ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday.*

January 26, 2021

DISCUSSION

12. Deleted

22. Revised Title to read:
County Executive Office - Approve recommended positions on introduced or amended legislation and consider other legislative subject matters*; and approve 2021 Legislative Affairs Program Guidelines* – All Districts

28. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by Health Care Agency, OC Community Resources, Sheriff-Coroner and District Attorney* in 1/26/21 grant report and other actions as recommended*; adopt resolution authorizing OC Community Resources Director or designee to negotiate, execute and submit application, related documents and amendments to State Department of Boating and Waterways for Public Beach Restoration Grant Program for Capistrano Beach Nature Based Adaptation Demonstration Project* - All Districts

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 22 and 28

Supplemental Item(s)

S30A. **Sheriff-Coroner** - Approve renaming Katella Training Facility at 1900 W. Katella Avenue, Orange to "Sandra Hutchens Regional Law Enforcement Training Center" in honor of former Sheriff-Coroner Sandra Hutchens; authorize Sheriff-Coroner or designee to execute related documents; and make related findings - District 3

S30B. **Probation** - Ratify purchase order PO-057-21011071 with Sidepath Inc. for maintenance software support, 7/4/20 - 7/31/21 ($81,086); and authorize County Procurement Officer or authorized Deputy to execute purchase order - District 3

S30C. **County Executive Office** - **Acting as the Orange County Flood Control District** - Public Hearing to consider adopting Resolution of Necessity acquiring by eminent domain real property for Santa Ana River Mainstem/Prado Dam Project located in Riverside and San Bernardino Counties; authorizing County Counsel and/or outside eminent domain counsel to take steps to initiate and facilitate the condemnation action; directing and authorizing Auditor-Controller to make related payments; and considering application of Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/Environmental Impact Report 583 and other findings - All Districts *(2/3 vote of membership)*

Document last updated: 1/25/2021 4:19 PM

ORANGE COUNTY BOARD OF SUPERVISORS

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S30D. **Chairman Do and Vice Chairman Chaffee** - Direct Health Care Agency or designees to establish COVID019 Vaccine Equity Pilot Program to support CalOptima health networks and community clinics serving targeted Medi-Cal beneficiaries with co-morbidities over age of 65 in conjunction with California Department of Public Health's COVID-19 vaccine tiers; and to coordinate with CalOptima to facilitate vaccination of Phase 1A population identified by CalOptima's health network data and conduct member outreach to those identified members on how to get vaccinated; and allocate up to 1,000 COVID-19 vaccines per day and to adjust allocation as additional vaccine becomes available - All Districts

S30E. **Clerk of the Board** - Approve 2021 Chairman's appointments of Board Members to various Boards, Commissions and Committees; and adopt California Form 806 - Agency Report of Public Official Appointments - All Districts

S30F. **Health Care Agency** - Ratify acceptance of Emergency Rental Assistance Program funds ($65,576,556) and authorize County Executive Officer or designee to execute related agreements; approve master agreement and contracts with various providers of homeless prevention services, 1/26/21 - 12/31/21 (64,265,025); approve contract with People for Irvine Community Health dba 2-1-1 Orange County for virtual front door, information and referral services, 1/26/21 - 6/30/21 ($579,152); authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contracts; and direct Auditor-Controller to make related budget adjustments - All Districts *(R.A. #9 requires 4/5 vote of the members present)*

SCS1. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9 (d)(1):
Name of Case: M.H./Solano v. County of Orange, Case Number: 8:19-CV-00549-JVS-ADS

SCS2. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:

Property Location:	Mile Square Golf Course, 10401 Warner Ave, Fountain Valley, CA 92708
County Negotiator:	Thomas A. Miller, Chief Real Estate Officer
Negotiating Party:	Mile Square Golf Course
Under Negotiation:	Compliance with Terms of Lease

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):
Number of Cases: One Case

Document last updated: 1/25/2021 4:19 PM

Continuation or Deletion Request

Date: **January 26, 2021**

To: Clerk of the Board of Supervisors

From: **Dr. Clayton Chau, Health Care Agency Director**

Re: ASR Control #: 20-000941, Meeting Date 1/26/21 Agenda Item No. # 12

Subject: **Amendments to Ambulance Ordinance**

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # 12

Comments: Please delete item #12 from the January 26, 2021, meeting.

Legislative Bulletin

DRAFT

A Publication of the County Executive Office/Legislative Affairs

January 26, 2021
Item No. 22

County of Orange Positions on Proposed Legislation

The Legislative Bulletin provides the Board of Supervisors with analyses of measures pending in Sacramento and Washington that are of interest to the County. Staff provides recommended positions that fall within the range of policies established by the Board. According to the County of Orange Legislative Affairs Procedures adopted by the Board of Supervisors on December 10, 2019, staff recommendations for formal County positions on legislation will be agendized and presented in this document for Board action at regular Board of Supervisors meetings. When the Board takes formal action on a piece of legislation, the CEO will direct the County's legislative advocates to promote the individual bills as approved by the Board. The Legislative Bulletin also provides the Board of Supervisors with informative updates on State and Federal issues.

The 2021-2022 Legislative Platform was adopted by the Board of Supervisors' on December 15, 2020.

On January 26, 2021, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

1. **APPROVE – 2021 Legislative Affairs Program Guidelines (Attachment A)**
2. **Receive and File Legislative Bulletin**

RECOMMENDED ACTIONS

1. APPROVE – 2021 Legislative Affairs Program Guidelines (Attachment A)

SUMMARY:

Approving the 2021 Orange County Legislative Affairs Program Guidelines will allow the County to continue to pursue critical policy initiatives in Sacramento and Washington DC.

BACKGROUND INFORMAITON:

The Legislative Affairs Program Guidelines (Guidelines) serve as a protocol for the Board of Supervisors (Board), County departments/agencies (Departments), CEO office of Legislative Affairs (CEO-LA), and the County's Legislative Advocates to follow.

The Guidelines were first adopted by the Board on June 3, 2003 and remained largely in place until a comprehensive review and update of the protocol and procedures was completed and presented to the Board for adoption on November 25, 2014. The motion included a directive that going forward, CEO-LA will annually review the Guidelines before bringing to the Board for approval, prior to the start of the legislative sessions in Sacramento and Washington DC.

The 2021 Legislative Affairs Program Guidelines before the Board for approval are identical to what the Board approved in 2020.

INFORMATIONAL ITEMS

1. Sacramento Legislative Report

Prepared by Precision Advocacy Group LLC

Although the state Capitol remains quiet with only one staffer permitted in the building per legislator, the legislative session has resumed with its usual rigor. We have been occupied meeting with legislators and staff via teleconference regarding the County's priorities and sponsored bill requests, analyzing newly introduced legislation, and watching budget hearings which are beginning on an expedited timeline. Not only has the governor requested immediate action on a number of budget appropriations, the requirement of social distancing limits the number of hearing rooms that can be used to simultaneously run policy and budget hearings as is the usual practice. The Department of Finance is slowly releasing trailer bill language clarifying some of the Administration's proposals, and the Legislative Analyst's staff is busy examining the governor's Budget Proposal and making recommendations about how the Legislature should respond to it.

COVID-19 Federal Spending

California State Auditor Elaine Howle released a report this week on the State's management of federal Coronavirus Relief Funds (CRF). The report evaluates both the division of funds between municipalities as well as state oversight of the funding to ensure compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act. We anticipate the report is likely to be the subject of budget discussions in the coming months as lawmakers vie for limited state funds for their districts. The following are the top-level takeaways from the report.

- The CARES Act provided $15.3 billion to California for expenses incurred due to the public health emergency. $5.8 billion of that funding was allocated directly to cities and counties with populations greater than 500,000.

- $9.5 billion was allocated directly to the State and appropriated as follows:
    - $4.5 billion to K-12 Education and Community Colleges for learning loss mitigation;
    - $550 million to the Department of Housing and Community Development (HCD) for emergency housing for homeless individuals and families;
    - $1.3 billion to counties to address public health and safety needs due to COVID-19;
    - $500 million to cities to address increased homelessness due to COVID-19 economic impacts and for additional public safety services; and
    - $2.7 billion to the State General Fund to reimburse COVID-19-related expenditures.
- Smaller counties received significantly less funding per person than the State's 16 largest counties. In making the recommendation for allocations, the Department of Finance stated that it believed there was a higher spread of COVID-19 in the 16 larger counties due to population density. The State Auditor contends that Department of Public Health data doesn't support that assertion and that the needs of many small counties were at least the same if not greater than the needs of large counties.
    - $650 million went to 42 counties that did not receive federal funds directly, providing them with $102 per capita.
    - $650 million was appropriated to the 16 large counties that had already directly received funding. The large counties initially received $174 per person from the U.S. Treasury, then that amount increased to at least $190 per person after they received the additional state allocation.
- The State Auditor believes that a more equitable distribution proposal would have been to allocate $1.1 billion to the 42 smaller counties and the remaining $200 million across all counties on a per-person basis, which would have resulted in all counties receiving $179 per person. The Department of Finance pointed out that although they can make recommendations regarding allocations, the Legislature and governor make the ultimate decisions regarding appropriations.
- In terms of funding oversight, the California Department of Education, the Board of Governors of the California Community Colleges, and HCD were responsible for overseeing and managing funds directed to them. The Department of Public Health was charged with ensuring that counties adhered to the public health directives required to receive funding, and the Governor's Office of Emergency Services (Cal OES) was charged with ensuring the same of cities.
- The State Auditor found that Cal OES did not consistently evaluate the 476 cities' adherence to State public health orders, reporting that only two cities passed resolutions inconsistent with the State's health orders – Atwater and Coalinga.
- Moving forward, the State Auditor recommends the following:
    - The Department of Finance should ensure equitable treatment of local governments by proposing a method to the Legislature to provide equitable funding to counties on a per-person basis or other basis that treats counties fairly.
    - The Department of Finance should continue to implement a monitoring plan already underway to evaluate whether expenditures comply with the CARES Act, preventing the return of CRF funds to the federal government.
    - A formal process should be utilized to evaluate all cities' adherence to requirements of the funding.

