

1 CONTRACT FOR PROVISION OF
2 NORTH SERVICE PLANNING AREA COVID-19 HOMELESS RESPONSE SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 VOLUNTEERS OF AMERICA LOS ANGELES
7 JULY 1, 2022 THROUGH JUNE 30, 2023
8

9 THIS CONTRACT entered into this 1st day of July, 2022 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Volunteers of
11 America of Los Angeles, a California religious nonprofit corporation (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties."
13 This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an
14 authorized designee ("ADMINISTRATOR").
15

16 W I T N E S S E T H :
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of North Service
19 Planning Area COVID-19 Homeless Response Services described herein to the residents of Orange
20 County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2022 through June 30, 2023

Maximum Obligation: \$500,000

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

CONTRACTOR DUNS Number:

07-292-6041

CONTRACTOR TAX ID Number:

95-1691330

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

CONTRACTOR: Volunteers of America of Los Angeles
ATTN: Veronica Lara, COO
3600 Wilshire Blvd.
Suite 1500, Los Angeles, CA 90010
verolara@voala.org

With a copy to:

Volunteers of America of Los Angeles
ATTN: Paris Salgado, Junior Internal Legal Counsel
3600 Wilshire Blvd.
Suite 1500, Los Angeles, CA 90010
psalgado@voala.org

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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 109	Assembly Bill 109, 2011 Public Safety Realignment
B. AIDS	Acquired Immune Deficiency Syndrome
C. ARRA	American Recovery and Reinvestment Act of 2009
D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
E. ASI	Addiction Severity Index
F. ASRS	Alcohol and Drug Programs Reporting System
G. BHS	Behavioral Health Services
H. CalOMS	California Outcomes Measurement System
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. CESI	Client Evaluation of Self at Intake
N. CEST	Client Evaluation of Self and Treatment
O. CFDA	Catalog of Federal Domestic Assistance
P. CFR	Code of Federal Regulations
Q. CHPP	COUNTY HIPAA Policies and Procedures
R. CHS	Correctional Health Services
S. COI	Certificate of Insurance
T. CPA	Certified Public Accountant
U. CSW	Clinical Social Worker
V. DHCS	California Department of Health Care Services
W. D/MC	Drug/Medi-Cal
X. DPFS	Drug Program Fiscal Systems
Y. DRS	Designated Record Set
Z. EEOC	Equal Employment Opportunity Commission
AA. EHR	Electronic Health Records
AB. EOC	Equal Opportunity Clause
AC. ePHI	Electronic Protected Health Information
AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AE. FFS	Fee For Service
AF. FSP	Full Service Partnership
AG. FTE	Full Time Equivalent
AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

9 **II. ALTERATION OF TERMS**

10 A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein, fully
11 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
12 matter of this Contract.

13 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this
14 Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or
15 agents shall be valid unless made in the form of a written amendment to this Contract, which has been
16 formally approved and executed by both Parties.

18 **III. ASSIGNMENT OF DEBTS**

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

27 **IV. COMPLIANCE**

28 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
29 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
30 programs.

31 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
32 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
33 General Compliance and Annual Provider Trainings.

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
35 compliance program, code of conduct and any compliance related policies and procedures.
36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be
37 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements

1 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.

2 These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

10 3. If CONTRACTOR does not provide proof of its own compliance program to
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
12 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)
13 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will
14 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
15 CONTRACTOR shall have as many Covered Individuals it determines necessary complete
16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

17 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
18 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
19 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
20 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
21 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable
22 time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed
23 compliance program and code of conduct contain all required elements to ADMINISTRATOR's
24 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.
25 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
26 CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's
27 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's
28 determination and resubmit the same for review by ADMINISTRATOR.

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that
30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative
32 to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies
33 and procedures and contact information for ADMINISTRATOR's Compliance Program.

34 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance
35 Training available to Covered Individuals.

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

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

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

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

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

14 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider
15 Training, where appropriate, available to Covered Individuals.

16 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
17 Individuals relative to this Contract. This includes compliance with federal and state healthcare program
18 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the
19 Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

29 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

30 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
31 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
32 and are consistent with federal, state and county laws and regulations. This includes compliance with
33 federal and state health care program regulations and procedures or instructions otherwise communicated
34 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

35 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for
36 payment or reimbursement of any kind.

