

1 CONTRACT FOR PROVISION OF
 2 REGIONAL CARE COORDINATION SERVICES
 3 IN THE NORTH SERVICE PLANNING AREA
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 VOLUNTEERS OF AMERICA OF LOS ANGELES
 8 OCTOBER 15, 2022 THROUGH JUNE 30, 2024
 9

10 THIS CONTRACT entered into this 15th day of October, 2022 (effective date), is by and between the
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Volunteers of
 12 America of Los Angeles, a California religious nonprofit corporation (CONTRACTOR). COUNTY and
 13 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.”
 14 This Contract shall be co-administered by the Director of the COUNTY’s Health Care Agency or an
 15 authorized designee and the Director of the Office of Care Coordination of the County Executive Office
 16 or an authorized designee (“ADMINISTRATOR”).
 17

18 **W I T N E S S E T H:**
 19

20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Regional Care
 21 Coordination Services in the North Service Planning Area, described herein to the residents of Orange
 22 County; and

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

25 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 26 herein, COUNTY and CONTRACTOR do hereby agree as follows:
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REFERENCED CONTRACT PROVISIONS

Term: October 15, 2022 through June 30, 2024

Period One means the period from October 15, 2022 through June 30, 2023

Period Two means the period from July 1, 2023 through June 30, 2024

Maximum Obligation: \$4,000,000

Period One Maximum Obligation: \$1,539,846

Period Two Maximum Obligation: \$2,039,846

Total Maximum Obligation: \$3,579,692

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

CONTRACTOR DUNS Number: 072926041

CONTRACTOR TAX ID Number: 95-1691330

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR:	Volunteers of America of Los Angeles 3600 Wilshire Blvd, Suite 1500 Los Angeles, CA 90010 Veronica Lara Chief Operating Officer verolara@voala.org	With a copy to: VOALA 3600 Wilshire Blvd, Suite 1500 Paris Salgado Junior Internal Legal Counsel psalgado@voala.org
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I. ACRONYMS

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

4	A. BHS	Behavioral Health Services
5	B. CalOMS	California Outcomes Measurement System
6	C. CalWORKs	California Work Opportunity and Responsibility for Kids
7	D. CAP	Corrective Action Plan
8	E. CCC	California Civil Code
9	F. CCR	California Code of Regulations
10	G. CESI	Client Evaluation of Self at Intake
11	H. CEST	Client Evaluation of Self and Treatment
12	I. CFDA	Catalog of Federal Domestic Assistance
13	J. CFR	Code of Federal Regulations
14	K. CHPP	COUNTY HIPAA Policies and Procedures
15	L. CHS	Correctional Health Services
16	M. COI	Certificate of Insurance
17	N. CPA	Certified Public Accountant
18	O. CSW	Clinical Social Worker
19	P. DHCS	California Department of Health Care Services
20	Q. D/MC	Drug/Medi-Cal
21	R. DPFS	Drug Program Fiscal Systems
22	S. DRS	Designated Record Set
23	T. EEOC	Equal Employment Opportunity Commission
24	U. EHR	Electronic Health Records
25	V. EOC	Equal Opportunity Clause
26	W. ePHI	Electronic Protected Health Information
27	X. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
28	Y. FFS	Fee For Service
29	Z. FTE	Full Time Equivalent
30	AA. GAAP	Generally Accepted Accounting Principles
31	AB. HCA	County of Orange Health Care Agency
32	AC. HHS	Federal Health and Human Services Agency
33	AD. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
34		Law 104-191
35	AE. HITECH	Health Information Technology for Economic and Clinical Health
36		Act, Public Law 111-005
37	AF. HIV	Human Immunodeficiency Virus

1	AG. HSC	California Health and Safety Code
2	AH. IRIS	Integrated Records and Information System
3	AI. ITC	Indigent Trauma Care
4	AJ. LCSW	Licensed Clinical Social Worker
5	AK. MAT	Medication Assisted Treatment
6	AL. MFT	Marriage and Family Therapist
7	AM. MH	Mental Health
8	AN. MHP	Mental Health Plan
9	AO. MSN	Medical Safety Net
10	AP. NIH	National Institutes of Health
11	AQ. NPI	National Provider Identifier
12	AR. NPPES	National Plan and Provider Enumeration System
13	AS. OCR	Federal Office for Civil Rights
14	AT. OIG	Federal Office of Inspector General
15	AU. OMB	Federal Office of Management and Budget
16	AV. OPM	Federal Office of Personnel Management
17	AW. P&P	Policy and Procedure
18	AX. PA DSS	Payment Application Data Security Standard
19	AY. PATH	Projects for Assistance in Transition from Homelessness
20	AZ. PC	California Penal Code
21	BA. PCI DSS	Payment Card Industry Data Security Standards
22	BB. PCS	Post-Release Community Supervision
23	BC. PHI	Protected Health Information
24	BD. PII	Personally Identifiable Information
25	BE. PRA	California Public Records Act
26	BF. PSC	Professional Services Contract System
27	BG. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
28	BH. SIR	Self-Insured Retention
29	BI. SMA	Statewide Maximum Allowable (rate)
30	BJ. SOW	Scope of Work
31	BK. SUD	Substance Use Disorder
32	BL. UMDAP	Uniform Method of Determining Ability to Pay
33	BM. UOS	Units of Service
34	BN. USC	United States Code
35	BO. WIC	Women, Infants and Children
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II. ALTERATION OF TERMS

1
2 A. This Contract, together with Exhibit A attached hereto and incorporated herein, fully expresses
3 the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this
4 Contract.

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

III. ASSIGNMENT OF DEBTS

9
10
11 Unless this Contract is followed without interruption by another contract between the Parties hereto
12 for the same services and substantially the same scope, at the termination of this Contract,
13 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons
14 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of
15 the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the address
16 to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said
17 persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

18
19
20 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
21 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
22 programs.

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

26 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
27 compliance program, code of conduct and any compliance related policies and procedures.
28 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be
29 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
30 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.