Letter to President Biden

Governor Gavin Newsom sent a congratulatory letter to President Biden on Tuesday supporting the American Rescue Plan and offering partnership on a number of initiatives. Newsom encouraged movement forward on the most impactful pieces of the American Rescue Plan for California:

- Vaccines – National coordination; $20 billion partnership between federal, state, and local governments; and $50 billion for testing.
- Schools – Financial support, testing supplies, PPE, and focus on learning loss.
- Small Businesses – Additional grants and loans.

- Individual Assistance – $1,400 per person, $400 in enhanced weekly unemployment benefits, and an expansion of the Earned Income Tax Credit.
- Family Assistance – food security, early education subsidies, childcare tax credits, paid leave resources, and expanded rental assistance.
- State and Local Governments – $350 billion for emergency funding to state and local governments. The governor additionally requests an extension of the enhanced Medi-Cal Federal Medical Assistance Percentage through December 2022 and an extension of the Unemployment Insurance loan interest repayment start date through 2023.

Governor Newsom's proposals for areas of partnership as well as requests of the new administration:

- Homelessness – Universal housing vouchers and greater support for Continuums of Care to scale-up and make them permanent.
- Infrastructure – Restore the federal commitment to California's High Speed Rail; partner to develop 21st century water infrastructure; and prioritize investments in schools, broadband, housing, and renewable energy.
- Climate Action – Restore and strengthen environmental and public health protections that have been weakened, including the authority to adopt motor vehicle standards under the Clean Air Act.
- Wildfire and Forest Resilience – Fully implement the Shared Stewardship Agreements and Good Neighbor Authority programs with the U.S. Forest Service.
- Health Care Reform – Advance California's CalAIM proposal and leverage Medicare to provide additional long-term care services and supports.
- Immigration – Reverse the Trump Administration's public charge rule and all race and religion-based immigration bans and address medical neglect and abuse in immigration detention centers.
- Early Education – Work to ensure access to quality early childhood education, address racial and economic inequities, and end early education expulsions and suspensions.

Governor's Press Releases

Below is a list of the governor's press releases as well as links to other relevant information linked in those press releases beginning January 13.

January 20: Governor Newsom Announces Communications Appointments
January 20: Statement from Governor Newsom on the Inauguration of President Joe Biden and Vice President Kamala Harris
January 19: Governor Newsom Statement on Death of Sacramento County Sheriff's Deputy
January 18: Governor Newsom Formally Appoints Alex Padilla to the U.S. Senate and Nominates Dr. Shirley Weber as Secretary of State
January 18: On Martin Luther King, Jr. Day of Service, Governor Newsom Serves Meals at St. Anthony's in San Francisco
January 15: Governor Newsom Issues Proclamation Declaring Dr. Martin Luther King, Jr. Day
January 14: Governor Newsom Launches Transparency, Accountability and Assistance Measures in the State's Safe Schools for All Plan
January 14: Governor Newsom Announces Additional Security Actions in Advance of Presidential Inauguration
January 14: Governor Newsom Announces Appointments - California Water Commission, State Board of Education, the California Volunteers Commission, and the State 9-1-1 Advisory Board,
January 13: Governor Newsom Statement on Death of Los Angeles Police Sergeant
January 13: Governor Newsom, Legislative Leaders Issue Statement on Safety Precautions at State Capitol

2. Washington DC Legislative Report

Prepared by Van Scoyoc Associates

CAPITOL HILL

Ways and Means Democrats Release Framework to Achieve Health and Economic Equity

The House Ways and Means Committee Chairman Richard Neal (D-MA) released a new legislative framework for how the Committee will address the role that racism, ableism, and other social, structural, and political determinants have in perpetuating health and economic inequity in the United States. The framework is placed into context in a Democratic Committee staff-prepared report, entitled *"Something Must Change: Inequities in U.S. Policy and Society,"* that examines the history and intersection of federal policy and inequities in the United States.

In their framework, Committee Democrats put forward the following pillars, each accompanied by several policy approaches:

Health Equity Pillars:

- Adaptable, Accessible Technologies and Modernized Infrastructure
- Appropriate, Adequate, and Trusted Workforce
- Affordable, Comprehensive, and Accessible Health Care
- Support to State and Local Governments for Maximum Efficiency of Resources

Economic Equity Pillars:

- Economic Justice for Workers
- Economic Justice for Families and Children
- Retirement Security
- Investment in Communities from the Ground Up
- Environmental Justice

Wyden Lays Out Finance Committee Priorities

Incoming Senate Finance Committee Chair Ron Wyden (D-OR) outlined his priorities for the panel. In a call with reporters he said that responding to the COVID-19 pandemic will be the panel's first priority this year, but he also expects to consider legislation related to a range of other health issues. Among health care issues, he confirmed the committee will work on drug pricing legislation and proposals to build on the 2010 health care law, as well as issues like racial disparities in health care and how nursing homes have been ravaged by the COVID-19 pandemic. He reportedly declined to say whether Democrats would budget reconciliation to advance drug pricing legislation. He indicated that two bills from the 116th Congress will be his starting point, mentioning legislation he worked on with his Republican counterpart, Senator Chuck Grassley (R-IA) that was approved by the Finance Committee and would cap how much drug manufacturers could raise prices each year. He also discussed a major drug pricing bill passed by House Democrats that would allow Medicare to negotiate costs for some drugs.

Senator Padilla Sworn In

Alex Padilla was sworn in as the new senator from California, replacing his predecessor Kamala Harris. Joining two other new Democratic senators, the United States Senate is now evenly divided 50-50, with Vice President Kamala Harris breaking tie votes.

EXECUTIVE BRANCH

Inauguration of Joe Biden and Kamala

Joe Biden and Kamala Harris were sworn in as the new president and vice president of the United States. In his speech, President Biden focused on the nation's moment to unite to defeat the challenges of COVID-19, economic recession, climate change, and the rise in extremism

domestically. The inauguration went smoothly, with no hints of violence which had been warned of in extremist websites.

"American Rescue Plan" State and Local Aid Provisions

President Joe Biden announced he will propose a $1.9 trillion COVID relief package upon taking office.

The proposal, called the American Rescue Plan, is still weeks away from being introduced in Congress and will likely be subject to significant changes and negotiations, but currently contains the following items that may be of interest to state and local governments:

- $350 billion in direct aid to state, local, and tribal governments. While the proposal lacked specific details on how this aid would be distributed, it would be intended to ensure that state and local governments are "in a position to keep front line public workers on the job and paid, while also effectively distributing the vaccine, scaling testing, reopening schools, and maintaining other vital services."
- $20 billion for the hardest hit public transit agencies.
- $130 billion to help schools re-open safely. Among other things, these funds could be used to reduce class sizes and modify spaces so students and teachers can socially distance; improve ventilation; hire more janitors and implement mitigation measures; and provide personal protective equipment.
- $20 billion for a vaccination program in partnership with state and local governments that includes launching community vaccination centers and mobile vaccination units for hard to reach areas.
- Reimbursement of state and local governments for costs incurred for emergency paid leave under the Families First Coronavirus Response Act. The proposal provides no details on this section, and did not specify whether such aid would be retroactive.
- 100% reimbursement to state and municipal governments for critical emergency response resources, including deployment of National Guard units.
- $30 billion in additional rental assistance for low to moderate income households who have lost income during the pandemic. $5 billion of this amount would be set aside to cover home energy and water costs and arrears through programs like the Low Income Home Energy Assistance Program. The federal eviction moratorium and forbearance on federal housing loans would also be extended until September 30th, 2021.
- $5 billion to states and municipalities to help those at risk of homelessness find stable housing.
- An unspecified amount intended for state and local governments to mitigate the spread of COVID-19 in prisons.

The political prospects for the proposal are positive, but easy passage is certainly not assured. House and Senate Democratic leadership quickly applauded the proposal, but it is likely to face heavy Republican opposition because of the overall price tag. Democrats will need 60 votes in the Senate to pass any relief package, unless they choose to use a special budget procedure known as "reconciliation", which would only require a simple majority.

Treasury Releases FAQs for Emergency Rental Assistance Program

The Treasury Department issued its first round of frequently asked questions to help local governments administer the Emergency Rental Assistance Program.

Resilience Revolving Loan Fund

President Trump signed into law S. 3418, the Safeguarding Tomorrow through Ongoing Risk Mitigation (STORM) Act of 2020. The law creates a low interest loan program that will provide funds to states for mitigation projects that reduce the risks and costs of natural disasters. It authorizes the Federal Emergency Management Agency (FEMA) to enter into agreements with any state or tribal government to make capitalization grants for the establishment of hazard mitigation revolving loan

funds. Loans would then be available for projects that minimize the costs and risks associated with wildfires, earthquakes, floods, storm surges and other events deemed catastrophic by FEMA. FEMA has not yet released any details or guidance on the program.

FEMA Fire Safety and Prevention Grants

FEMA will begin accepting applications for FY20 Fire Safety and Prevention (FS&P) grants on January 25th. FP&S grants support projects that enhance the safety of the public and firefighters from fire and related hazards. The application period runs through February 26th. More details can be found here.