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1 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
2 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
3 accurately describes the services provided and must ensure compliance with all billing and documentation
4 requirements.

5 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
6 coding of claims and billing, if and when, any such problems or errors are identified.

7 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
8 days after the overpayment is verified by ADMINISTRATOR.

9 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
10 participate in the quality improvement activities developed in the implementation of the Quality
11 Management Program.

12 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
13 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural
14 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
15 §1810.410.subds.(c)-(d).

16 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
17 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
18 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
19 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
20 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such
21 default.

22 23 **V. CONFIDENTIALITY**

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

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

34 35 **VI. CONFLICT OF INTEREST**

36 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
37 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall

1 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods
2 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to
3 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or
4 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence
5 or appear to influence COUNTY staff or elected officers in the performance of their duties.

7 **VII. COST REPORT**

8 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
9 days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance
10 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph
11 of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
12 centers, services, and funding sources in accordance with such requirements and consistent with prudent
13 business practice, which costs and allocations shall be supported by source documentation maintained by
14 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

36 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
37 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 _____"

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1 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONTRACTOR certifies that it and its principals:

3 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
4 voluntarily excluded by any federal department or agency.

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

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

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

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

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

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

26
27 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

33 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
34 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
35 new owners shall be required under the terms of sale or other instruments of transfer to assume
36 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction

37 //

1 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
2 the prior written consent of COUNTY.

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

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

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

20 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
21 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
22 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
23 the effective date of the assignment.

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

28 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
29 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
30 COUNTY for the provision of services under the Contract.

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

36 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
37 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor

1 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
2 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

10 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
11 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
12 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
13 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as
14 well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to
15 or during the period of Contract performance. While CONTRACTOR is required to provide this
16 information without prompting from COUNTY any time there is a change in CONTRACTOR's name,
17 conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its
18 status in these areas whenever requested by COUNTY.

19 20 **X. DISPUTE RESOLUTION**

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

25 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
26 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving
27 this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

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

33 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
34 CONTRACTOR must proceed diligently with the performance of services secured via this Contract,
35 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
36 diligently shall be considered a material breach of this Contract.

37 //

1 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall
2 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision
3 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
4 decision adverse to CONTRACTOR's contentions.

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

11 12 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

22 23 **XII. EQUIPMENT**

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

34 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
35 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall
36 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
37 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

1 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased
2 asset in an Equipment inventory.

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

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

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

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

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

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

25 26 **XIII. EXPENDITURE AND REVENUE REPORT**

27 A. No later than forty-five (45) calendar days following termination of each period or fiscal year of
28 this Contract, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
29 Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be
30 prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

31 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
32 throughout the term of this Contract.

33 34 **XIV. FACILITIES, PAYMENTS AND SERVICES**

35 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
36 this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
37 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the

1 minimum number and type of staff which meet applicable federal and state requirements, and which are
2 necessary for the provision of the services hereunder.

3 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
4 as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for
5 the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
6 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
7 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
8 services, staffing, facilities or supplies.

9 10 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

37 //

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 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 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 CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

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

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

Automobile Liability including coverage
for owned, non-owned, and hired vehicles
(4 passengers or less)

\$1,000,000 per occurrence

Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made
	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	\$1,000,000 per occurrence (Limit commensurate with exposure)

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

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

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

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

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

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

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

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

16 N. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
17 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
18 the completion of the Contract.

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

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

23 Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
24 calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation
25 hereunder and grounds for COUNTY to suspend or terminate this Contract.

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

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

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

1 U. SUBMISSION OF INSURANCE DOCUMENTS

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

25

26 **XVI. INSPECTIONS AND AUDITS**

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

28 of the State of California, the Secretary of the United States Department of Health and Human Services,

29 the Comptroller General of the United States, or any other of their authorized representatives, shall have

30 access to any books, documents, and records, including but not limited to, financial statements, general

31 ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly

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

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

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

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

36 which they are provided.

37 //

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

5 C. AUDIT RESPONSE

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

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

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

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

25
26 **XVII. LICENSES AND LAWS**

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

32 B. CHILD SUPPORT OBLIGATIONS

33 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
34 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
36 term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of
37 //

1 the Contract and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall
2 constitute grounds for termination of the Contract.

