

CONTRACT FOR PROVISION OF  
COORDINATED ENTRY SYSTEM FOR INDIVIDUALS

BETWEEN  
COUNTY OF ORANGE  
AND

FRIENDSHIP SHELTER, INC.

FEBRUARY 23, 2021 THROUGH ~~JUNE 30, 2023~~ JUNE 30, 2025

Amendment No.5

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

Amendment No.3

W I T N E S S E T H:

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

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

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

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Amendment No. 3

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Removes IV. All  
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**REFERENCED CONTRACT PROVISIONS**

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

Amendment No.5

**Maximum Obligation:** ~~\$1,076,333~~ \$1,938,753 \$1,570,543

Amendment No.6

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR Unique Entity ID Number:**

**CONTRACTOR TAX ID Number:** 33-0219404

Amendment No.5

Amendment No.3

**Notices to COUNTY and CONTRACTOR:**

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

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

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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.	ARRA	American Recovery and Reinvestment Act of 2009
B.	CalWORKs	California Work Opportunity and Responsibility for Kids
C.	CAP	Corrective Action Plan
D.	CCC	California Civil Code
E.	CCR	California Code of Regulations
F.	CES	Coordinated Entry System
G.	CFR	Code of Federal Regulations
H.	CHPP	COUNTY HIPAA Policies and Procedures
I.	COC	Continuum of Care
J.	COI	Certificate of Insurance
K.	CPA	Certified Public Accountant
L.	DRS	Designated Record Set
M.	EEOC	Equal Employment Opportunity Commission
N.	EOC	Equal Opportunity Clause
O.	FFS	Fee For Service
P.	FSC	Family Solutions Collaborative
Q.	FTE	Full Time Equivalent
R.	GAAP	Generally Accepted Accounting Principles
S.	HCA	County of Orange Health Care Agency
T.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
U.	HMIS	Homeless Management Information System
V.	HSC	California Health and Safety Code
W.	HUD	U.S. Department of Housing and Urban Development
X.	MH	Mental Health
Y.	MHSA	Mental Health Services Act
Z.	OCR	Federal Office for Civil Rights
AA.	OIG	Federal Office of Inspector General
AB.	OMB	Federal Office of Management and Budget
AC.	OPM	Federal Office of Personnel Management

AD. P&P	Policy and Procedure
AE. PA DSS	Payment Application Data Security Standard
AF. PATH	Projects for Assistance in Transition from Homelessness
AG. PC	California Penal Code
AH. PCI DSS	Payment Card Industry Data Security Standards
AI. PHI	Protected Health Information
AJ. PII	Personally Identifiable Information
AK. PRA	California Public Records Act
AL. PSC	Professional Services Contract System
AM. SIR	Self-Insured Retention
AN. SMA	Statewide Maximum Allowable (rate)
AO. SOW	Scope of Work
AP. UOS	Units of Service
AQ. USC	United States Code
AR. WIC	Women, Infants and Children

## **II. ALTERATION OF TERMS**

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

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

## **III. ASSIGNMENT OF DEBTS**

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

Amendment No.3

## **IV. COMPLIANCE**

~~A. COMPLIANCE PROGRAM — ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings~~

~~(together, "Compliance Program") for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.~~

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V. CONFIDENTIALITY**

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

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

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

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

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

**VI. CONFLICT OF INTEREST**

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

**VII. CORRECTIVE ACTION PLAN**

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable timeframe as

determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a material breach and be grounds for termination of this Contract.

**VIII. COST REPORT**

A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall

document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY’s Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_"

### **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment

to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract. Any attempted assignment in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. This Contract has been negotiated and executed in the State of California and shall be governed

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

**XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

**XIII. EQUIPMENT**

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

B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.



Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

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

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

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

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

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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

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

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

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

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

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

E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of

this Contract, the COUNTY may terminate this Contract.