A reminder that FEMA has already opened applications for its FY21 Assistance to Firefighter (AFG) grant program on January 4th. Those applications run through February 12th. More information can be found on the program page here.

Biden Releases Vaccination Plan

As of press time, Biden is speaking about how his Administration will handle the vaccination of millions of Americans in the coming months. As part of his plan, Biden is planning to mobilize the National Guard and the Federal Emergency Management Agency (FEMA) to create more vaccination sites, including mobile vaccination. He is also trying to simplify the process by encouraging states to prioritize Americans age 65 and older and frontline workers rather than more complicated phased-in approaches. A fact sheet on the plan is attached.

HHS Modifies Buprenorphine Prescribing Rules

Yesterday, the Department of Health and Human Services (HHS) announced that any physician with a license from the Drug Enforcement Administration (DEA) can prescribe buprenorphine for the treatment of addiction. Previously, only physicians who had completed at least 8 hours of training were permitted to prescribe the product. Physicians will be allowed to prescribe to up to 30 patients and state rules will still be in effect.

OWS Updates Vaccine Distribution Work, Biden Outlines Own Vision

The Trump Administration modified its vaccine distribution plan in light of recent complications. Leaders of Operation Warp Speed (OWS) announced states should prioritize the vaccination of all individual 65 or older, or anyone with comorbidities. Further, OWS said they were releasing much more of the reserved doses to increase initial supply, though new reports suggest the reserve may have already been mostly depleted, raising many alarms. Given that the Administration had announced more vaccine supply was coming at the same time that it encouraged states to broaden eligibility, the news that additional supply is not on its way is being met with a strong reaction from governors. Many governors expressed strong disappointment the federal government had lied to them about the vaccine reserve supply around which they planned their vaccine plans.

According to OWS, more than nine million Americans have received their first vaccine dose. They are averaging 700,000 doses a day administered, and hope to be up to one million per day by next week.

Meanwhile, the incoming Biden Administration made several key announcements this week related to vaccine distribution. As discussed above, in a major speech Thursday night, President-elect Biden outlined his plan to change how the federal government will oversee vaccine distribution. The plan asks Congress for $20 billion for vaccine-related activities. His plan entails establishing large community vaccination centers to serve as hubs. It also includes mobile vaccine units for hard to reach communities. The Biden plan would also adjust the Medicaid Federal Medicaid Assistance Percentage to help cover the cost of administering the vaccine to Medicaid patients.

In addition, President Biden announced former Food and Drug Administration Commissioner David Kessler will lead its vaccine distribution efforts. Kessler will replace Dr. Moncef Slaoui, who resigned as scientific head of Operation Warp Speed this week. Army General Gustave Perna will remain the

vaccine distribution chief operating officer. Further, it is reported that Operation Warp Speed will be renamed.

If you or your staff have any questions or require additional information on any of the items in this bulletin, please contact Peter DeMarco at 714-834-5777.

LEGISLATIVE AFFAIRS PROGRAM GUIDELINES
2021

The County of Orange recognizes the need to protect its interests in Sacramento and Washington, DC. To be most effective, the County of Orange has at its disposal the County Executive Office-Legislative Affairs Unit and the County's Legislative Advocates.

Attempts to impact public policy debate are an ongoing challenge. As more entities engage in these debates, the County of Orange must ensure that its Legislative Affairs Program effectively impacts the legislative, administrative and regulatory processes. This document serves as a protocol for the Board of Supervisors (Board), County departments/agencies (Departments), CEO office of Legislative Affairs (CEO-LA), and the County's Legislative Advocates to follow.

I. BOARD

A. The Board will direct the County's legislative efforts as the elected legislative body with the authority to make policy decisions for the County of Orange.

B. The Board will adopt a two-year Legislative Platform corresponding to the state and federal legislative session

C. The Board will adopt a yearly Legislative Priorities document that will direct the County's state and federal legislative efforts.

D. Any member of the Board may agendize specific issues at any time regarding the County's legislative program or regarding a specific legislative proposal.

E. Individual Board members may write correspondence and make public their position on a particular public policy issue. They may not, however, state their position as being a position taken by the County unless the matter has come before the entire Board and a majority has approved it.

II. COUNTY EXECUTIVE OFFICE – LEGISLATIVE AFFAIRS PROGRAM

A. Overview

1. CEO-LA will provide an independent legislative analysis for the Board. Its role is to serve the Board in an advisory role regarding how to best represent the County's interests in Sacramento and Washington, D.C. CEO-LA staff serves under the policy direction of the Board but reports to the CEO.

2. CEO-LA has the primary responsibility to identify and monitor bills of interest and influence the legislative process by administrating the County's legislative affairs program in collaboration with Departments. CEO-LA directs the Board's Legislative Advocates to impact the process through their lobbying efforts in Sacramento and Washington, D.C.

3. CEO-LA will provide the communication link between the Board, Departments, and the Legislative Advocates regarding the progress of the County's goals on bills of interest.

4. CEO-LA will use the Legislative Platform in addition to Board direction to guide legislative affairs efforts.

5. CEO-LA, will monitor Departments to ensure they are operating in a manner consistent with these procedures.

6. CEO-LA will work with designated staff from each Department for the purpose of regularly updating Departments regarding legislative issues. CEO-LA will maintain a list of the designated staff for each Department and will update the list on a regular basis. It is the Departments responsibility to notify CEO-LA of any changes.

B. Legislative Platform

1. Every even numbered year, CEO-LA will draft and the Board will adopt a two-year Legislative Platform that corresponds with the state and federal legislative sessions. The platform will communicate key legislative priorities and policies of the County in Sacramento and Washington, D.C. and provide policy direction and guidance to Departments and staff.

2. CEO-LA will seek input for the platform from the Board, Departments, the Orange County legislative delegation, local elected officials, and area stakeholders.

C. Legislative Priorities

1. Every year CEO-LA will draft, and the Board will adopt a legislative priorities document. The legislative priorities will communicate key issues of importance to the County in Sacramento and Washington, D.C.

D. County Sponsored Bills

Overview:

1. The County of Orange may sponsor legislation as a means of accomplishing its policy and priority goals.

2. Before bringing each legislative proposal before the Board, CEO-LA in collaboration with Departments, Legislative Advocates, and County Counsel, as appropriate, will analyze how each legislative proposal would impact the County.

3. Before each legislative session, the Board will determine the legislative proposal(s) for which the County will seek author(s) in Sacramento and sponsorship in Washington, D.C.

4. Following the Board's decision on which legislative proposals to pursue, CEO-LA in collaboration with Departments, Legislative Advocates and County Counsel will develop bill language/proposal and a background sheet.

5. CEO-LA will work with the County's Legislative Advocates to identify author(s)/sponsor(s) for each legislative proposal approved by the Board.

6. CEO-LA may work with the County's Legislative Advocates on any technical or minor changes to County sponsored legislation. Any substantive changes under consideration must be brought to the Board for approval.

7. CEO-LA will keep the Board and relevant Departments apprised of the status of County sponsored bills.

Role in Sponsored Legislation:

1. Once an author has been identified, CEO-LA and the Legislative Advocates will work with the author's office to ensure:

    a. The proposal has been submitted to the California State Legislative Counsel or Congressional staff for drafting.

b. A background sheet for each Committee to which the bill has been assigned has been completed and returned to the author's office.

2. CEO-LA and the Legislative Advocates will also:

   a. Work to remove any opposition to the bills.

   b. Work to build support for the bill.

   c. Work to add co-authors to the bill.

   d. Communicate with the author's office regarding the bill and provide any additional information or resources necessary.

   e. Provide the Board with regular updates on the bill's progress.

   f. Provide affected Department(s) with regular updates on the bill's progress.

E. Board Direction

1. CEO-LA will work with the Clerk of the Board to place a recurring agenda item (Legislative Bulletin) on the Board's agenda to allow the Board to take immediate action when necessary.

2. CEO-LA will bring before the Board via the Legislative Bulletin any bill deemed by CEO-LA to have a high level of significance due to county impact, Board interest, strategic positioning or coalition building.

3. When recommending action on a particular bill, CEO-LA will provide an analysis and a recommended position.

4. CEO-LA will provide Board offices with copies of any CEO-LA external correspondence pertinent to the County's legislative affairs efforts.

5. When a Board member identifies an issue of importance requiring action and it is approved by the Board, it will be termed a Board Initiative. Such initiatives represent a major legislative or administrative/regulatory issue of importance to the County and include an action plan with a timeline and desired outcome. Board Initiatives will be tracked in accordance with Sec. II. (L).

F. Letter to the Board

1. A letter to the Board is required before consideration of legislation with subject or policy implications that are not included, or are contrary to, the approved Legislative Platform. If the request is made by a Board member, the letter will be placed on the Board's agenda as an attachment to the standing Legislative Bulletin, separate from other legislation under consideration. If the request is generated from a Department, the letter will be evaluated by CEO-LA prior to inclusion in the Legislative Bulletin.

2. The letter can either provide a recommendation on specific legislation by the requesting entity, or it may request that the Board incorporate a new policy into the Legislative Platform on additional matters of importance to the County.

3. CEO-LA will provide an analysis of the legislation or policy as an attachment to the letter.

4. Letters to the Board from Departments must be submitted to CEO-LA at least 14 days prior to a Board meeting.

G. Legislative Tracking

1. CEO-LA will identify all bills which relate to the County's Legislative Platform and which may have a direct and specific impact upon the County of Orange throughout the legislative session. CEO-LA will monitor each bill's status and language in coordination with Departments and Legislative Advocates.

