or COUNTY's interest herein. CONTRACTOR acknowledges that CONTRACTOR has conducted a complete and adequate investigation of the Premises and that CONTRACTOR has accepted the Premises in its "as is" condition, though such is not a waiver of any of COUNTY's obligations set forth herein obligations.

D. PARKING (N)

Throughout the term of this Contract, CONTRACTOR shall have free, exclusive, and in-common use, twenty-four (24) hours per day, of parking spaces and access to Americans with Disability Act parking spaces in the parking lot located adjacent to the Premises.

E. USE (N)

CONTRACTOR'S use of the Premises shall be exclusively for providing a year-round emergency shelter and navigation center services and general office purposes associated with the Shelter operations pursuant to the Service Agreement, and other ancillary uses as approved by the Director.

CONTRACTOR agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises without the prior written approval of the Director. CONTRACTOR further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Premises, not to commit or permit to be committed any waste within the Premises, and to comply with all governmental laws and regulations in connection with the Premises.

NO ALCOHOLIC BEVERAGES SHALL BE SOLD OR CONSUMED WITHIN THE PREMISES.

F. CONSTRUCTION AND/OR ALTERATION BY CONTRACTOR (AMD2.1 S)

1. COUNTY's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of the Director. Notwithstanding the foregoing, CONTRACTOR shall submit its initial space plan for Director's approval prior to CONTRACTOR's occupancy. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the Director as a condition to granting such consent, shall be conditions hereof as though originally stated herein.

2. Strict Compliance with Plans and Specifications. All improvements constructed by CONTRACTOR within the Premises shall be constructed in strict compliance with detailed plans and specifications approved by the Director, and in accordance with all applicable laws and regulations.

G. OWNERSHIP OF IMPROVEMENTS AND EQUIPMENT (AMD 6.2 N)

1. All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Premises by CONTRACTOR must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of this Contract or upon earlier termination hereof. COUNTY retains the right to require CONTRACTOR, at CONTRACTOR's cost, to remove any or all CONTRACTOR improvements located within, upon, under, or above the Premises at the expiration or termination hereof.

2. Any equipment placed within the Premises by CONTRACTOR or a CONTRACTOR subtenant, not wholly owned by CONTRACTOR or a CONTRACTOR subtenant shall not provide as a remedy for default in the contract applicable to said equipment an option for a creditor or similar entity, to enter the Premises to remove said equipment. CONTRACTOR shall include in any sublease a requirement for any subtenant to comply with this clause.

H. UTILITIES AND REFUSE REMOVAL (AM6.1 N)

CONTRACTOR shall be responsible for and pay all utility services supplied to the Premises, including but not limited to electricity, water, gas, sewer, internet, telephone and refuse removal services.

I. MAINTENANCE OBLIGATIONS OF CONTRACTOR (AM6.3 N)

CONTRACTOR, at CONTRACTOR's sole cost, agrees to maintain the interior/non-structural/above-slab elements of the Premises and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Premises in a neat, clean, orderly, safe, and sanitary condition, free of graffiti, to the satisfaction of Director, and in compliance with all applicable laws. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

Director shall have the right at any time to enter upon and inspect the Premises for cleanliness and safety. If Director determines that CONTRACTOR has failed to maintain or make repairs or replacements as required herein, Director may so notify CONTRACTOR. Should CONTRACTOR fail to correct such failure within three (3) days following receipt of written notice from Director, Director may make the

necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by CONTRACTOR within ten (10) days of receipt of a statement of said cost from Director. Notwithstanding the foregoing, in the case of an emergency, Director may cause a repair or correction to be made if CONTRACTOR fails to commence and diligently pursue to completion such repair or correction within eight (8) hours following a telephone call from Director to CONTRACTOR regarding such emergency situation. The cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by CONTRACTOR within ten (10) days following receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by law.

Failure of CONTRACTOR to properly maintain the Premises and repair and maintain any improvements thereon, as required in this Contract, shall constitute a breach of the terms of this Contract.

J. MAINTENANCE OBLIGATIONS OF COUNTY (N)

COUNTY shall repair and maintain the interior/exterior walls; ceilings; plumbing systems; heating and air-conditioning systems; windows; COUNTY-owned doors and locks; gas lines; and electric lines within the Premises.

K. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS (AM6.5 S)

In the event of damage to or destruction of COUNTY-constructed or installed improvements, equipment or fixtures located within the Premises or in the event COUNTY-installed improvements, equipment or fixtures located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, COUNTY shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Premises for the purposes required by the Contract. Repair, replacement, or reconstruction of improvements within the Premises shall be accomplished in a manner and according to plans approved by the Director. With respect to damage or destruction to be repaired by COUNTY or which COUNTY elects to repair, CONTRACTOR waives and releases its rights under California Civil Code Sections 1932 (2) and 1933 (4). Notwithstanding anything to the contrary, if full repair cannot be made within ninety (90) days, CONTRACTOR shall have the right to terminate this Contract without liability. In all events, rent shall equitably abate.

L. ASSIGNING, SUBLETTING AND ENCUMBERING PROHIBITED (AM 7.3 N)

Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter in this

clause referred to collectively as “**Encumbrance**”) of CONTRACTOR’s interest in the Premises, or any part or portion thereof without COUNTY approval (which approval may be provided by COUNTY at its sole discretion) is prohibited. Any attempted Encumbrance by CONTRACTOR shall be null and void and shall confer no right, title, or interest in or to this Exhibit B or Contract. Notwithstanding anything to the contrary, CONTRACTOR shall have the right to transfer this Contract to an affiliate, or to an entity with which it merges or sells substantially all of its assets, or as a result of a change in control subject to approval of the Director.

M. HAZARDOUS MATERIALS (AMF 9.1 N)

1. Definition of Hazardous Materials. For purposes of this Exhibit B, the term “**Hazardous Material**” or “**Hazardous Materials**” shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the COUNTY acting in its governmental capacity, the State of California or the United States government.

2. Use of Hazardous Materials. CONTRACTOR or CONTRACTOR’s employees, agents, independent contractors or invitees (collectively “**CONTRACTOR Parties**”) shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, CONTRACTOR may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning and maintenance of and business operations on the Premises. Said permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.

3. CONTRACTOR Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by CONTRACTOR or CONTRACTOR Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, CONTRACTOR, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of COUNTY under this Contract, CONTRACTOR shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by this Contract or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by CONTRACTOR or CONTRACTOR Parties. Notwithstanding the foregoing, CONTRACTOR shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by CONTRACTOR or CONTRACTOR Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of COUNTY. All work performed or

caused to be performed by CONTRACTOR as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by COUNTY.

4. Indemnification for Hazardous Materials. To the fullest extent permitted by law, CONTRACTOR hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY) COUNTY, its elected officials, officers, employees, agents, independent contractors, and the Premises from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by CONTRACTOR or CONTRACTOR Parties. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

N. BEST MANAGEMENT PRACTICES (AMF 9.2 N)

CONTRACTOR and all of CONTRACTOR's, subtenant, agents, employees and contractors shall conduct operations under this Exhibit B so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**COUNTY Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Exhibit B. The COUNTY Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the COUNTY Parties have developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's

LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

Notwithstanding anything to the contrary, the use under this Exhibit B does not require BMP Fact Sheets.

O. SIGNS (AMG 2.2 S)

CONTRACTOR agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises except as approved by the Director. Unapproved signs, banners, flags, etc. may be removed by the Director without prior notice to CONTRACTOR.

P. PERMITS AND LICENSES (AMG 3.2 S)

CONTRACTOR shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Premises as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit CONTRACTOR’s obligations hereunder, nor shall any approvals or consents given by COUNTY, as a Party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

Q. UNLAWFUL USE (AMG 7.2 S)

CONTRACTOR agrees no improvements shall be erected, placed upon, operated, nor maintained within the Premises, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Exhibit B, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

R. INSPECTION (AMG 9.2 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this Exhibit B are being complied with.

S. GOVERNING LAW AND VENUE (9.16 S)

This agreement 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 agreement, 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.

T. TAXES AND ASSESSMENTS (AMG 11.2 S)

This Contract may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon CONTRACTOR's fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of CONTRACTOR, and CONTRACTOR shall cause said taxes and assessments to be paid promptly.

