



# Revision to ASR and/or Attachments

**Date:** May 31, 2024  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** Supervisor Vincente Sarmiento, Second District  
**Re:** Meeting Date 06/04/24, Item No. # S45G  
**Subject:** Revision to include Attachment A

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Explanation: Second District requests the following:

Attachment A to S45G is included.

RECEIVED  
JUN 21 10 29 AM '24  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
SECTION OF SUPERVISORS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF ORANGE  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
FOR THE PROVISION OF AN EVALUATION OF THE  
HOMLESSNESS PREVENTION AND STABILIZATION PILOT PROGRAM**

This Memorandum of Understanding (MOU) between the County of Orange (County) and The Regents of the University of California (UCI) contains program content and purpose along with specific guidelines for the implementation of UCI's evaluation of the County's Homelessness Prevention and Stabilization Pilot Program (Program). UCI will conduct an outcome evaluation to identify whether and how the Program improved the experiences of Orange County households (Evaluation).

The County and UCI may be referred to individually as "Party" and collectively as "the Parties." The relationship between the County and UCI, with regard to this MOU, is based upon the following:

1. The County is providing the Program as approved by the County Board of Supervisors on January 9, 2024. The County will utilize a private contractor to assist the County in operating and managing the Program.
2. UCI is one of the nation's top research universities. Its primary purpose in conducting the Evaluation is to determine the effectiveness of the Program and understand why the Programs' effectiveness or ineffectiveness. A secondary goal is to produce information about the potential benefits of all aspects of the Program.
3. UCI will ensure all individuals participating in the Evaluation consent to their participation. UCI's Institutional Review Board will closely review and monitor UCI's Evaluation design and its interactions with all Evaluation participants.

**TABLE OF CONTENTS**

**I. TERM.....3**

**II. PURPOSE.....3**

**III. POPULATION TO BE SERVED .....3**

**IV. PROCESS .....3**

**V. UCI RESPONSIBILITIES.....3**

**VI. THE COUNTY'S RESPONSIBILITIES.....4**

**VII. FACILITIES .....4**

**VIII. CONFIDENTIALITY .....4**

**IX. INDEMNIFICATION .....4**

**X. INSURANCE.....5**

**XI. OWNERSHIP AND RETENTION OF RECORDS.....5**

**XII. NOTICE AND CORRESPONDENCE.....5**

**XIII. RESOLUTION OF CONFLICTS.....6**

**XIV. TERMINATION.....6**

**XV. GENERAL PROVISIONS.....7**

**I. TERM**

The term shall commence on June 1, 2024, and end on June 30, 2026, unless terminated in accordance with Paragraph XV of this MOU. However, the Parties shall be obligated to perform such duties as would normally extend beyond this term including obligations with respect to indemnification and confidentiality.

**II. PURPOSE**

The purpose of this MOU is to establish the Parties' respective responsibilities for UCI's Evaluation of the Program.

**III. POPULATION TO PARTICIPATE IN THE EVALUATION**

UCI will include in its Evaluation individuals who are participating in the Program and similarly situated individuals who are not participating in the Program.

**IV. PROCESS**

The primary purpose of the Evaluation is to determine the effectiveness of the Program and understand reasons for the Programs' effectiveness or ineffectiveness. A secondary goal is to produce knowledge about the potential benefits of all aspects of the Program.

**V. UCI RESPONSIBILITIES**

- A. Work with selected County provider to identify and recruit individuals who would be suitable candidates to participate in the Evaluation, including providing scripted materials that the provider can utilize in assisting UCI.
- B. Provide a Study Information Form to prospective Evaluation participants in the Evaluation.
- C. Explain the participant Consent Form and procedures to prospective Evaluation participants.
- D. Obtain the voluntary written consent of all Evaluation participants.
- E. The Study Information Form, Consent Form, and all other written materials provided to Evaluation participants and prospective participants shall be available in English, Spanish, Chinese, Korean and Vietnamese. As needed, UCI shall provide language translation resources for Evaluation participants to ensure their effective participation.
- F. Perform as provided in Attachment A (Scope of Work) to this MOU.
- G. Comply with terms if Attachment B (Billing and Payment).
- H. Provide a draft copy of the Evaluation to the County at least 45 days prior to the publication of the Evaluation to ensure the accuracy of the factual information reported about the Program.
- I. Publish the final Evaluation only after final approval by the County.

**VI. THE COUNTY RESPONSIBILITIES**

- A. Provide contact information to UCI for prospective Evaluation participants.
- B. Direct its staff and contractor(s) to cooperate with the Evaluation and assist UCI as needed to ensure the Evaluation can be completed consistent with this MOU.
- C. Pay UCI as provided in Attachment B (Billing and Payment).
- D. Review and provide edits and feedback on the draft Evaluation provided by UCI. The County shall notify UCI of any factual inaccuracies about the Program contained in the draft Evaluation within 45 days of receiving it. County to approve final document before publication.