3 4 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

5 A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or
6 reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial
7 advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's
8 prior written consent is expressly prohibited.

9 B. CONTRACTOR may develop and publish information related to this Contract where all of the
10 following conditions are satisfied:

11 1. ADMINISTRATOR provides its written approval of the content and publication of the
12 information at least thirty (30) calendar days prior to CONTRACTOR publishing the information, unless
13 a different timeframe for approval is agreed upon by ADMINISTRATOR;

14 2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that
15 the program, wholly or in part, is funded through COUNTY, State and Federal government funds;

16 3. The information does not give the appearance that COUNTY, its officers, employees, or
17 agencies endorse:

18 a. any commercial product or service; and,

19 b. any product or service provided by CONTRACTOR, unless approved in writing by
20 ADMINISTRATOR; and,

21 4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
22 available social media sites) to publish information related to this Contract, CONTRACTOR shall develop
23 social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR
24 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media
25 developed in support of the services described within this Contract. The policy is available on the Internet
26 at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

27 28 **XIX. MAXIMUM OBLIGATION**

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

32 33 **XX. MINIMUM WAGE LAWS**

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

1 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing
2 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum
3 Wage.

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

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

11 12 **XXI. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

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

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

34 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
35 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
36 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
2 fulfilled by use of the term EOE.

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

8 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
9 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
10 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
11 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
12 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
13 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
14 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
15 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
16 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
17 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
18 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
19 includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

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

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

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

XXII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

4 **XXIII. NOTIFICATION OF DEATH**

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

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

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

13 2. WRITTEN NOTIFICATION

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

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

20 c. When notification via encrypted email is not possible or practical CONTRACTOR must
21 hand deliver or must fax said notification to a number approved by COUNTY in writing.

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

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

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

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

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1 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

5 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
6 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records
7 shall include, but not be limited to, individual patient charts and utilization review records.

8 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
9 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
10 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

11 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
12 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
13 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
14 principles of reimbursement and GAAP.

15 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
16 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
17 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
18 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

19 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
20 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
21 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent
22 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state
23 regulations and/or COUNTY policies.

24 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
25 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and
26 implement written record management procedures.

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

30 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following
31 discharge of the participant, client and/or patient.

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

37 //

1 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
2 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
3 information that is requested by the PRA request.

4 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
5 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request
6 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or
7 for a covered entity that is:

8 1. The medical records and billing records about individuals maintained by or for a covered
9 health care provider;

10 2. The enrollment, payment, claims adjudication, and case or medical management record
11 systems maintained by or for a health plan; or

12 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

13 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
14 with the terms of this Contract and common business practices. If documentation is retained
15 electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

21 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
22 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
23 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
24 regulation, and copy ADMINISTRATOR on such notifications.

25 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
26 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
27 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

28 **XXVI. RESEARCH AND PUBLICATION**

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

33 **XXVII. REVENUE**

34 A. CLIENT FEES – CONTRACTOR shall charge a fee to Clients to whom services are provided
35 pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system
36 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,
37

1 but it shall not exceed the actual cost of services provided. No person shall be denied services because of
2 an inability to pay.

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

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

11 12 **XXVIII. SEVERABILITY**

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

18 19 **XXIX. SPECIAL PROVISIONS**

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

- 22 1. Making cash payments to intended recipients of services through this Contract.
- 23 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
24 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
25 of appropriated funds to influence certain federal contracting and financial transactions).
- 26 3. Fundraising.
- 27 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
28 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
29 Directors or governing body.
- 30 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
31 for expenses or services.
- 32 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
33 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
34 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 35 7. Paying an individual salary or compensation for services at a rate in excess of the current
36 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
37 may be found at www.opm.gov.

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:

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.

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.

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

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

1 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
2 Contract. CONTRACTOR is obligated to perform such duties as would normally extend beyond this
3 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
4 reporting, and accounting.

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

7 8 **XXXIII. TERMINATION**

9 A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted
10 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance
11 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and
12 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by
13 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the
14 Contract could be terminated.