31 These elements include:

- 32 a. Designation of a Compliance Officer and/or compliance staff.
33 b. Written standards, policies and/or procedures.
34 c. Compliance related training and/or education program and proof of completion.
35 d. Communication methods for reporting concerns to the Compliance Officer.
36 e. Methodology for conducting internal monitoring and auditing.
37 f. Methodology for detecting and correcting offenses.

1 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

26 B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance
27 Training available to Covered Individuals.

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

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

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

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

37

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

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

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

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

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

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

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

20 D. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

1 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
2 participate in the quality improvement activities developed in the implementation of the Quality
3 Management Program.

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

8 E. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
9 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
10 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
11 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
12 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such
13 default.

14 **V. CONFIDENTIALITY**

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

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

25 **VI. CONFLICT OF INTEREST**

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

VII. COST REPORT

1
2 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
3 days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance
4 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph
5 of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
6 centers, services, and funding sources in accordance with such requirements and consistent with prudent
7 business practice, which costs and allocations shall be supported by source documentation maintained by
8 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

30 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
31 applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
32 the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to
33 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
34 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
35 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
36 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
37

1 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
2 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

16
17 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
18 documentation prepared by _____ for the cost report period beginning _____ and
19 ending _____ and that, to the best of my knowledge and belief, costs reimbursed through
20 this Contract are reasonable and allowable and directly or indirectly related to the services provided
21 and that this Cost Report is a true, correct, and complete statement from the books and records of
22 (provider name) in accordance with applicable instructions, except as noted. I also hereby certify
23 that I have the authority to execute the accompanying Cost Report.

24
25 Signed _____
26 Name _____
27 Title _____
28 Date _____"

29
30 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

31 A. CONTRACTOR certifies that it and its principals:

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

34 2. Have not within a three-year period preceding this Contract been convicted of or had a civil
35 judgment rendered against them for commission of fraud or a criminal offense in connection with
36 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
37 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

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

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

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

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

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

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

18 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

19 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
20 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
21 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
22 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
23 Any attempted assignment or delegation in derogation of this paragraph shall be void.
24

25 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
26 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
27 new owners shall be required under the terms of sale or other instruments of transfer to assume
28 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction
29 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
30 the prior written consent of COUNTY.

31 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
32 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
33 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
34 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
35 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
36 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.
37

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

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

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

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

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

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

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

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

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

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

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

13 **X. DISPUTE RESOLUTION**

14
15 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
16 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
17 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
18 the attention of the County Purchasing Agent by way of the following process:

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

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

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

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

35 D. This Contract has been negotiated and executed in the State of California and shall be governed
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or
37 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in

1 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such
2 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree
3 to waive any and all rights to request that an action be transferred for adjudication to another county.
4

5 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

16 **XII. EQUIPMENT**

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

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

33 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
34 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to
35 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.
36 Title of expensed Equipment shall be vested with COUNTY.
37

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

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

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

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

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

18 **XIII. EXPENDITURE AND REVENUE REPORT**

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

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

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

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

31 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
32 as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for the
33 appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation
34 for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate
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1 to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing,
2 facilities or supplies.

3 4 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

36 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability,
37 claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's

1 performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with
 2 counsel approved by Board of Supervisors against same; and

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

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

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

10 F. QUALIFIED INSURER

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

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

19 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 20 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
Professional Liability Insurance	\$1,000,000 per claims -made

1		\$1,000,000 aggregate
2	Sexual Misconduct Liability	\$1,000,000 per occurrence
3		
4	Employee Dishonesty	\$1,000,000 per occurrence
5	(Client Coverage)	(Limit commensurate with
6		exposure)
7		

8 H. REQUIRED COVERAGE FORMS

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

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

13 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

37

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

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

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

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

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

17 Q. Insurance certificates should be forwarded to the department address specified in the Referenced
18 Contract Provisions of this Contract.

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

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

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

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

34 V. SUBMISSION OF INSURANCE DOCUMENTS

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

36 a. Prior to the start date of this Contract.

37 b. No later than the expiration date for each policy.

1 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
2 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

21 22 **XVI. INSPECTIONS AND AUDITS**

23 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
24 of the State of California, the Secretary of the United States Department of Health and Human Services,
25 the Comptroller General of the United States, or any other of their authorized representatives, shall have
26 access to any books, documents, and records, including but not limited to, financial statements, general
27 ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly
28 pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit,
29 review, evaluation, or examination, or making transcripts during the periods of retention set forth in the
30 Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable
31 times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in
32 which they are provided.

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

37 C. AUDIT RESPONSE

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

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

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

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

20
 21 **XVII. LICENSES AND LAWS**

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

27 **B. CHILD SUPPORT OBLIGATIONS**

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

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XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

1
2 A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or
3 reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial
4 advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's
5 prior written consent is expressly prohibited.

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

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

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

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

15 a. any commercial product or service; and,

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

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

XIX. MAXIMUM OBLIGATION

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25
26 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
27 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
28 the Referenced Contract Provisions of this Contract.

XX. MINIMUM WAGE LAWS

29
30
31 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
32 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
33 or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"
34 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
35 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing
36 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum
37 Wage.

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

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

8
9 **XXI. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

37

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

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

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

16 **XXII. NOTICES**

17 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
18 authorized or required by this Contract shall be effective:
19

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

23 2. When faxed, transmission confirmed;

24 3. When sent by Email; or

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

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

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

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

37

XXIII. NOTIFICATION OF DEATH

1
2 A. Upon becoming aware of the death of any person served pursuant to this Contract,
3 CONTRACTOR shall immediately notify ADMINISTRATOR.
4

5
6 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the
7 name of the deceased, the date and time of death, the nature and circumstances of the death, and the
8 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

12 2. WRITTEN NOTIFICATION

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

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

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

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

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

26
27 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole
28 or in part by COUNTY, except for those events or meetings that are intended solely to serve Clients or
29 occur in the normal course of business.