**VII. FACILITIES**

UCI shall administer the study assessment. UCI and the County may mutually agree in writing to add, change, or delete facility locations as needed to best serve the needs of the Evaluation, the Program, or the Evaluation participants.

**VIII. CONFIDENTIALITY**

- A. The Parties shall maintain confidentiality of all records and information about persons pursuant to all applicable federal and State laws or regulations relating to privacy and confidentiality, including the Information Practices Act (Civil Code section 1798 et seq.), and as each may now exist or be hereafter amended.
- B. All records and information containing the identity or any identifying characteristics or information concerning any individual the County provides to UCI shall be considered and kept confidential. UCI shall require all of its employees, agents, subcontractors or volunteer staff who will provide services for UCI under this MOU to maintain the confidentiality of such records and information before commencing the provision of any such services.
- C. UCI shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person knowingly and intentionally violating the provisions of said State law may be guilty of a crime.
- D. UCI shall ensure compliance with requirements pertaining to the privacy and security of Personally Identifying Information (PII) and Personal Health Information (PHI). UCI shall, upon discovery of a breach of privacy or security of PII or PHI by UCI, notify federal and state authorities as required by law or regulation, and copy the County on such notifications. UCI shall pay any costs associated with a breach of privacy or security of PII or PHI, including the costs of notification.

**IX. INDEMNIFICATION**

- A. UCI shall indemnify, defend with counsel approved in writing by the County, which approval shall not be unreasonably withheld, and hold the County, and its elected and appointed officials, officers, employees, agents and those special

districts and agencies which the County's Board of Supervisors acts as the governing Board harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of UCI's performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCI, its officers, employees, or agents.

- B. The County shall indemnify, defend, and hold UCI, its officers, employees, and agents harmless from and against any and all liability loss, expense, or claims for injury or damages arising out of the County's performance of this MOU, but only in proportion to and to the extent such liability, loss expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.
- C. Neither termination of this MOU nor completion of the acts to be performed under this MOU shall release any Party from its obligation to indemnify as to claims or cause of action asserted.

**X. INSURANCE**

UCI certifies that it is self-insured against the perils of bodily injury/property damage, automobile liability, sexual misconduct liability, medical, professional liability, and workers' compensation. Should there be any material change in the provisions of the self-insurance program, UCI will provide thirty (30) days prior written notice to the County. UCI shall provide evidence of self-insurance to COUNTY prior to commencement of this MOU.

**XI. OWNERSHIP AND RETENTION OF RECORDS**

- A. All materials, documents, data or information furnished to UCI in the performance of this MOU and its work for the Evaluation will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the UCI after completion or termination of this MOU without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this MOU. The UCI has permanent ownership of all directly connected and derivative materials produced under this MOU, including the Evaluation. All documents, reports and other incidental or derivative work or materials furnished by UCI to County shall remain the sole property of UCI and County shall have unrestricted rights to use as it may require without additional cost to County.
- B. The County and UCI shall retain all documents pertinent to this MOU for four years from the termination of this MOU, or until all pending Federal, State, and County audits are completed, whichever is later.

**XII. NOTICE AND CORRESPONDENCE**

All correspondence concerning this MOU will be in writing and sent to:

The County: [enter contact information]

UCI: Erika Blossom, Senior Ancillary Agreements Officer  
Office of Research  
Sponsored Projects Administration  
160 Aldrich  
Irvine, CA 92697-7600  
Erika.blossom@uci.edu

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any notices, claims, correspondence, reports or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. The County and UCI may mutually agree in writing to change the addresses to which notices are sent.

**XIII. RESOLUTION OF CONFLICTS**

For resolution of conflicts between the County and UCI regarding the provisions of this MOU or a Party's performance under it, the following shall apply:

- Step 1: Conference between the County's Director of Operations for the Office Care Coordination and UCI's Senior Ancillary Agreements Officer.
- Step 2: Conference between the County's Director of Care Coordination for the Office of Care Coordination and UCI's Senior Director of Sponsored Projects.

Any claim unresolved after Step 2 shall be resolved by submitting the claim for arbitration to JAMS in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration proceedings shall be in Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in the County of Orange, California. In any action or proceeding to enforce or interpret any provision of this MOU, each Party shall bear its own attorney's fees, costs, and expenses.

**XIV. TERMINATION**

Either Party may terminate this MOU without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of UCI.

Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, pertinent documents, and the safe withdrawal of the Evaluation participants.

The obligations of the County under this MOU are contingent upon the availability of Federal or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the County's Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, the County may immediately terminate or modify this MOU, without penalty. The decision of the County to terminate the MOU under this paragraph shall be binding on UCI. The County shall provide UCI with written notification of such determination. UCI shall immediately comply with the County's decision.

**XV. GENERAL PROVISIONS**

With the exception of client records or other records referenced in Paragraph X, all records, including reports, audits, notices, claims, statements and correspondence, required by this MOU may be subject to public disclosure. The County shall not be liable for any such disclosure.

Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and any of UCI's agents or employees.

This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

This MOU has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.



**ATTACHMENT A**

## Scope of Work

The goal of this project is to evaluate the effectiveness of the Homeless Prevention and Stabilization Program (Program) using a combination of administrative data and data from surveys that will be administered by the University of California, Irvine's (UCI) Livable Cities Lab (LCL). Data will be collected for both the program participants (treatment group) and a sample of similar individuals not enrolled into the program (comparison group). UCI anticipates measuring administrative outcomes on a continuous basis, and survey-collected outcomes at three points in time:

- Baseline survey (treatment group - at time of enrollment in the Program; comparison group – at time of enrollment into the research study);
- Exit survey (treatment group –upon the conclusion of the Program; comparison group – 12-months following enrollment into the research study; and,
- 18-month follow up survey (treatment group – six months following the conclusion of the Program; comparison group – six months following the exit survey).

UCI will complete the following tasks:

1. **Design the baseline survey and consent forms.** UCI will design the survey that will be administered at the time of enrollment in the Program. The survey will be conducted electronically (online) using QuestionPro software; therefore, the finalized set of questions will need to be converted from a paper list into an interactive online survey that is optimized for various types of devices (e.g., mobile phones, tablets, etc.). UCI will also develop the consent forms needed for individuals to opt in or out of the study. The survey and consent forms will be translated into several languages, including Spanish, Vietnamese, Chinese, and Korean. UCI will identify the relevant languages for translation in consultation with the service provider.

The Program survey will use validated questions to gather information on:

- a. Housing including current housing status, experiences with housing instability (including prior eviction, frequency of moving), quality of housing, and housing debt.
- b. Health and Well-being including existing physical and mental health issues, utilization of healthcare services, self-reported stress and anxiety.
- c. Employment and Financial Stability including work history, sources of income, debt, banking practices, as well as education and experience with workforce training programs.

- d. Community Satisfaction including perceptions of public safety, access to public transportation, access to shopping for necessities (including grocery stores), access to good schools, and general satisfaction with current neighborhood.
  - e. Expectations about Monthly Cash Transfer Expenditures (for participants, only).
  - f. Basic Demographic Information
2. **Prepare and submit an Institutional Review Board (IRB) application for the protection of human subjects.** IRB approval will ensure that no harm (emotional or otherwise) will come to anyone participating in the survey and requires that participants are informed that participation in the evaluation study is voluntary and that they may opt out at any time (i.e., start but not complete the survey). Surveys cannot start until the IRB application is approved.
  3. **Coordinate with the service provider.** Once the County selects its service provider, the LCL team will immediately engage with them to design the protocol for administering the survey to the Program participants, and to determine the process by which the comparison group will be constructed. These details will also be necessary to include in the IRB application.
  4. **Develop data transfer and management protocols.** The data will be collected electronically; thus, UCI will work with its computing services to design and implement a secure data storage and management system.
  5. **Design and register a pre-analysis plan.** Ahead of any data analysis, the LCL evaluation team will design and register a scientifically sound, rigorous statistical analysis plan that will permit us to evaluate the efficacy of the program. This written plan will form the basis of all analyses UCI subsequently conducts as part of the evaluation.
  6. **Continue to engage with CalOptima Health.** The LCL evaluation team will continue to engage with CalOptima Health regarding the accessing of their data base on health care services utilized by participants in the treatment and comparison groups.
  7. **Identify publicly-available eviction court records for use in administrative data analysis.** UCI will scope out the sources and key elements of publicly-available eviction court records. This data will be used later to determine whether participation in the program impacted the likelihood of an eviction filing and eviction case outcomes.
  8. **Continue working to pursue additional funding to complete the Evaluation.** A comprehensive evaluation requires acquiring funding for the exit and follow-up

surveys, as well as the collection and analysis of administrative records from courts. In addition to potential local funders (Wells Fargo Foundation, CalOptima Health), UCI will have a Letter of Intent under review at Arnold Ventures that could lead to a grant that would provide enough funding to collect at least the second wave (e.g., exit survey), and perhaps the final wave (e.g., follow-up survey), of survey data as well as support efforts to collect and integrate administrative records from courts. UCI will also explore funding opportunities through other philanthropic entities and federal agencies such as the National Science Foundation and the Department of Housing and Urban Development.

**ATTACHMENT B**

**Billing and Payment**

The County will issue a one-time payment of \$100,000 within 30 business days of the full execution of this Agreement. The maximum obligation of the County under this MOU is \$100,000.

It is understood that the County makes no commitment to fund this MOU beyond the terms set forth herein.

All of UCI's expenditures of funds provided under this MOU must be used in the performance of the MOU. UCI may utilize up to 15% for indirect or administrative costs. UCI must utilize the funds provided under this MOU in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this MOU. UCI shall immediately return to the County any funds UCI has used in a manner that is inconsistent with this MOU.