**F. QUALIFIED INSURER**

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

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

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

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

**H. REQUIRED COVERAGE FORMS**

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

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

**I. REQUIRED ENDORSEMENTS**

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

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as

broad naming the County of Orange, its elected and appointed officials, officers, agents and *employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

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

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

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

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

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

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

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

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

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

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

Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract

may be terminated by County without penalty.

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

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

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

U. SUBMISSION OF INSURANCE DOCUMENTS

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

**XVI. INSPECTIONS AND AUDITS**

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

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

## **XVII. LICENSES AND LAWS**

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract.

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

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

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## **XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

and electronic media such as the Internet.

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

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

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

#### **XIX. MAXIMUM OBLIGATION**

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

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

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

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

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

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

#### **XXI. NONDISCRIMINATION**



A. EMPLOYMENT

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

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education

Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

## **XXII. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

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

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

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

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

## **XXIII. NOTIFICATION OF DEATH**

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

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the

name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

**XXV. PARTICIPANT'S RIGHTS**

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

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

1. CONTRACTOR's grievance and appeals processes shall incorporate COUNTY's grievance, appeals, participants' rights, and/or utilization management guidelines and procedures. The participant

has the right to utilize either or both grievance and appeals process(es) simultaneously in order to resolve their dissatisfaction.

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

**XXVI. PAYMENT CARD COMPLIANCE**

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

**XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

disclosure.

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

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

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

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

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

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

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**XXVIII. RESEARCH AND PUBLICATION**

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

**XXIX. REVENUE**

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

B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide

for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

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

**XXX. SEVERABILITY**

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

**XXXI. SPECIAL PROVISIONS**

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

1. Making cash payments to intended recipients of services through this Contract.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
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5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding program-related mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Participants outside of program Scope of Services.

**XXXII. STATUS OF CONTRACTOR**

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

**XXXIII. TERM**

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

B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or



holiday may be performed on the next regular business day.

**XXXIV. TERMINATION**

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

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

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

**C. CONTINGENT FUNDING**

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

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

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is

consistent with recognized standards of quality care and prudent business practice.

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

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

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

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

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

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

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

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

**XXXV. THIRD PARTY BENEFICIARY**

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

**XXXVI. 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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COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
DEPUTY PURCHASING AGENT

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

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

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

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

**I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

5. Client or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who are at-risk of homelessness or experiencing homelessness in Orange County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**II. BUDGET**

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

Amendment No.6

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



Amendment No.1

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

Original Contract Amount

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
<b>ADMINISTRATION COSTS</b>				
Indirect Costs	\$19,452	\$39,000	\$39,000	\$97,452
<b>TOTAL ADMINISTRATION COSTS</b>	\$19,452	\$39,000	\$39,000	\$97,452
<b>PROGRAM COSTS</b>				
Salaries	\$76,941	\$154,185	\$154,510	\$385,636
Benefits	\$14,642	\$35,300	\$35,371	\$88,313
Services & Supplies	\$10,272	\$26,196	\$22,268	\$58,736
Subcontractors	\$61,106	\$176,530	\$180,060	\$417,696
Start-up Costs	\$28,500	\$0	\$0	\$28,500
<b>SUBTOTAL PROGRAM COSTS</b>	\$194,461	\$392,210	\$392,210	\$978,881
<b>TOTAL GROSS COSTS</b>	\$213,913	\$431,210	\$431,210	\$1,076,333
<b>REVENUE</b>				

<del>CoC Program</del>	<del>CES Grant</del>	<del>\$213,913</del>	<del>\$431,210</del>	<del>\$431,210</del>	<del>\$1,076,333</del>
<del>TOTAL MATCH (25%)</del>		<del>\$53,478.25</del>	<del>\$107,802.50</del>	<del>\$107,802.50</del>	<del>\$269,083.25</del>
<del>TOTAL REVENUE</del>		<del>\$213,913</del>	<del>\$431,210</del>	<del>\$431,210</del>	<del>\$1,076,333</del>
<del>TOTAL MAXIMUM</del>					
<del>OBLIGATION</del>		<del>\$213,913</del>	<del>\$431,210</del>	<del>\$431,210</del>	<del>\$1,076,333</del>

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

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP. An indirect cost rate is not approved for this Contract.