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

1
2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
3 this Contract, prepare, maintain and manage records appropriate to the services provided and in
4 accordance with this Contract and all applicable requirements.

5 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
6 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records
7 shall include, but not be limited to, individual patient charts and utilization review records.
8

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

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

16 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
17 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
18 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
19 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 **XXVI. RESEARCH AND PUBLICATION**

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

32 **XXVII. REVENUE**

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

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

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

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

11 **XXVIII. SEVERABILITY**

12
13 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
14 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
15 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
16 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
17 force and effect, and to that extent the provisions of this Contract are severable.

18 **XXIX. SPECIAL PROVISIONS**

19
20 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following
21 purposes:

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

1 8. Severance pay for separating employees.

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

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

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

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

9 3. Payment for grant writing, consultants, certified public accounting, or legal services.

10 4. Purchase of artwork or other items that are for decorative purposes and do not directly
11 contribute to the quality of services to be provided pursuant to this Contract.

12 **XXX. STATUS OF CONTRACTOR**

13 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
14 wholly responsible for the manner in which it performs the services required of it by the terms of this
15 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants
16 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of
17 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of
18 CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
19 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,
20 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and
21 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or
22 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be
23 considered in any manner to be COUNTY's employees.
24

25 **XXXI. TAX LIABILITY**

26 CONTRACTOR shall report all income and pay all applicable federal, state, and local income taxes
27 or similar levies as a result of any monies paid CONTRACTOR pursuant to this Contract.
28 CONTRACTOR shall indemnify, defend and hold COUNTY harmless from all liability, claims, losses,
29 demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in
30 the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies,
31 penalties, and/or interest imposed resulting from any failure of CONTRACTOR to comply with the
32 provisions of this paragraph.
33

34 **XXXII. TERM**

35 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
36 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
37 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this

1 Contract. CONTRACTOR is obligated to perform such duties as would normally extend beyond this
 2 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
 3 reporting, and accounting.

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

7 **XXXIII. TERMINATION**

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

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

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

30 C. CONTINGENT FUNDING

- 31 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 32 a. The continued availability of federal, state and county funds for reimbursement of
 33 COUNTY's expenditures, and
 34 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
 35 approved by the Board of Supervisors.
- 36 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
 37 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given

1 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
2 CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

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

XXXIV. THIRD PARTY BENEFICIARY

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

. WAIVER OF DEFAULT OR BREACH

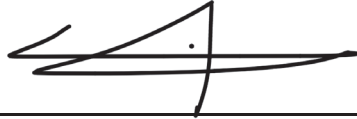
Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR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

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SIGNATURE PAGE

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

VOLUNTEERS OF AMERICA OF LOS ANGELES



BY: _____

DATED: 8/11/22

COO

TITLE: _____

BY: _____

DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____

DATED: _____

PURCHASING AGENT/DESIGNEE

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

DocuSigned by:

BY: Massoud Shamel _____

DATED: 8/11/2022

79055CA571A94F8...
DEPUTY

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

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 REGIONAL CARE COORDINATION SERVICES
 IN THE NORTH SERVICE PLANNING AREA
 BETWEEN
 COUNTY OF ORANGE
 AND
 VOLUNTEERS OF AMERICA OF LOS ANGELES
 OCTOBER 15, 2022 THROUGH JUNE 30, 2024

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

7. CES Bed Reservation means a component within the CES aimed at prioritizing available emergency shelter, transitional housing and interim housing beds within Orange County. Participants who are interested in accessing an available bed at emergency shelter, transitional housing and/or interim

1 housing may be referred to the CES Bed Reservation for prioritization and placement into the program
2 once there is availability.

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

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

11 10. Confirmed Linkage means CONTRACTOR staff have confirmed the Participant has
12 connected to the referred service or provider, usually within 30 calendar days timeframe.

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

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

21 13. Homeless Housing, Assistance and Prevention (HHAP) Program means a block-grant
22 program designed to continue to build regional coordination and a unified regional response to reduce and
23 end homelessness informed by a best-practices framework focused on moving homeless individuals and
24 families into permanent housing and supporting the efforts of those individuals and families to maintain
25 their permanent housing.

26 14. Housing and Disability Advocacy Program (HDAP) means a program to assist people
27 experiencing homelessness who are likely eligible for disability benefits by providing advocacy for
28 disability benefits as well as housing supports. HDAP has four core requirements: outreach, case
29 management, disability advocacy, and housing assistance.

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

34 16. Housing Navigation means a community-based, solution-focused strategy that assists
35 Participants with complex and frequent occurring issues that prevent them from accessing and maintaining
36 stable housing.

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

6 18. Information and Referrals refers to the provision of information on community, social, health
7 and government programs in the community that address the needs of Participants. This may include
8 information to access community health clinics, food pantries, support groups, etc.

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

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

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

18 22. Referral means the CONTRACTOR is making a warm handoff to another provider or
19 services, as a best practice approach, and barriers to access are discussed.

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

23 24. SOAR means SSI/SSDI Outreach, Access, and Recovery. SOAR is a national program
24 designed to increase access to the disability income benefit programs administered by the Social Security
25 Administration (SSA) for eligible adults and children who are experiencing or at risk of homelessness and
26 have a serious mental illness, medical impairment, and/or a co-occurring substance use disorder.