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

- 17 1. The loss by CONTRACTOR of legal capacity.
- 18 2. Cessation of services.
- 19 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
20 another entity without the prior written consent of COUNTY.
- 21 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
22 required pursuant to this Contract.
- 23 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
24 Contract.
- 25 6. The continued incapacity of any physician or licensed person to perform duties required
26 pursuant to this Contract.
- 27 7. Unethical conduct or malpractice by any physician or licensed person providing services
28 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
29 removes such physician or licensed person from serving persons treated or assisted pursuant to this
30 Contract.

31 **C. CONTINGENT FUNDING**

- 32 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 33 a. The continued availability of federal, state and county funds for reimbursement of
34 COUNTY's expenditures, and
 - 35 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
36 approved by the Board of Supervisors.

37 //

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

5 D. In the event this Contract is suspended or terminated prior to the completion of the term as
6 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
7 sole discretion, reduce the Maximum Obligation of this Contract to be consistent with the reduced term
8 of the Contract.

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

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

12 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
13 performance during the remaining contract term.

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

16 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
17 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
18 orderly transfer.

19 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
20 Client's best interests.

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

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

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

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

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

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 Clients 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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SIGNATURE PAGE

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

VOLUNTEERS OF AMERICA LOS ANGELES

DocuSigned by:
BY: Bob Pratt DATED: 4/20/2022
8115250B7E9343F..

TITLE: President

DocuSigned by:
BY: [Signature] DATED: 4/21/2022
EA987EC26DED41E...

TITLE: CFO

COUNTY OF ORANGE

BY: _____ DATED: _____
PURCHASING AGENT/DESIGNEE

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

DocuSigned by:
BY: Brittany McLean DATED: 4/21/2022
9713A4061D4343D...
DEPUTY

If CONTRACTOR 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 CONTRACT FOR PROVISION OF
NORTH SERVICE PLANNING AREA COVID-19 HOMELESS RESPONSE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
VOLUNTEERS OF AMERICA LOS ANGELES
JULY 1, 2022 THROUGH JUNE 30, 2023

I. COMMON TERMS AND DEFINITIONS

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

1. Access Point means the point of entry into the CES for households experiencing homelessness or at-risk of homelessness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 16. Outreach means the outreach to potential Participants to link them to appropriate
34 supportive services and may include activities that involve educating the community about the
35 services offered and requirements for participation in the programs. Such activities should result
36 in CONTRACTOR developing its own Participant referral sources for the programs it offers.

37 //

17. 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.

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

19. Service Planning Areas (SPA) means the three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness.

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

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

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

II. BUDGET

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

ADMIN

Administration (Indirect)	\$61,788
TOTAL ADMIN BUDGET	\$61,788

PROGRAM

Salaries	\$258,107
Benefits	\$72,270
Services and Supplies	\$93,360
Startup funds	\$14,475
TOTAL PROGRAM BUDGET	\$438,212
<u>TOTAL BUDGET</u>	<u>\$500,000</u>

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

13 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and
14 complete financial records of its cost and operating expenses. Such records will reflect the actual
15 cost of the type of service for which payment is claimed. Any apportionment of or distribution
16 of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall
17 be documented, and will be made in accordance with GAAP.

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

20 21 **III. PAYMENTS**

22 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
23 \$41,667. All payments are interim payments only, and subject to Final Settlement in accordance
24 with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed
25 for the actual cost of providing the services hereunder; provided, however, the total of such
26 payments do not exceed the Maximum Obligation as specified in the Referenced Contract
27 Provisions of the Contract, and provided further, CONTRACTOR's costs are reimbursable
28 pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion,
29 pay supplemental invoices for any month for which the provisional amount specified above has
30 not been fully paid.

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

35 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that
36 the provisional amount payments exceed the actual cost of providing services,
37 ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to

1 exceed the difference between the year-to-date provisional amount payments to
2 CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

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

24 **IV. REPORTS**

25 A. CONTRACTOR shall maintain records and make statistical reports as required by
26 ADMINISTRATOR.

27 **B. FISCAL**

28 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
29 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
30 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program
31 described in the Services Paragraph of this Exhibit A to the Contract. The reports will be received
32 by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month
33 being reported. CONTRACTOR must request in writing any extensions to the due date of the
34 monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension
35 will not exceed more than five (5) calendar days.
36

37 //

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

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

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

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

28 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit
29 a written Special Incident Report in accordance with the Notices Paragraph of the Contract.
30 Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide,
31 elopement or absence without leave, serious injury, death, criminal behavior, or any other incident
32 which may expose COUNTY or CONTRACTOR to liability.