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

Amendment No.2

**III. PAYMENTS**

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

not been fully paid. ADMINISTRATOR may, at its discretion, pay advance payments for anticipated costs.”

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

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

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

B. CONTRACTOR’s invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month.

Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

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

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

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

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

**IV. REPORTS**

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

**B. FISCAL**

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR no later

than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

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

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

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

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

## **V. SERVICES**

### **A. SCOPE OF SERVICES**

#### **1. Overview**

a. The COUNTY serves as the CES Lead for the Orange County CoC and is responsible for the implementation of a CES that address the needs of persons experiencing homelessness in Orange County, including adult only households, families with minor children, veterans and Transitional Aged Youth. The

primary goal of CES is to facilitate a participant-centered process that streamlines access to the most appropriate services and housing interventions for individuals experiencing homelessness or at risk of experiencing homelessness in Orange County. The CES aims to meet individualized preferences and needs with the goal of supporting participants return to stable housing. Persons experiencing homelessness and at risk of experiencing homelessness gain access to housing and supportive services more seamlessly through regionally coordinated access.

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

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

## 2. Program Description Summary

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

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

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

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

iv. System Partnerships – CONTRACTOR shall be tasked with developing collaboration across public and private agencies within the North, Central and South SPA to support those experiencing

homelessness and special subpopulations such as veterans and transitional aged youth. This may be done through the development of a SPA specific Referral Network that includes representatives from different sectors within the System of Care.

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

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

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

#### 4. Referrals and Bed Reservations

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

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

#### 5. Use of Funds

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

### B. PROGRAM DESCRIPTION

#### 1. Essential Requirements – CONTRACTOR shall:

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

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

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

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

e. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete an initial training on confidentiality and compliance within the first month of support the Contract

and annually thereafter to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any Personal Identifiable Information (PII) from any Participant outside of facilitating the CES Regional Lead functions.

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

2. Administrative Management Tasks – CONTRACTOR shall:

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

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

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 CES Regional Lead 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 and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. CES Regional Lead Responsibilities

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

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

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

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

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

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

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

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

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

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vii. For Period 1, Contractor shall have a minimum of 1.0 FTE equivalent dedicated to improving data quality and performing data analysis. Contractor shall work in collaboration with the Office of Care Coordination, 211OC as the HMIS lead agency, and all other CES contracted- providers to ensure that CES is consistently implemented across all sub-populations in the Orange County CoC. These activities will at minimum include:

- 1) Support the continued expansion of the CES to meet the need of the Orange County CoC's families experiencing homelessness and families at risk of homelessness.
- 2) Automating and/or simplification of standards operations
- 3) Improving data quality by working with CES Access Points and implementing regular quality assurance practices.
- 4) Conducting data analysis to support CES evaluation and opportunities for system improvements.

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

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

e. CONTRACTOR will promote and facilitate regional coordination that will:  
i. Ensure that participants that have been prioritized on the community queue for housing resources are being actively engaged.

ii. Create coordination between multiple agencies that may be working with the same participant towards their housing goals.

iii. Facilitate housing transfers for participants in need of a more appropriate level of care.

iv. Tracking matched participant's progress towards permanent housing attainment and addressing any impeding barriers.

v. Provide consultation and problem solving for difficult situations/scenarios.

vi. Ensure that leadership from participating agencies are receiving information pertaining to CES operations.

vii. Have access to facility/office space to facilitate stakeholder meetings and services.