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

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

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

II. BUDGET

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

	PERIOD 1	PERIOD 2	TOTAL
ADMINISTRATION COSTS			
Salaries	\$12,440	\$13,062	\$25,502
Benefits	\$3,483	\$3,657	\$7,141
Services and Supplies	\$2,460	\$2,460	\$4,920
Indirect	<u>\$181,957</u>	<u>\$241,040</u>	\$422,997
SUBTOTAL ADMINISTRATION COSTS	\$200,340	\$260,219	\$460,560
PROGRAM COSTS			
Salaries	\$613,868	\$908,313	\$1,522,181
Benefits	\$171,883	\$254,328	\$426,211
Services and Supplies	\$489,454	\$616,986	\$1,106,440
Start-up	<u>\$64,300</u>	<u>\$0</u>	<u>\$64,300</u>
SUBTOTAL PROGRAM COSTS	\$1,339,506	\$1,779,627	\$3,119,132
TOTAL COSTS	\$1,539,846	\$2,039,846	\$3,579,692

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

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

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

3
4 **III. PAYMENTS**

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$80,000.00.
6 All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report
7 Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing
8 the services hereunder; provided, however, the total of such payments do not exceed the Maximum
9 Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further,
10 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations.
11 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
12 provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

6
7 **IV. REPORTS**

8 A. CONTRACTOR shall maintain records and make statistical reports as required by
9 ADMINISTRATOR.

10 B. FISCAL

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

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

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

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

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

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

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

13 **V. SERVICES**

14 **A. SCOPE OF SERVICES**

15 **1. Overview**

16 a. COUNTY issued a Request For Proposals (RFP) to identify Regional Street Outreach and
 17 Care Coordination Services Program to provide services that help respond and address the unsheltered
 18 homeless conditions and provide comprehensive care coordination, inclusive of case management,
 19 disability benefit application assistance and advocacy, and housing navigation services to individuals
 20 experiencing homelessness in each Service Planning Area (SPA) – North, Central, and South – to secure
 21 permanent housing placement for the individual. Additionally, COUNTY is implementing a program
 22 where individuals experiencing chronic, unsheltered homelessness are connected to a care coordinator who
 23 will provide a “whatever it takes” approach to getting an individual permanently housed and also increase
 24 equitable service access across Orange County regardless of where a person is experiencing homelessness.
 25

26 b. The purpose of this Contract is for CONTRACTOR to provide North SPA Regional Care
 27 Coordination Services in support of COUNTY’s implementation of a responsive Homeless Service System.
 28 CONTRACTOR shall perform all services set forth in the program description and will be responsible for
 29 administering program funded with Homeless Housing, Assistance and Prevention (HHAP) and Housing
 30 Disability and Advocacy Program (HDAP) funds, as described as follows, in a manner satisfactory to
 31 COUNTY and consistent with any standards required as a condition of providing HHAP funds, including
 32 but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), HSC § 50221(a)(1-
 33 4), Welfare and Institutions Code (WIC) sections 18999-18999.6, Senate Bill (SB) 1380, and Welfare and
 34 Institution (W&I) Code 8255.

35 **2. Program Description Summary**

36 a. The North SPA Regional Care Coordination Services will provide comprehensive
 37 regional care coordination services five days a week for standard operating hours to help engage and serve

1 individuals experiencing unsheltered homelessness while also assisting communities in addressing overall
2 unsheltered homelessness conditions (i.e. encampments and hotspots) in the North SPA. Through the
3 services, a provider will be able to engage and assess for individuals that need and qualify for
4 comprehensive care coordination services as referred by the ADMINISTRATOR. Care coordination
5 services are inclusive of comprehensive case management and housing navigation services to individuals
6 experiencing homelessness in the North SPA with the goal of securing permanent housing placement for
7 the individual.

8 b. North SPA Regional Care Coordination Services will assist individuals with disabilities
9 who are experiencing homelessness apply for disability benefit programs. The program will assist
10 individuals experiencing homelessness in accessing the most appropriate services and resources across the
11 System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, and
12 navigating application and enrollment processes, and providing advocacy and support as necessary. An
13 integral part of Regional Care Coordination Services is Supplemental Security Income/Social Security
14 Disability Income (SSI/SSDI) Outreach, Access, and Recovery (SOAR). SOAR seeks to address
15 homelessness through increased access to SSI/SSDI income supports and encourages employment as a
16 means to increase an individual's income and promote recovery.

17 c. North SPA Regional Care Coordination Services will become an integral part of the
18 Orange County Continuum of Care (CoC) and function as an open Coordinated Entry System (CES) Access
19 point for their region, to support participants in accessing available and appropriate housing resources. This
20 open access point will accept and respond to CES referrals from the public and as assigned by the
21 ADMINISTRATOR.

22 d. North SPA Regional Care Coordination Services will follow Housing First principles and
23 incorporate evidenced based approaches such as motivational interviewing, critical time intervention,
24 trauma-informed care, harm reduction and risk management, to address barriers to housing and economic
25 stability. The program is to be implemented in a manner that increases equitable service access across the
26 SPA, regardless of where a person is experiencing homelessness.

27 e. North SPA Regional Care Coordination Services must operate in accordance with
28 Housing First Principles as defined in WIC Section 8256 and further outlined in ACL 19-114. Housing
29 First means that individuals should be connected to housing or housing supports immediately without
30 preconditions, services shall be voluntary, participant choice shall be respected, and applicants shall not be
31 rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a
32 lack of "housing readiness."

33 f. North SPA Regional Care Coordination Services shall include the following services at
34 minimum:

35 1) Street outreach and engagement to individuals experiencing homelessness in the
36 North SPA, working to build relationships that offer care coordination and support to access services and
37 assistance programs, mainstream services, and other programs. Program may receive referrals from

1 ADMINISTRATOR and community partners, including 2-1-1 Orange County, for subsequent outreach
2 and engagement efforts.

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

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

11 4) Disability Benefits Advocacy to Participants to seek any and all disability benefits the
12 participant may be eligible to receive, as appropriate, including SSI, SSDI, Social Security Retirement or
13 Survivors Benefits, Veterans' Disability Compensation benefits, and the Cash Assistance Program for
14 Immigrants (CAPI), filing complete and timely applications
15 and appeals.

16 5) Housing assistance and navigation services to support the Participant in identifying
17 available housing units and resources, completing needed forms and applications for housing, as well as
18 providing support through in-person or teleconference meetings relating to housing search and
19 placements. These activities may include direct financial assistance
20 such as rental subsidies, rental arrearages, interim housing, landlord mediation, landlord
21 incentives, landlord outreach, and housing identification and search activities.