2. The Legislative Bulletin CEO-LA will provide an updated tracking report. Tracking reports included in the Legislative Bulletin include:
    a. County sponsored legislation
    b. Legislation the Board has taken a position
    c. Legislation regarding topics of particular interest to the Board.

3. Through Capitol Track CEO-LA will track legislation taking into account its impact on the County, priority level of the bill and county department it impacts. The categories will be as follows:

    a. County Sponsored: legislation primarily developed and advocated (or promoted) by the County.

    b. County Position: bill for which the Board has adopted a position.

    c. High Watch: bills likely to be recommended for Board consideration or that may have a significant impact on the County.

d. Watch: bills identified as containing policies that may have an impact on the county but have not risen to the level of high watch.

4. Through Capitol Track Departments will track legislation impacting their Departments.

H. Bill Analysis

1. CEO-LA in consultation with impacted Department(s) will be responsible for the completion of an independent analysis on each bill brought before the Board and for any bill for which a Board office requests an analysis.

2. An analysis of any bill should include the following information as appropriate:

    a. The bill number
    b. The name of the bill's author
    c. The version of the bill analyzed
    d. CEO-LA recommended Board action
    e. The policy question related to the bill
    f. A summary of the legislative proposal
    g. Arguments in support of the bill
    h. Arguments in opposition of the bill
    i. A list of supporters of the bill
    j. A list of opposition to the bill
    k. Impact upon the County-fiscal and other
    l. Orange County delegation votes/position (if available)
    m. Background
    n. Any other information deemed necessary

I. Board Positions

The Board will adopt one of the following positions when considering legislation:

1. *Support* – the bill has a favorable fiscal, policy or operational impact on County programs and is consistent with existing County policy. If the bill is amended, this position remains in effect unless the Board modifies its position.

2. *Support if Amended* – the bill could be beneficial to the County, but has a provision or provisions that make it unacceptable in its present form. If the bill is amended as requested, the County's position changes to Support.

3. *Oppose* – the bill mandates unjustified costs, interferes with efficient administration or operations of County programs, and/or is in conflict with policies adopted by the Board.

If the bill is amended, this position remains in effect unless the Board modifies its position.

4. *Oppose unless Amended* – the bill is undesirable, but can be made unobjectionable by amendment. If the bill is amended as requested, the County's position changes to neutral.

5. *Neutral* – the County has no position.

6. *Watch* – the bill has been introduced as "intent " language, which may have an impact on the County. If the bill is amended, this position remains in effect unless the Board modifies its position.

J. Board Correspondence

1. After the Board adopts a position on legislation, a letter will be sent by the Chair or designee on behalf of the County to the bill's author.

2. A copy of the letter will be provided to the Orange County legislative delegation.

3. Throughout the legislative process a letter with the Board's adopted position will be sent to each committee the bill is assigned to.

4. If the bill is amended after the Board adopts a position and remains consistent with the Board's position, the CEO or designee, or the Legislative Advocate may send a letter reaffirming the County's position.

5. Legislative Advocates are responsible for delivering letters to author's office and committee staff in a timely manner to ensure the Board's position is reflected in all analyses.

K. Attempts to Impact Legislative Outcomes

1. CEO-LA, to the extent possible, is charged with the task of gaining positive legislative outcomes for the County of Orange.

2. CEO-LA will work to actively seek amendments to legislative proposals for which the Board has taken a "Support if Amended," or "Oppose unless Amended" position.

3. For legislative measures on which the Board has taken a position, CEO-LA will actively work with the County's Legislative Advocates, trade associations and other stakeholders as appropriate to achieve the desired outcome.

4. CEO-LA may work with the Legislative Advocates to amend legislation prior to Board action if the matter is of an immediate and urgent nature and the requested changes are consistent with the Legislative Platform.

L. Testimony and Comments

1. CEO-LA will work with Legislative Advocates to develop strategies on how best to influence the public policy debate through the testimony of the County and comments on proposed rules and regulations.

2. The following are the only individuals authorized to testify on legislative issues: A member of the Board, the Chief Executive Officer or designee, County Legislative Advocates, and Board or CEO-authorized County staff. Such testimony will be aligned with the Board's position on a specific bill and the Legislative Platform.

3. The Board shall have the first opportunity to testify or comment on legislation, rules, or regulations. If the Board chooses not to do so, CEO-LA will coordinate with County Departments to provide testimony or comment when appropriate.

4. CEO-LA and Legislative Advocates will aid in preparing Board members or appointed County staff for testimony before federal or state governmental agencies and/or legislative, Congressional or decision-making bodies.

5. CEO-LA will work with Departments to ensure that any prepared testimony is consistent with Board policy. CEO-LA will review and approve prepared testimony from Departments prior to presentation.

6. In those instances when a Board member or other County representative is not available, the County's Legislative Advocates will provide testimony on all measures and administrative/regulatory issues on which the County has a position.

M. Use of Associations and Coalitions

1. CEO-LA will work to establish coalitions with other legislative units and other associations on legislative issues of interest to the Board.

2. CEO-LA will work to build grassroots support for County positions and County sponsored bills.

N. Informational Service

1. CEO-LA will provide the following informational reports to the CEO and the Board:

    a. Legislative Bulletin – Provides recommended action to the Board on legislation, and updates on County sponsored measurers or bills of specific interest to the Board.

    b. Report on Final Legislative Action on State and Federal Bills of Interest to Orange County – prepared by the County's Legislative Advocates at the end of each legislative session to summarize the legislative actions taken on County sponsored and position bills.

    c. Special Report and Memos – Prepared, as requested or assigned by the Board, on major legislative subject areas.

    d. A weekly legislative update on key issues occurring in Sacramento and Washington, D.C.

    e. A Board Initiative matrix provided as requested.

2. CEO-LA will coordinate the development of the following with the CEO-Budget Office:

    a. State Budget Analysis – Prepared as a preliminary analysis of the State Budget.

    b. State Budget Updates – Prepared, as needed, to update the Board on the latest budget developments.

    c. State Budget Adoption Analysis – Prepared upon the budget's adoption to analyze the consequences of the State's adopted budget on the County's General Fund and programs.

O. Other Services

CEO-LA will:

1. Administer central contracts for Legislative Advocates; prepare evaluations of County Legislative Advocates with input from the Board and file contract recommendations for consideration by the Board; and, in conjunction with the Sacramento Legislative Advocate, file quarterly reports on lobbying activities with the Secretary of State.

2. Schedule meetings as requested between the Legislative Advocates and the Board.

3. Plan, arrange, and attend meetings of the Board with the Orange County Federal and State delegation as requested.

P. Comments on Regulations and Proposed Rule-Makings

1. CEO-LA will seek input from Departments regarding the impact of a proposed rule/regulations on the County.

2. If necessary, requests for comments on state or federal rules or regulations will be vetted through the Board to determine whether Members wish to provide comment or testify.

III. LEGISLATIVE ADVOCATES

A. Legislative Advocates represent the County in Sacramento and Washington, DC, before State and Federal legislative bodies and executive agencies for the general purposes of:

1. Representing the County and serving as a liaison between Congress/California State Legislature, the President/Governor, Federal/State administration officials, and other Federal/State Department representatives.

2. Leading the County in developing and implementing an effective advocacy strategy and annual legislative program to:

    a. Influence legislation, regulatory activity, administrative rule-making counsel and grant support and policies as they relate to County priorities, programs and operations, including enacting legislation which accomplish specific County goals.

    b. Identify opportunities to increase funding for County priorities, programs and operations. County advocates will be proactive in opposing legislation or statutes that may have a negative impact on funding.

3. Researching and providing information to the County on such matters as:

    a. Budget: Prepare written reports of analysis of budget actions and their impact on the County.

b. Legislation and laws: Monitor legislation affecting County programs and alert the County Executive's Office and appropriate departmental staff.

c. Funding opportunities and availability.

d. Congressional/Legislative hearings, reports and testimony.

e. Federal/State regulations, guidelines, directives and other administrative policies, both proposed and adopted.

f. Technical memoranda and reports impacting County operations.

B. The specific duties of the County's Legislative Advocates include:

1. Assist the County in developing strong relations with the County's congressional/legislative delegation, congressional/legislative leaders and the Administration. This includes developing a target list of key influencers from both parties in Congress/the Legislature and proactively developing relationships between these members and County leaders.

2. Assist in the development of the County's annual legislative platform and prioritization of Federal/State legislative efforts.

3. Provide ongoing program development support to CEO-LA including, but not limited to, Legislative Platform development, legislative coordinator training, support in development of program guidelines including identification of best practices and metrics to monitor success of County's advocacy program.

4. Implement the legislative objectives approved by the Board, including (if necessary) obtaining sponsorship of bill(s) or amendment(s) to bill(s) consistent with the legislative agenda and Legislative Platform approved by the Board.

5. Provide logistical support to arrange appointments and meetings with members of Congress/the Legislature, Administration, and Federal/State agencies, as needed. This includes preparing talking points and/or briefing materials as needed.

6. Monitor all bills of interest to the County and take action on legislation as directed by the Board. For bills or amendments passed into law that affect the County, the Legislative Advocates shall monitor the implementation of those laws and advise the County on the action needed to ensure proper implementation and compliance.

7. Identify and report to the County on proposed legislation, policies, regulations, and administrative actions, which would or potentially could impact County governments generally and/or Orange County specifically.

8. Provide support to Legislative Affairs Unit in identification of bills of interest/concern and weekly bill tracking.

9. Provide weekly written updates to be presented to the Board at scheduled Board of Supervisors meetings and individual briefings as requested.