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

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V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. COUNTY, in coordination and collaboration with the Orange County CoC, issued a Request For Proposals (RFP) to identify North Service Planning Area COVID-19 Response Homeless Service Program that can be operationalized quickly in order to respond to the emergent needs of the community due to COVID-19. Additionally, COUNTY is implementing the selected COVID-19 Responsive Homeless Service Programs in a manner to increase equitable service access across Orange County regardless of where a person is experiencing homelessness.

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

2. Program Description Summary

a. The North SPA COVID-19 Homeless Response Services will provide street-based case management and housing navigation services to individuals experiencing homelessness in the North SPA with the goal of securing permanent housing placement for the individual. The program will assist individuals experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, and navigating application and enrollment processes, and providing advocacy and support as necessary. The program will become an integral part of the Orange County CoC and function as a Coordinated Entry System Access point, to support participants in accessing available and appropriate housing resources. The program will follow Housing First principles and incorporate evidenced-based approaches such as motivational interviewing, critical time intervention, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability. The program is to be implemented in a manner that increases equitable service access across the North SPA, regardless of where a person is experiencing homelessness.

b. The North SPA COVID-19 Response Homeless Services shall include the following services at minimum:

i. Street outreach and engagement to individuals experiencing homelessness in the North SPA, working to build relationships that offer care coordination and support to access

1 services and assistance programs, mainstream services, and other programs. Program may receive
2 referrals from COUNTY and community partners, including 2-1-1 Orange County, for
3 subsequent outreach and engagement efforts.

4 ii. Intake and assessment to determine the history of participation in other
5 homeless service assistance programs and collection of needed demographic information from
6 Participants. Program must be able to assess and re-evaluate the Participant's service needs and
7 make recommendations to appropriate and eligible housing and/or supportive services that best
8 meets the Participant's needs.

9 iii. Case management services to Participants that promote care coordination,
10 addressing all the needs of the Participants with a focus on providing support with locating
11 permanent housing options that meet the Participant's needs. Case management services will be
12 focused on furthering the progress towards the goals and objectives as outlined in the
13 Individualized Housing and Service Plan.

14 iv. Housing navigation services to support the Participant in identifying
15 available housing units and resources, completing needed forms and applications for housing, as
16 well as providing support through in-person or teleconference meetings relating to housing search
17 and placements.

18 v. Function as a Coordinated Entry System Access Point to support Participants
19 in accessing Coordinated Entry System through the completion of an assessment, the collection
20 of required documentation to verify length of homelessness, homeless status and/or disabling
21 condition. Program must actively participate in relevant Coordinated Entry System meetings and
22 participate in case conferencing.

23 vi. Case conference, coordinate and collaborate with the other components of
24 the System of Care, Orange County CoC, and key stakeholders in the North SPA to employ a
25 multi-disciplinary approach to assisting the Participant in accessing services and/or programs.

26 vii. Services will be recorded in the Homelessness Management Information
27 System (HMIS) in accordance with the adopted HMIS Policies and Procedures.

28 c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services
29 and consistent with HHAP requirements shall provide North SPA COVID-19 Response Services
30 to Participants experiencing homelessness in the North SPA Orange County for the term of this
31 Contract in response to COVID-19.

32 3. Use of Funds

33 a. Funds shall be used to provide contracted services and operations of the
34 PROGRAM. The PROGRAM and eligible costs have been informed by best practices
35 frameworks focused on moving individuals into permanent housing as quickly as possible and
36 ensuring those individuals maintain their permanent housing.

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

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

B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. CONTRACTOR is to provide services to individuals experiencing homelessness in the North SPA. This includes single individuals, adult only households, transitional age youth between the ages of 18 to 24, and individuals fleeing domestic violence who are currently experiencing homelessness in Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions of homeless.

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

3. Eligible Participants are defined by 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.

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

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

ii. 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

iii. 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.

b. Category 4: Fleeing/Attempting to flee Domestic Violence: Any individual who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within

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1 the individual's or family's primary nighttime residence or has made the individual or family afraid
2 to return to their primary nighttime residence;

3 ii. Has no other residence; and
4 iii. Lacks the resources or support networks, e.g., family, friends, faith-
5 based or other social networks, to obtain other permanent housing.