22 6) Function as a CES Access Point to support Participants in accessing CES through
23 the completion of an assessment, the collection of required documentation to verify length of
24 homelessness, homeless status and/or disabling condition. Program must actively participate in relevant
25 CES meetings and participate in case conferencing.

26 7) Case conference, coordinate and collaborate with OC Health Care Agency (HCA)
27 for the other components of the System of Care, Orange County CoC, and key stakeholders in the North
28 SPA to employ a multi-disciplinary approach to assisting the Participant in accessing services and/or
29 programs.

30 8) Services will be recorded in the Homelessness Management Information System
31 (HMIS) in accordance with the adopted HMIS Policies and Procedures, SOCIDS and in other data systems
32 as requested by the ADMINISTRATOR.

33 c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and
34 consistent with HHAP and HDAP requirements shall provide North SPA Regional Care Coordination
35 Services to Participants experiencing homelessness in the North SPA Orange County for the term of this
36 Contract

37 3. Use of Funds

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

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

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

14 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

15 1. CONTRACTOR is to provide services to individuals experiencing homelessness in the North
16 SPA. This includes single individuals, adult only households, transitional age youth between the ages of
17 18 to 24, and individuals fleeing domestic violence who are currently experiencing homelessness in
18 Orange County and meet the Homeless Emergency Assistance and Rapid Transition to Housing
19 (HEARTH) Act definitions of homeless.

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

22 3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and
23 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing
24 homelessness upon exiting an institution.

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

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

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

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

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

35 1) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault,
36 stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a
37 family member, including a child, that has either taken place within the individual's or family's primary

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

3 2) Has no other residence; and

4 3) Lacks the resources or support networks, e.g., family, friends, faith-based or other
5 social networks, to obtain other permanent housing.

6 4. Eligible Participants who in addition to meeting the homelessness definition, also meet the
7 chronic homelessness definition as defined in Defining “Chronically Homeless” Final Rule and 24 CFR
8 Parts 91 and 578:

9 a. An individual who:

10 1) Is homeless and lives in a place not meant for human habitation, a safe haven, or in
11 an emergency shelter; and

12 2) Has been homeless and living or residing in a place not meant for human habitation,
13 a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions
14 in the last 3 years, where the cumulative total of the four occasions is at least one year. Stays in institutions
15 of 90 days or less will not constitute as a break in homelessness, but rather such stays are included in the
16 cumulative total; and

17 3) Can be diagnosed with one or more of the following conditions: substance use
18 disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental
19 Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), posttraumatic stress disorder,
20 cognitive impairments resulting from brain injury, or chronic physical illness or disability.

21 b. An individual who has been residing in an institutional care facility, including a jail,
22 substance abuse or mental health treatment facility, hospital, or other similar facility for fewer than 90 days
23 and met all of the criteria in paragraph (1), before entering that facility.

24 5. At the time of program enrollment, eligible participants will be individuals experiencing
25 unsheltered homelessness in the North SPA. Program shall prioritize and focus on assisting individuals
26 experiencing chronic homelessness and/or the longest length of homelessness and who rely the most
27 heavily on State and County-funded services. Other populations to be targeted by the program include, but
28 are not limited to, the following:

29 a. Individuals with disabilities who meet the above definition of experiencing chronic
30 homelessness, homelessness and are high utilizers of the System of Care as identified by the Care Plus
31 Program (CPP) will be prioritized for Regional Care Coordination Services for North SPA. High utilizers
32 are defined as those with current or previous histories of multiple engagements with
33 the homeless service system, including those with repeated unsheltered homeless episodes, those
34 experiencing chronic homelessness and those with multiple Homeless Liaison Officers contacts.

35 b. General assistance or general relief applicants or recipients with disabilities who are
36 experiencing homelessness.

37

1 c. Low-income individuals with disabilities who can be diverted from, or who are being
2 discharged from, jails or prisons and who are experiencing homelessness or at risk of
3 homelessness.

4 d. Low-income veterans with disabilities who are experiencing homelessness or at risk of
5 homelessness.

6 e. Low-income individuals with disabilities who are being discharged from hospitals, long-
7 term care facilities, or rehabilitation facilities and who were experiencing homelessness prior to entry or at
8 risk of homelessness upon discharge.

9 C. DESCRIPTION OF SERVICES

10 1. Essential Requirements – CONTRACTOR shall:

11 a. The services will offer core and flex delivery to ensure availability and accessibility for
12 people experiencing homelessness. Hours of operation will be Monday – Friday, 8 am to 5 pm, , with flex
13 scheduling offering evening and weekend availability to accommodate Participant preferences and/or
14 COUNTY needs. This approach will augment opportunities to connect with outreach staff and maximize
15 Participant engagement with supportive services. Staff will be recruited to scheduling and understand that
16 the service will meet the needs of the Participant.

17 b. Maintain a holiday schedule consistent with COUNTY’s holiday schedule that is available
18 for administrative staff and not programmatic staff, unless otherwise approved, in advance and in writing,
19 by ADMINISTRATOR.

20 c. Operate the program to include flexibilities to meet with eligible Participants outside of
21 typical operation hours, if needed related to conflicts with employment or other appropriate factors.

22 d. The administrative office of Volunteers of America Los Angeles is located at 3600
23 Wilshire Blvd., Suite 1500, Los Angeles, CA 90010 and the program offices are located at 321 North State
24 College Blvd., Anaheim, CA 92806.

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

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

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

32 2. Administrative Management Tasks – CONTRACTOR shall:

33 a. Work in partnership with COUNTY to deliver the services as outlined in the program by
34 being responsive to the needs of the household eligible for services including participation in the
35 collaborative regional spoke model of care with HCA.

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

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

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

3 e. Coordinate with COUNTY agencies to provide appropriate supportive services to
4 program Participants including but not limited to HCA, Social Services Agency (SSA), County Executive
5 Office (CEO), and OC Community Resources (OCCR).