10. Participate in weekly (or more frequent) teleconference briefings with the CEO or designee, Legislative Affairs Unit and/or Board of Supervisors staff.

11. Maintain regular, routine communication with the Board, their staff, the CEO and CEO-LA regarding issues of importance to the Board, CEO, and Department Directors.

12. Provide assistance to County staff and private contractors employed by the County in drafting testimony on proposed federal/state legislation, policies or regulations which could impact the County of Orange.

13. Distribute correspondence, briefing papers, fact sheets and other materials necessary to assist in advocacy efforts on behalf of the County.

14. Testify on behalf of the Board's adopted positions on proposed legislation when appropriate.

15. Provide written monthly reports with each professional services invoice to the County detailing the nature and extent of the services or actions taken and status on behalf of the County, as well as reporting on issues in Washington, DC/Sacramento that may impact County governments in general or Orange County government specifically.

16. Make presentations to the Board or other elected officials as requested.

17. Coordinate County legislative efforts with other advocacy groups and individuals.

18. Serve as the liaison to the National Association of Counties/California State Association of Counties, and, as requested, to other federal/state professional organizations.

19. Keep County staff apprised of legislative events including, but not limited to, open houses, special events, etc. and if requested attend on behalf of the County of Orange.

20. Draft correspondence, briefing papers, talking points, and other materials necessary to assist in advocacy efforts on behalf of the County.

21. Coordinate with CEO-LA to assess and identify grant opportunities and develop strategies to secure support for the County's grant applications.

22. Disclose potential conflicts of interest as soon as possible.

23. Immediately notify the CEO or designee and the Board if being investigated by any government agency, under threat of a lawsuit, or subject to actual litigation that has been filed.

24. Perform other related duties as mutually agreed upon.

C. Legislative Advocates will serve at the policy direction of the Board but will report to the CEO.

IV. COUNTY COUNSEL

A. County Counsel advises the County Executive Office, Departments, the Legislative Advocates and the Board on the legal aspects of legislative matters affecting the County. This support includes:

1. Advise the County Executive Office on procedural matters and application of the Brown Act with respect to special meetings of the Board with Federal or State legislative delegations.

2. Review proposed legislation submitted by Departments, advise the County Executive Office on any legal issues identified, and draft proposed legislation behalf of the County in conjunction with the County Executive Office.

3. Provide legal support to the County Executive Office and Departments on legal issues surfaced through adopted/pending legislation or in support of County sponsored legislation.

4. Review language after County sponsored bills are introduced.

5. Provide guidance as needed on coordination associated with advocacy events.

V. COUNTY DEPARTMENTS

A. Overview

1. No action may be taken by a Department on any legislation which is in conflict with Board policy, Legislative Affairs Program Guidelines, or the Legislative Platform.

2. A County elected official as an individual member may wrote letters or make public their position on a particular legislative issue. They shall make the Board aware of all actions they intend to take with respect to legislative and major administrative/regulatory issues. They may not, however, state their position as being that of the County at large. CEO-LA is available to assist in providing this information to the Board via the Legislative Bulletin or other means.

3. Departments will monitor and alert CEO-LA of critical rules, regulations, and legislation introduced in Sacramento or Washington, DC that will impact their Department.

4. Appointed Department heads and/or designees will coordinate all requests for assistance from the County's Legislative Advocates through CEO-LA.

5. Departments shall work through CEO-LA regarding all positions on legislation.

6. Departments will submit an analysis of any legislative proposal to CEO-LA 14 days prior to the desired date of Board consideration. If a Department wishes the Board to take action on a legislative issue, the analysis must be approved by the Department Director.

7. Appointed Department heads may not retain a legislative advocate without Board approval.

8. Departments may provide comments on non-legislative matters that affect the operations, both procedural and technical, of their Departments, without prior Board authorization.

9. Department staff traveling to Sacramento or Washington DC on official business will notify the CEO or designee in advance and will work with CEO-LA as needed to identify opportunities to promote County legislative and administrative/regulatory goals.

B. Written Correspondence Policy for Departments

1. Written correspondence on behalf of the County to elected officials at the federal, state or local level should be transmitted over the signature of the Board. Departments should route such written correspondence through CEO-LA.

2. The Board may delegate authority to originate and transmit letters in support of or in opposition to pending State and Federal legislation only if:

    a. The Board has taken a specific position that the correspondence addresses.

    b. It has been reviewed and approved by the County Executive Office in advance.

    c. Copies must be provided to the Board and CEO-LA by the originating Department before its distribution.

3. If a rule or regulation is deemed significant, CEO-LA will coordinate with Departments on correspondence for Board consideration.

C. Testimony

1. All testimony on legislation, rules, or regulations must be aligned with the Board's position and the Legislative Platform.

2. All scheduled testimony of any kind must be communicated to and coordinated with the Board and CEO-LA prior to the date of the presentation. CEO-LA will notify the Board and the Legislative Advocates when appropriate.

3. County staff is authorized to present information of a non-policy nature (information of a technical, operational or factual nature) without prior Board authorization to members, committees, and staffs of the Legislature and Congress, and local regional or State governmental decision-making bodies and organizations and associations of which a Department is a member.

4. Department and County staff seeking to testify regarding legislation or major rules/regulations will seek CEO or Board approval.

5. Departments and staff will submit a written report to CEO-LA regarding the testimony given. This report will include a summary of the testimony, questions asked and answers provided.

D. Seeking County Sponsored Legislation or Administrative/Regulatory Changes

1. If a Department would like the County to consider whether to sponsor a legislative proposal or an administrative/regulatory change, the Department will contact CEO-LA and request that they place the proposal on the agenda for Board consideration.

2. It is the Department's responsibility to provide a background sheet and an analysis for any proposal for which the Department is seeking Board consideration at least 14 days prior to the desired date of Board consideration. The background sheet and analysis will be provided to CEO-LA before the item comes before the Board.

3. Departments will adhere to County and Department goals, objectives, and priorities and the Legislative Platform when developing legislative proposals and administrative/regulatory changes for which they plan to seek County-sponsorship.

VI. LEGISLATIVE ADVOCACY BY COUNTY ADVISORY BOARDS AND COMMISIONS

A. A County advisory board or commission may not make a recommendation on pending legislation or on legislative issues to any legislative body other than the Board.

B. Those advisory boards or commissions which are specifically mandated to advise certain legislators under the government codes or laws establishing them are exempt from the above provisions. They may forward their recommendations per the requirements of their mandates, and provide a copy to CEO-LA.

VII. ADVOCACY WITHIN PROFESSIONAL ORGANIZATIONS/ASSOCIATIONS

A. Departments have the authority to work within the framework of County/regional/State/Federal organizations or professional associations to affect pending legislation if in advocating, staff represent a position that is consistent with Board policy and priorities and the Legislative Platform.

B. Positions taken by statewide and federal associations on pending legislation, which differ from official County positions, should be brought to the attention of the CEO-LA.

C. County personnel who become officers of statewide, regional, or federal professional associations should notify CEO-LA and the Board of their titles and responsibilities.

D. Staff and appointed Department heads should coordinate with CEO-LA prior to advancing a position with an organization or professional association of which they are a member.

Agenda Item

AGENDA STAFF REPORT

28

ASR Control 20-000842

MEETING DATE:	01/26/21
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Cynthia Shintaku (714) 834-7086

SUBJECT: Grant Applications/Awards Report

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Resolution to Form	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Grant Award – Health Care Agency – Immunization Local Assistance Grant-Amendment – $754,451.

2. Approve Grant Application and Adopt Resolution – OC Community Resources – Public Beach Restoration Grant–$3,000,000.

3. Approve Grant Application – Orange County Sheriff-Coroner Department – Traffic Reporting Improvement Program (TRIP) Grant – $60,000.

4. Approve Grant Application – District Attorney's Office – Alcohol and Drug Impaired Driver Grant – $1,944,928.

5. Receive and File Grants Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report
Attachment B - OCCR Resolution

Grants Report

DRAFT

County Executive Office/Legislative Affairs

January 26, 2021
Item No : 28

County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On January 26, 2021 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS:

1. Approve Grant Award – Health Care Agency – Immunization Local Assistance Grant-Amendment – $754,451.

2. Approve Grant Application and Adopt Resolution – OC Community Resources – Public Beach Restoration Grant–$3,000,000.

3. Approve Grant Application – Orange County Sheriff-Coroner Department – Traffic Reporting Improvement Program (TRIP) Grant – $60,000.

4. Approve Grant Application – District Attorney's Office – Alcohol and Drug Impaired Driver Grant – $1,944,928.

5. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Cynthia Shintaku at 714-834-7086.

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	January 19, 2021
Requesting Agency/Department:	Health Care Agency/Public Health
Grant Name and Project Title:	Immunization Local Assistance Grant - Amendment
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Immunization Branch.
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	07/28/20 (Recurring Grant Matrix Application – Health Care Agency)
Awarded Funding Amount:	$4,075,247 (5 year grant) Amendment increases funds of $754,451 for FY 2020-21
Notification Date of Funding Award:	January 15, 2021
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Five Year Agreement: Previous / This Amendment FY 17-18 $688,962 / $ 688,962 FY 18-19 $688,962 / $ 688,962 FY 19-20 $647,624 / $ 647,624 FY 20-21 $647,624 / $ 1,402,075 FY 21-22 $647,624 / $ 647,624 Total / $ 4,075,247
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Formula
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ). The purpose of the Grant amendment is to increase funding to augment and enhance efforts around influenza vaccination coverage as well as perform Coronavirus Disease 2019 (COVID-19) vaccination planning and implementation.	
Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:**	Yes ☐ See attached No ☒

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(Please list the Deputy County Counsel that approved the Resolution)	

Recommended Action/Special Instructions
(Please specify below)

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to accept this Grant Agreement Amendment for the term of July 1, 2017 through June 30, 2022 and delegate authority to the HCA Director, or designee, to execute the Acceptance of Award, and any required documents.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to the Agreement referenced above that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

Due to the amendment being associated with COVID-19 for FY 20-21, we are asking for this amendment be expedited through the Grants Report process.