6 4. At the time of program enrollment, eligible participants will be individuals
7 experiencing unsheltered homelessness in the North SPA. The program should prioritize and
8 focus on assisting individuals experiencing chronic homelessness and/or the longest length of
9 homelessness.

10 5. Individuals who meet the above definition of homelessness and are high utilizers of
11 the System of Care will be prioritized for the North SPA COVID-19 Homeless Response
12 Services. High utilizers are defined as those with current, or previous histories of multiple
13 engagements with the homeless service system, including those with repeated unsheltered
14 homeless episodes, those experiencing chronic homelessness and those with multiple Homeless
15 Liaison Officers contacts.

16 C. DESCRIPTION OF SERVICES

17 1. Essential Requirements – CONTRACTOR shall:

18 a. The outreach service will offer core and flex delivery to ensure availability and
19 accessibility for people experiencing homelessness. Core hours of operation will be Monday –
20 Friday, 8am to 4.30pm, with flex scheduling offering evening and weekend availability to
21 accommodate Participant preferences. This approach will augment opportunities to connect with
22 outreach staff and maximize Participant engagement with supportive services. Staff will be
23 recruited to this flex scheduling and understand that the service will meet the needs of the
24 Participant.

25 b. Operate 24 hours a day, seven days a week hotline that eligible Participants and
26 community members can call to request assistance responding to a specific incidence of
27 homelessness in the North SPA.

28 c. Maintain a holiday schedule consistent with COUNTY's holiday schedule, unless
29 otherwise approved, in advance and in writing, by ADMINISTRATOR.

30 d. Operate the program to include flexibilities to meet with eligible Participants
31 outside of typical operation hours, if needed related to conflicts with employment or other
32 appropriate factors.

33 e. The administrative office of Volunteers of America Los Angeles is located at
34 3600 Wilshire Blvd., Suite 1500, Los Angeles, CA 90010 and the program offices are located at
35 321 North State College Blvd., Anaheim, CA 92806.

36 f. Have a 24-hour contact available to program staff for emergency purposes and
37 communication policies and procedures in place to notify COUNTY as appropriate.

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

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

2. Administrative Management Tasks – CONTRACTOR shall:

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

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

c. Track program costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the program.

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

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

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

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

a. Street Outreach and Engagement to individuals experiencing homelessness in the North SPA, working to build relationships that offer care coordination and support to access services and assistance programs, mainstream services, and other programs.

i. Street outreach and engagement should focus on identifying individuals experiencing chronic homelessness and/or the longest length of homelessness in the North SPA. This will require the program to regularly provide outreach in the streets, parks, and/or other areas

1 of the North SPA and may require coordination with other homeless service programs and/or
2 local law enforcement.

3 ii. PROGRAM should provide ample time to engage participants and
4 repeatedly engage with participants who are hesitant or unsure of engaging in homeless service
5 system. Program should also ensure that outreach and engagement is voluntary, participant
6 centered and trauma informed care.

7 iii. Program will respond to requests from COUNTY to engage individuals
8 experiencing homelessness in the North SPA who are part of the Care Plus Program (CPP).

9 b. Intake and Assessment: Program must conduct an assessment to determine the
10 history of participation in other homeless service assistance programs and collection of needed
11 demographic information from Participants. Program must be able to assess and re-evaluate the
12 Participant's service needs and make recommendations to appropriate and eligible housing and/or
13 supportive services best meets the Participants' needs.

14 i. Address urgent physical needs by providing access to meals, clothing,
15 toiletries, and/or emergency shelter.

16 ii. Program must create an Individualized Housing and Service Plan, in
17 partnership with the Participant, that considers and incorporates the goals of the Participant and
18 focuses on identifying and securing permanent housing as well as other life areas that will support
19 and assist Participants in successfully obtaining and maintaining housing. The Individualized
20 Housing and Service Plan should address specific needs and barriers to housing and track process
21 on established goals and milestones. The Individualized Housing and Service Plan should detail
22 a path to housing stability and support the Participants in maintaining permanent housing after
23 the assistance ends.

24 iii. Participant's housing and/or service needs should be continuously
25 reassessed to address potential areas that may impact housing stability.