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



- a. Operate the Program in accordance with the provisions of title IV of the McKinney- Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and all requirements of the Continuum of Care Program Rule (the "Rule");
- b. Monitor and report the progress of the PROGRAM to ADMINISTRATOR;
- c. Maintain confidentiality of records pertaining to any individual that was provided violence prevention or treatment services through the PROGRAM;
- d. The address or location of any violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
- e. Establish operating procedures and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- f. Use the CES established by the CoC as required by the regulations governing the CoC Grant Program which can be found at 24 CFR 578;
- g. Follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the regulations governing the CoC Grant Program which can be found at 24 CFR 578; and
- h. Comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability as applicable to grantees under the program.

#### 5. CES Funds Record Keeping Requirements

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

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

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

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

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

1. At Risk of Homelessness – An individual who:

- a. Has an annual income below 30% of median family income for the area; AND
- b. Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the “homeless” definition; AND

- c. Meets one of the following conditions:
  - i. Has moved because of economic reasons two (2) or more times during the 60 days immediately preceding the application for assistance; or
  - ii. Is living in the home of another because of economic hardship; or iii. Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or
  - iv. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; or
  - v. Lives in a single room occupancy (SRO) or efficiency apartment unit in which there reside more than two (2) persons or lives in a larger housing unit in which there reside more than one (1) and a half persons per room; or
  - vi. Is exiting a publicly funded institution or system of care; or
  - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved Con Plan.

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

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

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

4. Category 3: Homeless under other Federal Statutes: Unaccompanied youth under 25 years of age who do not otherwise qualify as homeless under this definition, but who are defined as homeless under the other listed federal statutes; have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; have experienced persistent

instability as measured by two (2) moves or more in the preceding 60 days; and can be expected to continue in such status for an extended period of time due to special needs or barriers.

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

Any individual who:

- a. Is fleeing, or is attempting to flee, domestic violence
- b. Has no other residence; and
- c. Lacks the resources or support networks to obtain other permanent housing

D. PERFORMANCE MEASURES AND MONITORING

- 1. The following performance measures will be a requirement of this contract.
  - a. Complete an annual evaluation to ensure compliance and effectiveness of CES.
  - b. Distribute protocols and conduct an assessor training at least once a year which may be conducted in-person, a live or recorded online sessions or a self-administered training, to participating staff at organizations that serve as access points or otherwise conduct assessments.
  - c. 10% of PROGRAM participants will be prevented from experiencing homelessness or diverted from experiencing ongoing homelessness with resources available outside of CES.
  - d. Average length of time between PROGRAM start date and date of housing move in date will be less than 280 days, with the goal of reducing length of time year over year by 2%.
  - e. Increase permanent housing outcomes by 3%, year over year as tracked by the PROGRAM and through the collaborative efforts of the CONTRACTOR.
  - f. Track progress and efforts made to achieve function zero for TAY, Veterans and individuals experiencing chronic homelessness.

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

E. REPORTING REQUIREMENTS

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

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

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

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

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

- i. Increases and improved process of permanent housing placements for individuals experiencing homelessness;
- ii. Number of people and households successfully attaining permanent housing;
- iii. Decrease in average length of time homeless for participants who are enrolled in PROGRAM;
- iv. CES analysis and continuous improvement plan addressing the four key components of CES – access, assessment, prioritization and referral;
- v. Analysis relating to racial disparities and develop an action plan for racial equity in the SPA; and
- vi. Number of CES partnership agencies with a goal of increasing partnerships annually.
- vii. PROGRAM evaluation to include quantitative and qualitative measures using data in HMIS and collected from participants and community stakeholders.