6 f. Coordinate with COUNTY agencies, the Orange County CoC and community-based
7 organizations on administrative functions such as operations meetings, as necessary and appropriate. This
8 may incorporate technology solutions such as teleconferencing and videoconferencing as precautionary
9 measures to limit the community spread and exposure to COVID-19. This may also include in person
10 meeting and/or in the field meeting to address any encampment or hotspot location identified by the
11 COUNTY.

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

15 3. North SPA Regional Care Coordination Services Program Operations – CONTRACTOR is
16 responsible for the provision of North SPA Regional Care Coordination Services to eligible Participants
17 and who do not have incomes higher than HUD’s Low-Income Limit for the Area. North SPA Regional
18 Care Coordination Services Program costs must be eligible and necessary to help the Participant move as
19 quickly as possible into permanent housing and achieve stability within that housing. CONTRACTOR
20 shall conduct:

21 a. Street Outreach and Engagement to individuals experiencing homelessness in the North
22 SPA, working to build relationships that offer care coordination and support to access services and
23 assistance programs, mainstream services, and other programs. The Program must conduct activities geared
24 at identified need, targeting resources, and/or connecting likely eligible individuals to the North SPA
25 Regional Care Coordination Services. Including screening and assessment activities.

26 1) Street outreach and engagement shall focus on identifying individuals experiencing
27 chronic homelessness and/or the longest length of homelessness in the North SPA. This will require the
28 program to coordinate and conduct field work with the HCA’s O&E team to determine areas for outreach
29 services for the purpose of enrollment into care coordination and subsequent service delivery. This may
30 require coordination with other homeless service programs and/or local law enforcement as well.

31 2) Program must utilize various best practices and approaches, including face-to-face
32 interaction with and through trusted messengers of: Participants experiencing homelessness who are living
33 on streets, in encampments, or temporary shelters; being discharged from jails or prisons hospitals,
34 rehabilitation facilities; and wherever else Participants may be located.

35 3) Program must develop a mechanism to receive referrals from HCA’s Outreach and
36 Engagement (O&E) team and CEO, -, as well as establishing reasonable timelines for subsequent
37 engagement with potential participants and subsequent assessment and screening.

1 4) Program shall provide ample time to engage participants and repeatedly engage with
2 participants who are hesitant or unsure of engaging in homeless service system. Program should also ensure
3 that outreach and engagement is voluntary, participant centered, and trauma-informed care focused.

4 5) Program will respond to requests from COUNTY to engage individuals experiencing
5 homelessness in the North SPA who are part of the CPP. CPP provides a comprehensive approach to service
6 delivery for Orange County’s most vulnerable participants. It offers enhanced care coordination, aiming to
7 expedite supportive service linkages quickly and efficiently, by connecting individuals to the most
8 appropriate services and resources across behavioral health, corrections, healthcare, housing and
9 homelessness, and benefits and supportive services.

10 6) Programs must work with community partners, including law enforcement, local
11 government partners and other service providers to help address unsheltered homeless
12 conditions in that region.

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

18 1) Address urgent physical needs by providing access to meals, clothing, toiletries,
19 and/or emergency shelter according to the standard operating procedures approved by the
20 ADMINISTRATOR.

21 2) Program must conduct an assessment to determine the history of participation in other
22 homeless service assistance programs and collection of needed demographic information from participants.
23 Program must be able to assess and re-evaluate the participant’s service needs and make recommendations
24 to appropriate and eligible housing and/or supportive services that best meet the participants’ needs.

25 3) Program must create an Individualized Housing and Service Plan, in partnership with
26 the Participant, that considers and incorporates the goals of the Participant and focuses on identifying and
27 securing permanent housing as well as other life areas that will support and assist Participants in
28 successfully obtaining and maintaining housing. The Individualized Housing and Service Plan must
29 address specific needs and barriers to housing and track process on established goals and milestones and
30 the template shall be approved by the ADMINISTRATOR. The Individualized Housing and Service Plan
31 shall detail a path to housing stability and support the Participants in maintaining permanent housing after
32 the assistance ends.

33 4) Participant’s housing and/or service needs shall be continuously reassessed to address
34 potential areas that may impact housing stability.

35 c. Case Management: Program must provide case management services to Participants that
36 promote care coordination intended to help participants navigate and address barriers to housing and
37 disability benefits, including connections to Medi-Cal, CalFresh, healthcare, behavioral health agencies,

1 | legal aid, etc. Through case management, the program will actively integrate supportive services, ensuring
2 | that the various components of North SPA Regional Care Coordination Services are provided to the
3 | participant from the point of outreach through program exit into permanent housing that meet the
4 | participant's needs. Case management services will be focused on furthering the progress towards the goals
5 | and objectives as outlined in the Individualized Housing and Service Plan. Once housing is secured, the
6 | case management's focus will shift to assist the participant in remaining stably housed and ensuring
7 | accessed to community-based services. The following case management activities must be:

8 | 1) Made available to participants: Program must incorporate best practices, including
9 | regular check-ins and communication, linkages to appropriate supportive services, the tracking of
10 | participants' cases, including housing status, disability status, status of other benefits, and any case
11 | conferencing notes.

12 | 2) Case management must begin at entry to the program and continue throughout
13 | enrollment until the participant is stably housed, helping to coordinate each step of the disability advocacy
14 | and housing process. Case management is a separate function from the housing assistance activity.

15 | 3) Case managers will meet with Participants at least weekly, in person to review
16 | progress towards Participant goals and plans for housing, increasing income and other resources as needed.
17 | Case managers will support Participants in setting up appointments, providing transportation to
18 | appointments and attend appointments with the Participants, as well as providing assistance in completing
19 | needed paperwork to meet established goals related to accessing services provided by the System of Care.
20 | Case managers will follow a "whatever-it-takes" approach to ensuring Participants receive assistance with
21 | obtaining necessary documents, paperwork completion and housing applications.