26 c. Case Management: Program must provide case management services to
27 Participants that promote care coordination, addressing all the needs of the Participants with a
28 focus on providing support with locating permanent housing options that meet the Participants'
29 needs. Case management services will be focused on furthering the progress towards the goals
30 and objectives as outlined in the Individualized Housing and Service Plan. Once housing is
31 secured, the case management's focus will shift to assist the Participant in remaining stably
32 housed and ensuring accessed to community-based services. The following case management
33 activities must be made available to Participants:

34 i. Case managers will meet with Participants at least weekly, in person to
35 review progress towards Participant goals and plans for housing, increasing income and other
36 resources as needed. Case managers will support Participants in setting up appointments,
37 providing transportation to appointments and attend appointments with the Participants, as well

1 as providing assistance in completing needed paperwork to meet established goals related to
2 accessing services provided by the System of Care. Case managers should follow a “whatever-it-
3 takes” approach to ensuring Participants receive assistance with obtaining necessary documents,
4 paperwork completion and housing applications.

5 ii. Program is expected to work with Participants to understand their
6 housing desires and needs and work with them to identify appropriate housing placement that
7 would work for them and be sustainable. Program is expected to support housing opportunities
8 that incorporate roommates and shared living spaces. Program must ensure that housing
9 opportunities are habitable and rent reasonable.

10 iii. Program is required to have a network of resources that they can provide
11 referrals and linkages to networks must include the resources listed below. Referrals and linkages
12 to services and programs that address the needs of individuals should be provided and facilitated
13 on an ongoing basis. Program should also assist with any subsequent follow up from the
14 appointment and/or access to supportive services thus reducing the likelihood for missed
15 appointments and other recidivism, including but not limited to

- 16 a) Physical Health Care
- 17 b) Mental Health Care
- 18 c) Substance Use Treatment
- 19 d) Mainstream Benefits
- 20 e) Employment Services
- 21 f) Legal Services
- 22 g) Credit Counseling
- 23 h) Education

24 i) Essential services that address the needs of specialized
25 populations, including but not limited to transitional aged youth, victims of domestic violence,
26 dating violence, sexual assault, or stalking, and veterans.

27 iv. When a participant becomes permanently housed, the program will
28 provide in person case management at least twice per month, for the first three months to ensure
29 long-term housing stability and develop a Housing Stabilization Plan with the Participant. The
30 Housing Stabilization Plan will focus on longer-term goals such as developing independent living
31 skills and obtaining income through employment and/or disability benefits. Additionally, the
32 Housing Stabilization Plan will include a discharge planning that will focus on addressing and
33 resolving and remaining barriers to housing stability, ensuring housing is sustainable, linking
34 Participants with community-based organizations, and coordinating follow-up services that offer
35 continued support.

36 d. Housing Navigation Services to support the Participant in identifying available
37 housing units and resources, completing needed forms and applications for housing, as well as

1 providing support through in-person or teleconference meetings relating to housing search and
2 placements. When housing is secured, the program will assist the Participant in understanding the
3 lease, making moving arrangements and establish utilities.

4 i. Housing Navigation Services may include facilitating access and
5 enrollment into the permanent housing programs of the Orange County CoC, including rapid
6 rehousing, permanent supportive housing, housing choice vouchers, and special purpose housing
7 choice vouchers. Program will serve as a Coordinated Entry System access points and regular
8 attendance in the North SPA Coordinated Entry System meetings is required.

9 ii. Housing Navigation Services should not be limited to these homeless
10 service system interventions but also consider other permanent housing options that are affordable
11 and sustainable for the individual, including but not limited to shared housing, room for rent,
12 family reunification, etc.

13 iii. Housing Navigation Services will also provide transportation to
14 Participants to support the housing search process, attend housing meetings, viewing and/or
15 interviews. The program will embrace a “whatever it takes” approach to housing navigation by
16 eliminating barriers to housing.

17 e. Case conference, coordinate and collaborate with the other components of the
18 System of Care, Orange County CoC, and key stakeholders in the North SPA to employ a multi-
19 disciplinary approach to assisting the Participant in accessing services and/or programs. This will
20 support in the coordination and monitoring of other needs and engagement processes for the
21 Participant as well as measuring progress on the Individualized Housing and Service Plan.