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Marc Meulman, (714) 834-2980, mmeulman@ochca.com

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:

Margaret Bredehoft

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	1/26/21
Requesting Agency/Department:	OC Community Resources/OC Parks
Grant Name and Project Title:	Public Beach Restoration Grant: Capistrano Beach Nature Based Adaptation Demonstration Project
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Boating and Waterways (DBW)
Application Amount Requested:	Up to $3 million
Application Due Date:	February 1, 2021
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	**NO**
Recurrence of Grant	New ☐ Recurrent ☐ Other ☒ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	OC Parks applied for this grant for restoration of Capistrano Beach in 2019. The program was not funded for that cycle so we are re-applying this year.
Does this grant require CEQA findings?	Yes ☒ No ☐
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☒ Amount:_ or _15_ % No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	OC Parks budgeted item.
Will the grant/program create new part or full-time positions?	NO
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

If awarded, the California Department of Boating and Waterways Public Beach Restoration Grant, funds will be used by OC Parks to implement a nature-based climate adaptation demonstration project at Capistrano Beach to test and evaluate the feasibility of a shoreline protection strategy that could be applied elsewhere along the California Coast in similar circumstances. The project, in conjunction with California State Parks, aims to promote ecosystem-based methodologies demonstrated in the project to increase the resiliency of Capistrano Beach from the impacts of coastal hazards and the effects of sea level rise.

Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Mark Batarse

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Recommended Action/Special Instructions (Please specify below)
1. Authorize the OC Community Resources Director or designee to apply for the State of California Department of Boating and Waterways Public Beach Restoration Grant for Capistrano Beach Park. Authorize the OC Community Resources Director or designee to sign and submit all documents required for participation in the program. 2. Adopt the attached Grant Resolution for the Department of Boating and Waterways Public Beach Restoration Grant.

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Sue McIntire, OC Parks Grants Manager - (714) 478-3421; sue.mcintire@ocparks.com	

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Stacy Blackwood, OC Parks Director or designee	

RESOLUTION OF THE BOARD OF SUPERVISORS OF

ORANGE COUNTY, CALIFORNIA

January 26, 2021

WHEREAS, the State Department of Boating and Waterways (DBW) has been delegated the responsibility by the Legislature of the State of California for the administration of the Public Beach Restoration Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Boating and Waterways require the Applicant to certify by resolution the approval of the application as part of submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve the filing of an application for the Capistrano Beach Nature Based Adaptation Demonstration Project; and
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
4. Delegates the authority to the OC Community Resources Director, OC Parks Director, or authorized designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the application to the program; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ **GRANT APPLICATION /** ☐ **GRANT AWARD**

Today's Date:	January 14, 2021		
Requesting Agency/Department:	Orange County Sheriff-Coroner Department		
Grant Name and Project Title:	Traffic Reporting Improvement Program (TRIP) Grant (CFDA#20.610)		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California Office of Traffic Safety		
Application Amount Requested:	$60,000		
Application Due Date:	January 30, 2021		
Board Date when Board Approved this Application:			
Awarded Funding Amount:			
Notification Date of Funding Award:			
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)			
Recurrence of Grant	New ☒	Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A		
Does this grant require CEQA findings?	Yes ☐		No ☒
What Type of Grant is this?	Competitive ☒		Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ %		No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A		
Will the grant/program create new part or full-time positions?	No		
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.		

The Traffic Reporting Improvement Program (TRIP) grant funds are intended to be utilized to adopt and implement effective programs to improve the timeliness, accuracy, completeness, uniformity, integration, and accessibility of state data and to improve the compatibility of the state data systems with national data systems to enhance the ability to observe and analyze national trends in crash occurrences, rates, outcomes, and circumstances.

If awarded, the grant funds will be utilized to purchase a computer program that would automatically send the mandated information to the Statewide Integrated Traffic Records System. This computer program will allow Sheriff to automate the process of submitting reports in order to reduce potential errors that occur and streamline the report submission process.

The grant period is October 1, 2021 through September 30, 2022.

The Sheriff plans to return to the Board with a request to accept funding, if the grant application is

CEO-Legislative Affairs Office
Grant Authorization eForm

accepted.	
Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒
Recommended Action/Special Instructions (Please specify below)	
Authorize the Sheriff-Coroner, or designee, to sign all necessary application documents required for the submission of the application and supporting documentation to the State of California Office of Traffic Safety. Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the application.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Luis Ramirez, Grants Manager LURAMIREZ@ocsd.org 714-647-1871	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Sergeant Brent Jasper	

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	January 19, 2021
Requesting Agency/Department:	District Attorney's Office
Grant Name and Project Title:	Alcohol and Drug Impaired Driver Grants: Vertical Prosecution Program and California Traffic Safety Resource Program Training Network
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Office of Traffic Safety
Application Amount Requested:	Total Grant Application Amount: $1,944,928 • Vertical Prosecution Program: $1,111,500 • CA Traffic Safety Resource Program: $833,428
Application Due Date:	January 31, 2021
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	See table below
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	Existing personnel will provide the grant-funded services.
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

Year	Amount	Purpose
FFY 20-21	$1,039,400	Vertical Prosecution
FFY 20-21	$761,738	Statewide Training
FFY 19-20	$754,563	Vertical Prosecution
FFY 19-20	$722,513	Statewide Training

The California Office of Traffic Safety (OTS) awards funds to identify and address emerging traffic safety issues through innovative and evidence-based programs. This grant will provide continued funding for specialized personnel consisting of prosecutorial and investigative staff to prosecute alcohol and drug impaired driving cases as well as to provide training and technical assistance to police officers, prosecutors and other traffic safety professionals throughout the state. OCDA has been working in partnership with OTS on traffic safety and driving under the influence of drugs prosecutions since 2011. In 2017, OTS designated the District Attorney's Office as the statewide training agency for traffic safety.

CEO-Legislative Affairs Office
Grant Authorization eForm

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒

Recommended Action/Special Instructions
(Please specify below)

Request approval to apply for the California Office of Traffic Safety Grants program funding.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Glenn Robison 714-347-8778, glenn.robison@da.ocgov.com

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:

Glenn Robison

S30A

County Executive Office

Memorandum

January 21, 2021

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Michelle Aguirre for

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County Executive Office, ou=Chief Financial Officer, email=michelle.aguirre@ocgov.com, c=US
Date: 2021.01.21 08:29:33 -08'00'

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the January 26, 2021, Board Hearing.

Agency: Sheriff-Coroner
Subject: Naming of Katella Training Facility After Former Sheriff Sandra Hutchens
Districts: 3

Reason for supplemental: The Sheriff-Coroner would like to bring the renaming the Katella Training Facility as soon as possible to honor the life and legacy of former Sheriff-Coroner Sandra Hutchens. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: for A.D.

Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S30A
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	1/26/21
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	3
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Sheriff Don Barnes (714) 647-1800 Ray Grangoff (714) 647-1834

2021 JAN 21 AM 11:08 BOARD OF SUPERVISORS CLERK OF THE BOARD

SUBJECT: Naming of Katella Training Facility After Former Sheriff Sandra Hutchens

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Michelle Aguirre Digitally signed by Michelle Aguirre DN: cn=Michelle Aguirre, o=County Executive Office, ou=Chief Financial Officer, email=michelle.aguirre@ocgov.com, c=US Date: 2021.01.21 08:23:03 -08'00'	No Legal Objection Michael A. Haubert Digitally signed by Michael A. Haubert DN: cn=Michael A. Haubert, o=County of Orange, ou=County Counsel, email=michael.haubert@coco.ocgov.com, c=US Date: 2021.01.20 16:28:02 -08'00'	Discussion 3 Votes Board Majority
CEO Signature	*County Counsel Signature*	

Budgeted: Yes **Current Year Cost:** $50,000 **Annual Cost:** N/A

Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: GF: 100% **County Audit in last 3 years** No

Prior Board Action: 12/15/2020 #2

RECOMMENDED ACTION(S):

1. Authorize Sheriff-Coroner or designee to rename the Katella Training Facility at 1900 West Katella Avenue, Orange, California 92867 to the "Sandra Hutchens Regional Law Enforcement Training Center" in honor of former Sheriff-Coroner Sandra Hutchens, through modifications to the Second Amendment to Quitclaim Deed executed by the Chief Real Estate Officer or designee as previously approved by the Board of Supervisors on December 15, 2020.

2. Authorize Sheriff-Coroner or designee to execute the implementation of the appropriate signage featuring the new building name, including but not limited to executing any necessary amendments or modifications to the Amended and Restated Memorandum of Understanding with the Orange County Peace Officers Association, Inc., approved by the Board of Supervisors on December 15, 2020.

3. Find that the proposed renaming of the Katella Training Facility is consistent with Board Resolution 95-56, providing that no public facility under the jurisdiction of the County of Orange shall be named after any elected official of the County who is serving as such at the time that the facility is named or after any living person who has served as an elected official of the County.

SUMMARY:

Approval of the recommended actions will allow the Sheriff-Coroner Department to rename the Katella Training Facility to honor the life and legacy of former Sheriff-Coroner Sandra Hutchens.