22 | 4) Program is expected to work with Participants to understand their housing desires and
23 | needs and work with them to identify appropriate housing placement that would work for them and be
24 | sustainable. Program is expected to support housing opportunities that incorporate roommates and shared
25 | living spaces. Program must ensure that housing opportunities are habitable and rent reasonable.

26 | 5) Program is required to have a network of resources that they can provide referrals and
27 | linkages to networks must include the resources listed below. Program shall be included as a resource in
28 | the HCA's OC Navigator. Referrals and linkages to services and programs that address the needs of
29 | individuals will be provided and facilitated on an ongoing basis. Program will also assist with any
30 | subsequent follow up from the appointment and/or access to supportive services thus reducing the
31 | likelihood for missed appointments and other recidivism, including but not limited to:

- 32 | a) Physical Health Care
- 33 | b) Mental Health Care
- 34 | c) Substance Use Treatment
- 35 | d) Mainstream Benefits (e.g., Medi-Cal, SNAP, TANF, CalFresh)
- 36 | e) Employment Services
- 37 | f) Legal Services

1 g) Credit Counseling

2 h) Education

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

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

14 d. Disability Benefits Advocacy shall include seeking any and all disability benefits the
15 participant may be eligible to receive, as appropriate, including SSI, SSDI, Social Security Retirement or
16 Survivors Benefits, Veterans' Disability Compensation benefits, and the CAPI. It may also include filing
17 complete and timely applications and appeals, obtaining and submitting medical evidence, filing appeals
18 and requests for hearings, including appeals to the Social Security Appeals Counsel, representing
19 individuals at administrative hearings, establishing good working relationships with the Social Security
20 Administration and Disability Determination Services (DDS), and contracting with legal services
21 providers as needed to ensure adequate representation. Program services shall not be interrupted pending
22 an administrative hearing decision.

23 1) Program SSI and SSDI benefits advocacy services must adhere to the Social Security
24 Administration guidelines, 20 CFR §§ 404.1740, 20 CFR §§ 416.1540 - Rules of Conduct and standards
25 of responsibility for representatives.

26 2) Program must coordinate and collaborate with legal aid organizations to assist with
27 initial applications and appeals, as well as ensure representation by attorneys in appeals
28 hearings through a formal partnership with a legal entity.

29 3) Program shall have specific design, oversight, and quality assurance processes for
30 benefit applications, follow-up and approval rates related to any and all entitlement benefits the participants
31 may be eligible to receive, even if it results in ineligibility for disability benefits

32 e. Housing Navigation Services to support the Participant who are receiving Disability
33 Benefit Advocacy in finding and securing interim and permanent housing, maintaining current housing and
34 stabilizing in new housing. Housing assistance activities include, but are not limited to, direct financial
35 assistance such as rental subsidies, rental arrearages, interim housing, landlord mediation, landlord
36 incentives, landlord outreach, and housing identification and search activities. Program will support the
37 Participant in identifying available housing units and resources, completing needed forms and applications

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

4 1) Housing assistance – financial assistance related to housing that is provided in
5 coordination with both housing navigation and housing-specific case management services, and shall be
6 provided to participants concurrently throughout the disability application process.

7 a) Housing assistance may include interim shelter options, recuperative care,
8 move-in costs and housing stabilization costs, modification to units in order to accommodate accessibility
9 needs, independent living facilities, recovery residences and board and care facilities as long as placement
10 are compliant with Housing First, master leasing, and reunification with family or friends or other shared
11 housing opportunities.

12 b) Housing assistance cannot exceed two (2) months of financial assistance for
13 emergency and/or interim housing being provided at a motel or hotel being paid by the Program. The
14 CONTRACTOR must develop policies and procedures detailing the circumstances in which a Participant
15 may be provided financial assistance for emergency and/or interim housing, including an approval process
16 by the ADMINISTRATOR.

17 c) Housing assistance can be provided as financial assistance for move-in costs and
18 housing stabilization costs including security deposit, utility deposit, pet deposits, storage fees, moving
19 costs and costs associated with making a home habitable.

20 2) Housing navigation services – support the participant in identifying available
21 housing units and resources, completing needed forms and applications for housing, as well as providing
22 support through in-person or teleconference meetings relating to housing search and placements. When
23 housing is secured, the program will assist the participant in understanding the lease, making moving
24 arrangements and establishing utilities

25 a) Housing navigation services may include facilitating access and enrollment into
26 the permanent housing programs of the Orange County CoC, including rapid rehousing, permanent
27 supportive housing, housing choice vouchers, and special purpose housing choice vouchers. The Program
28 will serve as a CES access points and regular attendance in the North SPA specific CES meetings.

29 b) Housing Navigation Services must not be limited to these homeless service
30 system interventions but also consider other permanent housing options that are affordable and sustainable
31 for the individual, including but not limited to shared housing, room for rent, family reunification, etc.

32 c) Housing Navigation Services are to focus on the marketing aspects of housing
33 navigation, including locating available units, recruiting new landlords, negotiating with landlords on
34 incentives, risk mitigation funds, and any flexibility in lease terms and conditions. The housing navigator
35 shall also be available to assist with any needs or concerns from the landlord's perspective in order to
36 maintain housing stability for the participant.

37

1 d) Housing Navigation Services will also provide transportation to Participants to
2 support the housing search process, attend housing meetings, viewing and/or interviews. The program will
3 embrace a “whatever it takes” approach to housing navigation by eliminating barriers to housing.

4 e) The program shall work with participants to understand their housing
5 preferences and needs and work with them to identify an appropriate housing placement that would work
6 for them and be sustainable. Program shall support housing opportunities that incorporate roommates and
7 shared living spaces. Programs must ensure that housing opportunities are habitable and rent reasonable

8 3) Housing-specific case management focusses on Participants who become
9 permanently housed, the Program will provide in-person case management at least semi-monthly, for the
10 first three months to ensure long-term housing stability and develop a Housing Stabilization Plan with the
11 participant. The Housing Stabilization Plan will focus on longer-term goals such as developing
12 independent living skills and obtaining income through employment and/or disability benefits.
13 Additionally, the Housing Stabilization Plan will include a discharge plan that will focus on addressing
14 and resolving any remaining barriers to housing stability, ensuring housing is sustainable, linking
15 participants with community-based organizations, and coordinating follow-up services that offer
16 continued support.