U. WAIVER OF RIGHTS (AMG 15.2 S)

The failure of COUNTY or CONTRACTOR to insist upon strict performance of any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any right or remedy that COUNTY or CONTRACTOR may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Contract thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Contract. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

V. DEFAULT IN TERMS OF EXHIBIT B BY CONTRACTOR (AMG 16.2 S)

1. The occurrence of any one or more of the following events shall constitute a default hereunder by CONTRACTOR:

- a. The legal abandonment or vacating of the Premises by CONTRACTOR;
- b. The failure by CONTRACTOR to make any payment of rent or any other sum payable hereunder by CONTRACTOR, as and when due, where such failure shall continue for a period of six (6) calendar days after written notice thereof from COUNTY to CONTRACTOR;
- c. The failure or inability by CONTRACTOR to observe or perform any of the provisions of this Contract to be observed or performed by CONTRACTOR, other than specified in (1) or (2) above, where such failure shall continue for a period of ten (10) calendar days after written notice thereof from COUNTY to CONTRACTOR; provided, however, that if the nature of such failure is such that it can be cured by CONTRACTOR, but that more than ten (10) calendar days are reasonably required for its cure (for any reason other than financial inability), then CONTRACTOR shall not be deemed to be in default if

CONTRACTOR shall commence such cure within said ten (10) calendar days, and thereafter diligently prosecutes such cure to completion.

d. The making by CONTRACTOR of any general assignment for the benefit of creditors; (b) the appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR 's assets located at the Premises or of CONTRACTOR's interest in this Contract, where such seizure is not discharged within thirty (30) days; or (c) CONTRACTOR's convening of a meeting of its creditors, or any class thereof, for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Contract nor any interests of CONTRACTOR in and to the Premises shall become an asset in any of such proceedings. In any such event, and in addition to any and all rights or remedies of COUNTY provided hereunder or by law, it shall be lawful for COUNTY to declare the term hereof ended, re-enter the Premises, take possession thereof and remove all persons therefrom, and CONTRACTOR and its creditors (other than COUNTY) shall have no further claim thereon or hereunder.

2. In the event of any default beyond the applicable notice and cure period, if any, by CONTRACTOR, then, in addition to any other remedies available to COUNTY at law or in equity, COUNTY may exercise the following remedies:

a. COUNTY may terminate this Contract and all rights of CONTRACTOR hereunder by giving written notice of such termination to CONTRACTOR. In the event that COUNTY shall so elect to terminate this Contract, then COUNTY may recover from CONTRACTOR any amount which COUNTY may by law hereafter be permitted to recover from CONTRACTOR; or

b. Continue this Contract in effect without terminating CONTRACTOR's right to possession, even though CONTRACTOR has breached this Contract and abandoned the Premises, and enforce all of COUNTY 's rights and remedies under this Contract, at law or in equity, including the right to recover the rent as it becomes due under this Contract; provided, however, that COUNTY may at any time thereafter elect to terminate this Contract for such previous breach by notifying CONTRACTOR in writing that CONTRACTOR's right to possession of the Premises has been terminated.

3. Nothing in this Section shall be deemed to affect CONTRACTOR 's indemnity of COUNTY's liability or liabilities based upon occurrences prior to the termination of this Contract for personal injuries or property damage under the indemnification clause or clauses contained in this Contract.

4. No delay or omission of either Party hereto to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by the other Party hereunder. The acceptance by COUNTY of rent or any other sums hereunder shall not be a waiver of any preceding breach or default by CONTRACTOR of any provision thereof, other than the failure of CONTRACTOR to pay the particular rent or sum accepted, regardless of COUNTY's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, nor a waiver of COUNTY's right to exercise any remedy available to COUNTY by virtue of such breach or default. No act or thing done by COUNTY or COUNTY's agents

during the term of this Contract shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by COUNTY.