22 i. Services will continue to be provided to the Participant while enrolled in
23 another homeless service system program, including emergency shelter, temporary housing, rapid
24 rehousing or permanent supportive housing. The Participant may have several case managers at
25 one point depending on the supportive services being accessed, as such the program is expected
26 to work collaboratively with others for the benefit of the Participants. The goal of the program is
27 to ensure care coordination, continuity of services to ensure permanent housing and ongoing
28 housing stability. The program is to case conference and collaborate with other case managers
29 providing services to the Participant.

30 f. Transportation assistance for Participants to access emergency shelter, housing
31 resources and other supportive services. Transportation may be provided in the form of
32 Contractor’s staff transporting Participants in a vehicle or providing payment of transportation
33 costs such as rideshares or taxis.

34 i. The goal of providing transportation assistance is to ensure that Participants do
35 not experience additional barriers or delays in accessing benefits, services and/or housing
36 resources.

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1 g. Services will be recorded in the Homelessness Management Information System
2 (HMIS) in accordance with the adopted HMIS Policies and Procedures. This includes timely and
3 appropriate data input in HMIS, including progress notes after each engagement and/or case
4 management session with a Participant.

5 D. PERFORMANCE MEASURES AND MONITORING

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

7 a. CONTRACTOR will assist a minimum of 100 eligible Participant Households
8 by providing COVID-19 Response Homeless Services. As some Participants will not have needs
9 for the maximum assistance to secure permanent housing and achieve housing stability, the total
10 number of households served will likely increase.

11 b. Provide a minimum of 50 outreach contacts to eligible Participant in the North
12 SPA per case manager.

13 c. Maintain a minimum of 25 unduplicated, eligible Participants in a caseload per
14 case manager by providing COVID-19 Homeless Response Services. As some Participants will
15 not have needs for the maximum assistance to secure permanent housing and achieve housing
16 stability, the total number of households served will likely increase over the course of the
17 Contract.

18 d. Of the Participants enrolled in the program during the reporting period, 100% of
19 Participants will have an Individualized Housing and Service Plan within thirty (30) calendar days
20 of program enrollment.

21 e. Of the Participants enrolled in the program during the reporting period, 90% of
22 Participants will be connected to the Coordinated Entry System within thirty (30) calendar days
23 of program enrollment. Connected to the Coordinated Entry System at minimum includes a
24 program enrollment; however, the goal is to get program participants in the community queue as
25 fast as possible.

26 f. At minimum, 25% (25) of Participants will enroll into to an emergency shelter
27 or temporary housing destination while enrolled in the program.

28 g. At minimum, 25% (25) of Participants will transition to a permanent housing
29 destination.

30 h. Of Participants who move-in to permanent housing destinations, 50% (25) do so
31 within 120 days of enrollment to the PROGRAM.

32 i. At minimum 25% (25) of Participants will have a higher income than at program
33 entry due to employment and or mainstream benefits.

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

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- a. Review of client file documentation
- b. Review of eligible activity and cost requirements established by HHAP Program guidelines
- c. Review of policies and procedures and consistent adherence to PROGRAM practices
- d. HMIS data entry completion
- e. Interviews with program staff

3. COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein. 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 CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.

4. COUNTY shall periodically evaluate CONTRACTOR'S progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to CONTRACTOR.

E. REPORTING REQUIREMENTS

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

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

- a. Total number of eligible households that receive assistance;
- b. Composition of the households – demographics, size and type;
- c. Number of unduplicated individuals served;
- d. Caseload movement;
- e. Financial assistance expenditures;
- f. Length of assistance;
- g. Number of Participants exits and exit types;
- h. Coordinated Entry System status – total number of participants enrolled in CES program, total number of participants on the CES Community Queue and related status;
- i. Individualized Housing and Service Plan status – total number of plans established with participants and related progress towards completion; and

j. Income increases for participants.

F. FILE MAINTENANCE AND DOCUMENTATION

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

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

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

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

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

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

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

VI. STAFFING

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

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

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting;

4. Maintain appropriate staffing levels;

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

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

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

8. Act quickly to identify and solve problems.

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

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

PROGRAM	<u>FTEs</u>
Program Manager	1.00
Administrative Assistant	1.00
Case Manager	2.00
Outreach Worker	1.00
Housing Navigator	1.00
<u>TOTAL</u>	<u>6.00</u>

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

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

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