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

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

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

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

35 j. Services will be recorded in the Homelessness Management Information System (HMIS),
36 System of Care Data Integration System (SOCDIS) and other data systems as determined by the
37 ADMINISTRATOR, in accordance with the adopted HMIS and other data Policies and Procedures. This

1 includes timely and appropriate data input in HMIS and required systems, including progress notes after
2 each engagement and/or case management session with a Participant.

3 k. For those Participants in the CPP, services/resources will be monitored within the
4 SOCDIS. Those that qualify for CPP are high utilizers of County services and resources. It will be expected
5 of the CONTRACTOR to gather consent, connect individuals expeditiously to the right service/resource at
6 the right time and assist the individuals in navigating the system.

7 D. PERFORMANCE MEASURES AND MONITORING

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

9 a. CONTRACTOR will assist a minimum of 375 eligible Participant Households by
10 providing all components of the North SPA Regional Care Coordination Services during the term of the
11 Contract. As some Participants will not have needs for the maximum assistance to secure permanent
12 housing and achieve housing stability, the total number of households served will likely increase.

13 c. Maintain a minimum of 25 unduplicated, eligible Participants in a caseload per case
14 manager, for a total of 375 Participants served during the term of the Contract. As some Participants will
15 not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the
16 total number of households served will likely increase over the course of the Contract.

17 d. Of the Participants enrolled in the program during the reporting period, 90% of
18 Participants will have an Individualized Housing and Service Plan within thirty (30) calendar days of
19 program enrollment.

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

24 f. Of the participants who have a disability and are not receiving disability benefits enrolled
25 in the program during the reporting period, 90% of participants will have submitted a disability benefit
26 application or appeal within 120 days of program enrollment

27 g. Achieve minimum of 40% disability benefit application approval, inclusive of initial
28 applications, reconsideration request, and/or appeals and hearing processes,

29 h. At minimum, 50% of Participants will enroll into to an emergency shelter or temporary
30 housing destination while enrolled in the program.

31 i. At minimum, 50% of Participants will transition to a permanent housing destination.

32 j. Of Participants who move-in to permanent housing destinations, 50% (175) do so within
33 120 days of enrollment to the PROGRAM.

34 k. At minimum 50% of Participants will have a higher income than at program entry due to
35 employment and or mainstream benefits.

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

- 4 a. Review of Participant file documentation
- 5 b. Review of eligible activity and cost requirements established by HHAP and HDAP
6 guidelines
- 7 c. Review of policies and procedures and consistent adherence to PROGRAM practices
8 HMIS, SOCDIS and other data entry completion
- 9 d. CPP SOCDIS data entry completion
- 10 e. Interviews with program staff

11 3. COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes,
12 milestones and performance standards required herein. Substandard performance, as determined by
13 COUNTY, will constitute non-compliance with this Contract for which COUNTY may immediately
14 terminate the Contract. If action to correct such substandard performance is not taken by CONTRACTOR
15 within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions
16 contained in the Contract.

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

20 E. REPORTING REQUIREMENTS

21 1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form
22 acceptable to COUNTY. Monthly reports will be due by the twentieth (20th) day of the following month
23 of services rendered, unless otherwise approved by COUNTY. The reporting shall support COUNTY in
24 evaluating CONTRACTOR's performance as it related to Participant data, program linkages and units of
25 services. CONTRACTOR will be required to utilize the HMIS to support with data collection,
26 management, and reporting standards and used to collect participant-level data

27 2. CONTRACTOR is required to submit monthly units of service and narrative reports, in
28 addition to reporting at regular intervals to HCA that details the following:

- 29 a. Total number of eligible households that receive assistance;
- 30 b. Composition of the households – demographics, size and type;
- 31 c. Number of unduplicated individuals served;
- 32 d. Caseload movement;
- 33 e. Financial assistance expenditures;
- 34 f. Length of assistance;
- 35 g. Number of Participants exits and exit types;
- 36 h. CES status – total number of participants enrolled in CES program, total number of
37 participants on the CES Community Queue and related status;

1 i. Individualized Housing and Service Plan status – total number of plans established with
2 participants and related progress towards completion; and

3 j. Income increases for participants

4 k. other outcome measures as determined by the ADMINISTRATOR

5 F. FILE MAINTENANCE AND DOCUMENTATION

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

8 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in
9 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under
10 this Contract.

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

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

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

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

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

24
25 **VI. STAFFING**

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

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

33 2. Maximize the use of the allocated funds;

34 3. Ensure timely and accurate reporting;

35 4. Maintain appropriate staffing levels;

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

- 6. Effectively communicate and monitor the program for its success;
- 7. Maintain communication between the Contract key staff and Program Administrators; and,
- 8. Act quickly to identify and solve problems.

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

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

	<u>Year 1 FTE</u>	<u>Year 2 FTE</u>
PROGRAM ADMINISTRATION		
Director	0.05	0.05
Senior Program Manager	<u>0.05</u>	<u>0.05</u>
SUBTOTAL PROGRAM ADMINISTRATION	0.10	0.10
PROGRAM		
Administrative Assistant	1.00	1.00
Program Manager III	1.00	1.00
Program Coordinator III	1.00	2.00
Housing Coordinator	1.00	2.00
Case Manager (Entry)	1.00	1.00
Case Manager (Generalist)	1.00	3.00
Case Manager (Specialist)	4.00	5.00
HDAP Case Manager (Specialist)	1.00	1.00
Data Quality Specialist I	<u>1.00</u>	<u>1.00</u>
SUBTOTAL PROGRAM	12.00	17.00
TOTAL FTE	12.10	17.10

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

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

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