5. All covenants and agreements to be performed by CONTRACTOR under any of the terms of this Contract shall be performed by CONTRACTOR at CONTRACTOR 's sole cost and expenses and without any abatement of rent. If CONTRACTOR shall fail to pay any sum of money, other than rent required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, then in addition to any other remedies provided herein, COUNTY may, but shall not be obligated to do so, and without waiving or releasing CONTRACTOR from any obligations of CONTRACTOR, make any such payment or perform any such act on CONTRACTOR's part to be made or performed as provided in this Contract. Any payment or performance of any act by COUNTY on CONTRACTOR's behalf shall not give rise to any responsibility of COUNTY to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by COUNTY in connection therewith, shall be deemed to be additional rent hereunder and shall be paid by CONTRACTOR with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this Contract.

W. RESERVATIONS TO COUNTY (AMG 18.2 S)

Except as otherwise provided by this Exhibit B and Contract, the Premises, improvements, fixtures, and/or equipment within the Premises are accepted as is and where is by CONTRACTOR subject to any and all existing easements and Encumbrances. COUNTY reserves the right to, acting reasonably and so as not to unreasonably interfere with CONTRACTOR's use of the Premises, install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the Premises or any part thereof, and to enter the Premises for any and all such purposes with notice to CONTRACTOR. COUNTY also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. No right reserved by COUNTY in this clause shall be so exercised as to interfere unreasonably with CONTRACTOR's operations hereunder or to impair the security of any secured creditor of CONTRACTOR.

COUNTY agrees that rights granted to third parties by reason of this clause shall contain provisions that the Premises shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Premises by CONTRACTOR, the rental shall be reduced in proportion to the interference with CONTRACTOR's use of the Premises.

X. HOLDING OVER (AMG 19.2 S)

In the event CONTRACTOR shall continue in possession of the Premises after the term of this Contract, such possession shall not be considered a renewal of this Contract but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Contract.

Y. CONDITION OF PREMISES UPON TERMINATION (AMG 20.2 S)

Except as otherwise agreed to herein, upon termination of this Contract, CONTRACTOR shall re-deliver possession of said Premises to COUNTY in substantially the same condition that existed immediately prior to CONTRACTOR's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. References to the "Termination of the Contract" in this Contract shall include termination by reason of the expiration of the Contract term.

Z. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMG 21.2 S)

If CONTRACTOR abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) calendar days after such event shall, at COUNTY's option, be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to CONTRACTOR or to any person claiming under CONTRACTOR, and shall have no need to account therefor.

AA. QUITCLAIM OF CONTRACTOR'S INTEREST UPON TERMINATION (AMG 22.2 S)

Upon termination of this Contract for any reason including, but not limited to, termination because of default by CONTRACTOR, CONTRACTOR shall execute, acknowledge, and deliver to COUNTY, within thirty (30) calendar days after receipt of written demand therefor, a good and sufficient deed whereby all right, title, and interest of CONTRACTOR in the Premises is quitclaimed to COUNTY. Should CONTRACTOR fail or refuse to deliver the required deed to COUNTY, COUNTY may prepare and record a notice reciting the failure of CONTRACTOR to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of this Contract and of all rights of CONTRACTOR or those claiming under CONTRACTOR in and to the Premises.

AB. COUNTY'S RIGHT TO RE-ENTER (AMG 23.2 S)

CONTRACTOR agrees to yield and peaceably deliver possession of the Premises to COUNTY on the date of termination of this Contract, whatsoever the reason for such termination.

Upon giving written notice of termination to CONTRACTOR, COUNTY shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Contract and re-entry of the Premises by COUNTY shall in no way alter or diminish any obligation of CONTRACTOR under the lease terms and shall not constitute an acceptance or surrender.

CONTRACTOR waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any lawful reason or in the event COUNTY

re-enters and takes possession of the Premises in a lawful manner.

AC. PUBLIC RECORDS (AMG 25.2 S)

Any and all written information submitted to and/or obtained by COUNTY from CONTRACTOR or any other person or entity having to do with or related to this Contract and/or the Premises, either pursuant to this Contract or otherwise, at the option of COUNTY, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code, section 6250, et. seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and CONTRACTOR hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under CONTRACTOR, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by CONTRACTOR or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

AD. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (S)

Pursuant to California Civil Code 1938, the CONTRACTOR hereby acknowledges that the Premises has not undergone inspection by a Certified Access Specialist.