BACKGROUND INFORMATION:

Sandra Hutchens was appointed as the 12th Sheriff of Orange County on June 10, 2008. She was subsequently elected to two four year terms in 2010 and 2014. Her time as Sheriff was preceded by a 32-year career with the Los Angeles County Sheriff's Department in which she started as secretary, became a deputy and rose to the rank of division chief. Sadly, Sheriff Hutchens passed away on January 4, 2021, following a cancer diagnosis.

During her tenure as Orange County Sheriff, Sandra Hutchens implemented significant reforms that greatly contributed to the safety of all Orange County residents. A partial list of her accomplishments include: maintaining the lowest crime rates in the nation; enhancing the department's homeland security function through expansion of the Orange County Intelligence Assessment Center; creation of the department's Cyber Crime Unit; formation of the Sheriff's Interfaith Advisory Council; led the department through the fiscal crisis of FY 2008-09; and obtained $180 million in state funding for construction of new jail buildings at the James A. Musick Facility focused on programming and mental health.

In addition to her management of the department, Sheriff Hutchens was recognized as a national leader in law enforcement. She was actively involved in the Major County Sheriffs of America Association, where she served as president from 2016 to 2018, the National Sheriffs' Association, and the International Association of Chiefs of Police. Additionally, Sheriff Hutchens served as a board member for the National Executive Institute Associates, the California State Sheriffs' Association and the Orange County Gang Reduction and Intervention Partnership. From 2012 to 2017 she served on the California Peace Officers Standards and Training Commission.

Sheriff Hutchens's work was not limited to the law enforcement community. She was involved with several non-profits and community organizations including the Orange County United Way, Laura's House, the Boy Scouts, the Girl Scouts and the National Law Enforcement Cancer Foundation.

On her desk was a quote from President Ronald Reagan, "There is no limit to what you can accomplish if you don't care who gets the credit." These words embodied who Sandra Hutchens was and she lived by them, what she accomplished will endure well beyond her life. This humble woman never sought credit, but the people of Orange County owe her a tremendous debt of gratitude.

This request to rename the Katella Training Facility located on 1900 West Katella Avenue, Orange, California, 92867 the "Sandra Hutchens Regional Law Enforcement Training Center" is a fitting tribute to the late Sheriff's commitment to the law enforcement profession and is an appropriate expression of the County's gratitude for her years of service. The naming of the facility is addressed in the Quitclaim and Amended and Restated Memorandum of Understanding with the Orange County Peace Officers Association, Inc., pursuant to which the County owns and operates the Katella Training Facility. If approved, this agenda item will permit necessary revisions to those documents with the approval as to form by County Counsel.

FINANCIAL IMPACT:

Appropriations for the signage for the Sandra Hutchens Regional Law Enforcement Training Center are included in the Sheriff-Coroner's FY 2020-21 Budget for Budget Control 060.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

N/A

County Executive Office

S30B

Memorandum

January 21, 2021

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Michelle Aguirre for

Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County Executive Office, ou=Chief Financial Officer, email=michelle.aguirre@ocgov.com, c=US
Date: 2021.01.21 08:32:09 -08'00'

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the January 26, 2021, Board Hearing.

Agency: Probation
Subject: Authorize Retroactive Purchase Order with Sidepath, Inc. for Maintenance Software Support
Districts: 3

Reason for supplemental: The County Executive Office is requesting this Supplemental ASR be placed on the January 26, 2021, Board agenda to allow payment of a retroactive invoice and prevent disruption in vendor support for Dell servers located at Juvenile Hall. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: for A.D.

Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S30B
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2021 JAN 21 AM 11:08
CLERK OF THE BOARD
BOARD OF SUPERVISORS

MEETING DATE:	01/26/21
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	3
SUBMITTING AGENCY/DEPARTMENT:	Probation
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Steven Sentman (714) 645-7001 Bryan Prieto (714) 645-7002

SUBJECT: Authorize Retroactive Purchase Order with Sidepath, Inc. for Maintenance Software Support

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Michelle Aguirre Digitally signed by Michelle Aguirre DN: cn=Michelle Aguirre, o=County Executive Office, ou=Chief Financial Officer, email=michelle.aguirre@ocgov.com, c=US Date: 2021.01.21 08:31:05 -08'00'	Agreement Approved as to Form	Discussion
CEO Signature	*County Counsel Signature*	3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** $81,086 **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: State: 27% (1991 and 2011 Realignment, YOBG), GF: 73%

County Audit in last 3 years No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or authorized Deputy to retroactively approve Purchase Order with Sidepath, Inc. for Maintenance Software Support for the term of July 4, 2020, through July 31, 2021, in an amount not to exceed $81,086.

SUMMARY:

Approval of the retroactive Purchase Order with Sidepath, Inc. will allow the Probation Department to continue receiving the maintenance software support for Dell EMC Isilon, Power Edge and Networking Support for the security camera and data retention system at Juvenile Hall that allows the Probation Department to monitor all areas in the facility to ensure security and safety of the youth and staff.

BACKGROUND INFORMATION:

The Probation Department's (Probation) Juvenile Hall operates a Closed Circuit Television (CCTV) system that provides video surveillance for the site. Due to the system aging as well as additional legislative requirements to increase data retention storage timelines, Probation submitted a Capital Project Request to replace and upgrade the system in the amount of $1.4 million. The Security Camera and Data Retention project was approved for funding and OC Public Works (OCPW) began coordination of purchase of the system components as well as construction on converting an existing room at Juvenile Hall to house the new system.

On June 28, 2017, OCPW issued contracts to Dell Marketing LP (Dell) in the amount of $222,631.13 and Sidepath, Inc. (Sidepath) in the amount of $431,192.44 for the purchase and installation of Dell EMC Isilon Hardware, Software and Maintenance services for the project. The equipment was delivered on various dates from July 6, 2017, through November 7, 2017. OCPW began working to establish a Job Order Contract (JOC) for the construction of the room. Through negotiations with the original JOC contractor, OCPW was not able to negotiate an agreed project price within the approved project budget and began negotiations with a second JOC contractor. This created a delay in the timeline for the project. On May 1, 2018, OCPW issued a JOC with Vincor Construction Inc for the construction of the room in the amount of $877,359.96.

The Dell equipment was delivered on various dates from July 6, 2017, through November 7, 2017, to the site location but was not installed immediately as the room had not yet been constructed. Once construction was complete, the Dell EMC Isilon Hardware was to be installed. During the time from the original purchase to when the equipment was installed, Dell had gone through a merger with EMC Corp and employees working on the project were no longer with the company. Dell originally informed OCPW they were not aware of a project with the County. After further investigation, Dell identified the project, however they notified the County that the three-year period for maintenance software support had expired and that they would not be able to come on site to finish the installation until an agreement was in place. Typically, the maintenance support period begins upon installation of said equipment, but in this case, the period began upon equipment delivery. Additionally, notification of maintenance support services expiration is usually communicated in advance to allow time for renewal of agreements, but due to the transitions, this was inadvertently overlooked.

To resolve the issue with Dell coming on site to complete the installation OCPW reached out to County Procurement Office (CPO) for assistance. CPO was able to open communication with Dell and negotiate them returning on site to complete the installation with an understanding payment for the continued service period would be made by Probation. Dell came onsite January 6, 2020, to perform the installation and the work was completed on November 3, 2020.

On October 19, 2020, Orange County Information Technology (OCIT) submitted a requisition for continued service with Sidepath, a contracted Dell authorized reseller through the National Association of State Procurement Officials (NASPO). Due to Dell's warranty requirements, services must be continuous to not void the warranty, therefore the requested service period of this contract is retroactive to July 4, 2020. The aforementioned delays resulted in an approximate 18-month delay in the project.

Probation, pursuant to Contract Policy Manual Section §3.1-108, is requesting Board of Supervisors (Board) approval of the retroactive Purchase Order with Sidepath for the purchase of Maintenance Software Support for the term of July 4, 2020, through July 31, 2021, which will allow for payment of the invoice in the amount of $81,085.56 and continued maintenance support through the end of the contract term. To

ensure this does not occur in the future, OCPW and OCIT will work closely with Probation regarding software and warranty expirations related to IT projects.

The NASPO contract includes non-standard limitation of liability and indemnification provisions, which were reviewed and approved by County Executive Office/Risk Management.

This contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Budget Control 057, Probation, FY 2020-21 Budget and will be included in the budgeting process for future years. While this contract ends in FY 2021-22, costs for the contract have already been incurred, are past due and will be paid, upon Board approval. As such, there are only Current Year Costs identified and associated with this item.