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

**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 the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.

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

**VI. STAFFING**

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

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
7. Effectively communicate and monitor the program for its success;
8. Maintain communication between the CONTRACT key staff and Program Administrators;

and,

9. Act quickly to identify and solve problems.

B. 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 Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

Amendment No.6

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4
ADMINISTRATIVE FTEs				
Director of Program Development and Compliance				0.05
Accounting & Compliance Assistant				0.05
Contracts Manager				0.01
Director of Human Resources				0.03
Executive Director				0.03
Chief Operations Officer				0.05

TOTAL ADMINISTRATIVE FTEs				0.22
<b>PROGRAM FTEs</b>				
CES Manager	1.00	1.00	0.50	1.00
South SPA Administrator	1.00	1.00	1.00	1.00
CES Data Technician (Lead)	1.00	1.00	1.00	1.00
Director of Program Development & Compliance	0.58	0.05	0.05	0.00
Data & Compliance Manager	0.58	0.10	0.05	0.00
Accounting Assistant	0.03	0.03	0.03	0.03
Director of Programs	0.10	0.00	0.00	0.00
Data Technician	0.00	1.00	1.00	1.30
Data and IT Manager				0.04
Director of Services				0.10
<b>TOTAL PROGRAM FTEs</b>	<b>4.28</b>	<b>4.18</b>	<b>3.63</b>	<b>4.47</b>
<b>SUBCONTRACTOR</b>				
North SPA CES Administrator	0.35	1.00	1.00	1.00
Central SPA CES Administrator	0.35	1.00	1.00	1.00
North/Central Data Technician	0.35	0.00	0.00	0.00
Program Manager	0.00	0.02	0.18	0.00
<b>SUBTOTAL SUBCONTRACTOR</b>	<b>1.05</b>	<b>2.02</b>	<b>2.18</b>	<b>2.00</b>
<b>TOTAL FTEs</b>	<b>5.33</b>	<b>6.20</b>	<b>5.81</b>	<b>6.69</b>

Amendment No.5

PERIOD 1 FTE   PERIOD 2 FTE   PERIOD 3 FTE

**PROGRAM**

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

**SUBCONTRACTOR**

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

Amendment No.1

	<u>PERIOD 1 FTE</u>	<u>PERIOD 2 FTE</u>	<u>PERIOD 3 FTE</u>
<b>PROGRAM</b>			
CES Manager	1.00	1.00	1.00
South SPA Administrator	1.00	1.00	1.00
CES Data Technician	1.00	1.00	1.00
Director of Program Development & Compliance	0.58	0.05	0.05
Data & Compliance Manager	0.58	0.10	0.05
Accounting Assistant	0.03	0.03	0.03
Director of Programs	0.10	0.00	0.0
Data Technician	<u>0.00</u>	<u>1.00</u>	<u>1.000</u>
SUBTOTAL PROGRAM	4.28	4.18	4.13
<b>SUBCONTRACTOR</b>			
North SPA-CES Administrator	0.35	1.00	1.00
Central SPA-CES Administrator	0.35	1.00	1.00
North/Central Data Technician	0.35	0.00	0.00
Program Manager	<u>0.00</u>	<u>0.02</u>	<u>0.18</u>
SUBTOTAL SUBCONTRACTOR	1.05	2.02	2.18
TOTAL FTEs	5.33	6.20	6.31

Original Contract

PROGRAM	PERIOD	PERIOD	PERIOD
	ONE	TWO	THREE
	FTE	FTE	FTE

CES Manager	1.0	1.0	1.0
South SPA Administrator	1.0	1.0	1.0
CES Data Technician	1.0	1.0	1.0
Director of Program Development &			
Compliance	.58	.05	.05
Data & Compliance Manager	.58	.10	.05
Accounting Assistant	.03	.03	.03
Director of Programs	.10	0.0	0.0
SUBTOTAL PROGRAM	4.28	3.18	3.13
<b>SUBCONTRACTOR</b>			
North SPA-CES			
Administrator	.35	1.0	1.0
Central SPA-CES			
Administrator	.35	1.0	1.0
North/Central Data			
Technician	.35	1.0	1.0
SUBTOTAL			
SUBCONTRACTOR	1.05	3.0	3.0
TOTAL FTEs	5.33	6.18	6.13

E. 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.

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



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

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders

and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

## B. TERMS OF CONTRACT

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

### 2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied

with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

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

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

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

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

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

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

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