The NASPO contract contains language allowing the Department to terminate the contract after 30 days of written notice in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

REVIEWING AGENCY:

OC Public Works

ATTACHMENT(S):

Attachment A – PO-057-21011071
Attachment B – Invoice #14053
Attachment C – Contract Summary Form

SUBORDINATE CONTRACT
PO-057-21011071
WITH
SIDEPATH, INC
FOR
MAINTENANCE SOFTWARE SUPPORT FOR DELL EMC AND RELATED PRODUCTS

This Subordinate Contract Number PO-057-21011071 (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California acting through the Orange County Probation Department (hereinafter referred to as "County") with a place of business at 1055 N. Main St. 5th Floor, Santa Ana, CA 92701, and Sidepath, Inc., with a place of business at 22892 Mill Creek Drive, Laguna Hills, CA 92653 (hereinafter referred to as "Contractor"), for Maintenance Software Support for Dell EMC and Related Products. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment I – NASPO Dell Master Agreement No. MNWNC-108
Attachment II – NASPO Dell Master Agreement No. MNWNC-109
Attachment III – Scope of Work
Attachment IV – Compensation and Pricing

RECITALS

WHEREAS, National Association of State Procurement Officials (NASPO) has issued Contract MNWNC-108 and MNWNC-109 (referred to as "Master Agreement") effective April 1, 2015 through July 31, 2021 for Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Master Agreement established Sidepath, Inc. as a Dell authorized reseller, and

WHEREAS, County desires to ratify the Contract service period for Maintenance Software Support for the Dell EMC and Related Products, commencing July 4, 2020 through and including July 31, 2021; and

WHEREAS, all terms and conditions, amendments/modifications of the Master Agreement are incorporated herein by this reference into this Contract; and

WHEREAS, the County of Orange Board of Supervisors has authorized the County Procurement Officer or authorized Deputy to enter into a Contract with Contractor for obtaining said Services; and

NOW, THEREFORE, the Parties mutually agree:

ARTICLES

1. **Scope of Contract:** This Contract and its Attachments specifies the contractual terms and conditions by which the County will procure Maintenance Software Support for Dell EMC and Related Products in accordance with the terms and conditions, and pricing of the Cooperative Agreement, attached hereto and incorporated herein by reference, and as further detailed in Attachment IV - Scope of Work.

2. **Term of Contract:** This Contract shall be effective July 4, 2020 and continue through and including July 31, 2021, unless otherwise terminated by the County.

3. **Compensation & Payment:** Contractor agrees to provide Maintenance Software Support for Dell EMC and Related Products from July 4, 2020 through and including July 31, 2021 at the fixed rates specified in Attachment IV – Compensation and Pricing. The total cost of this Contract shall not exceed **$81,085.56**

4. **Invoice and support documentation shall be mailed to:**

   COUNTY OF ORANGE
   PROBATION: ACCOUNTS PAYABLE
   PO BOX 10260
   SANTA ANA, CA 92711-0260

   Or Emailed to Prob-AP@prob.ocgov.com (preferred)

   Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

   An acceptable invoice format shall minimally include:

   A. Contractor's name or DBA;
   B. Contractor's address;
   C. Contractor's remittance address (if different from line B);
   D. Contractor's Federal taxpayer's ID number;
   E. Billed to the County of Orange or Orange County Probation Department;
   F. Invoice number;
   G. Invoice date;
   H. Description of services/goods;
   I. Quantity and Price of services/goods;
   J. Date services/goods ordered;
   K. Contract **PO-057-21011071**;
   L. Contractor's Federal I.D.; and
   M. Sales tax, when applicable; and
   N. Total Invoice Amount.

   Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via EFT Authorization Form. To request a form, please contact the DPA.

4. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:	**COPY TO:**
County of Orange	County Of Orange
OC Probation – Purchasing Division	OC Probation – Program/Project Manager
1055 N. Main St. 5th Floor	909 N. Main St.
Santa Ana, CA 92701	Santa Ana, CA. 92701
Attn: Crystal Milner, DPA	Attn: Christian Haase
Telephone: (714) 645-7026	Telephone: (714) 569-2320
Email Address:Crystal.Milner@prob.ocgov.com	Email Address:Christian.Haase@ocit.ocgov.com

FOR CONTRACTOR:
Sidepath, Inc.
22892 Mill Creek Drive
Laguna Hills, CA. 92653
Attn: Adam Boone
Office: (949) 636-7733
Email Address: adam@sidepath.com

5. **Contingency of Funds**: Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval, receipt of funds from, and/or obligation of funds by, the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.

- Signature Page follows -

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

SIDEPATH, INC. *

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The **first corporate officer signature** must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

JIM ANDRONACO	PRESIDENT / OWNER
Print Name	Title
Jim Andronaco/pc	1/12/2021
Signature	Date

The **second corporate officer signature** must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

PATRICK MULVEE	SECRETARY / OWNER
Print Name	Title
Patrick Mulvee/pc	1/12/2021
Signature	Date

****

COUNTY OF ORANGE, a political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

APPROVED AS TO FORM

By _____

Date 1/12/2021

ATTACHMENT I

NATIONAL ASSOCIATION OF STATE PROCUREMENT (NASPO)
CONTRACT # MNWNC-108

(Attached Separately)

ATTACHMENT II
NATIONAL ASSOCIATION OF STATE PROCUREMENT (NASPO)
CONTRACT # MNWNC-109

(Attached Separately)

ATTACHMENT III
SCOPE OF WORK

1. **Scope of Work:** Contractor shall provide Maintenance Software Support for Dell EMC and Related Products at Juvenile Hall in accordance with the terms, conditions and pricing of the NASPO Value Point Contract and Attachment V Pricing and Compensation.
2. Contractor shall provide the following services:

QTY	Part Number	Description
5	HD400-SATA-S38	HD400-472TB+1.6TB SSD/48G/2X106GE+2X1GE, 48GB RAM, ENHANCED HARDWARE SUPPORT. Serial Numbers: APM20172600096, APM20172600101, APM2012700001, APM20172700002, & APM20172700003
2	851-0167	MELLANOX 8 PORT QDR SWITCH, ENHANCED HARDWARE SUPPORT. Serial Numbers: MT1642X00199 and MT1642X00575
1	200-0396-CF	ENTERPRISE-SMARTCONN ADV TIER 8 GENS=ID, ENHANCED SOFTWARE SUPPORT (QTY 5)
1	200-0399-CF	ENTERPRISE-SMARTQUOTAS TIER 8 GEN5=ID, ENHANCED SOFTWARE. (QTY 5)
1	200-0404-CF	INSIGHTIQ FOR ONEFS GEN5=ID, ENHANCED SOFTWARE SUPPORT (QTY 5)
4	PowerEdge FN I/O	PowerEdge FN I/O Support Renewal-ProSupport Plus: Next Business day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x 24 HW/SW Technical Support and Assistance. Service Tag #'s: 3JZHGK2, 3JZJGK2, 3JZGGK2, 3JZFGK2
4	PowerEdge FC630	PowerEdge FC630- Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7 x 24 Technical Support and Keep Your Hard Drive. Service Tag #'s: 3JYDGK2, 3JXHGK2, 3JXJGK2, 3JXKGK2
4	PowerEdge FC630	PowerEdge FC630-Support Renewal-ProSupport Plus: Next Business day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support and Keep Your Hard Drive. Service Tag #'s :3JXFGK2, 3JXGGK2, 3JWKGK2, 3JXDGK2
8	Dell Networking S3100	Dell Networking S3100-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with Support Plus: 7x24 Technical Support. Service Tag #'s: 5264XC2, 59M7XC2, 4FM7XC2, H964XC2, 6DM7XC2, 49M7XC2, 8Q64XC2, F9M7XC2
1	Dell Networking S3100	Dell Networking S3100-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 9M64XC2
2	Networking S4000	Networking S4000-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #'s: FHX6XC2, DHX6XC2
1	Networking S4000	Networking S4000-Support Renewal-ProSupport Plus: next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: DFX6XC2
1	PowerEdge Stomp FX2	PowerEdge Stomp FX2-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 3L4DGK2
1	PowerEdge Stomp FX2	PowerEdge Stomp FX2-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 3L3LGK2

3. **Location of Equipment:**

County of Orange
Juvenile Hall
331 The City Drive South
Orange, CA. 92868

ATTACHMENT IV
COMPENSATION AND PRICING

1. Maintenance Software Support for the Dell EMC and Related Products

Contract not to exceed amount is $81,085.56

QTY	Part Number	Description	Unit Price	Total
5	HD400-SATA-S38	HD400-472TB+1.6TB SSD/48G/2X106GE+2X1GE, 48GB RAM, ENHANCED HARDWARE SUPPORT. Serial Numbers: APM20172600096, APM20172600101, APM2012700001, APM20172700002, & APM20172700003	$8,507.78	$42,538.90
2	851-0167	MELLANOX 8 PORT QDR SWITCH, ENHANCED HARDWARE SUPPORT. Serial Numbers: MT1642X00199 and MT1642X00575	$64.71	$129.42
1	200-0396-CF	ENTERPRISE-SMARTCONN ADV TIER 8 GENS=ID, ENHANCED SOFTWARE SUPPORT (QTY 5)	$17,645.33	$17,645.33
1	200-0399-CF	ENTERPRISE-SMARTQUOTAS TIER 8 GEN5=ID, ENHANCED SOFTWARE. (QTY 5)	$7,189.34	$7,189.34
1	200-0404-CF	INSIGHTIQ FOR ONEFS GEN5=ID, ENHANCED SOFTWARE SUPPORT (QTY 5)	$0.00	$0.00
2	PowerEdge FN I/O	PowerEdge FN I/O Support Renewal-ProSupport Plus: Next Business day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 HW/SW Technical Support and Assistance. Service Tag #'s: 3JZHGK2,3JZJGK2	$129.13	$258.26
2	PowerEdge FN I/O	PowerEdge FN I/O Support Renewal ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 HW/SW Technical Support and Assistance. Service Tag #'s 3JZGGK2, 3JZFGK2	$129.13	$258.26
4	PowerEdge FC630	PowerEdge FC630- Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support and Keep Your Hard Drive. Service Tag #'s: 3JYDGK2, 3JXHGK2, 3JXJGK2, 3JXKGK2	$776.56	$3,106.24
4	PowerEdge FC630	PowerEdge FC630-Support Renewal-ProSupport Plus: Next Business day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support and Keep Your Hard Drive. Service Tag #'s :3JXFGK2, 3JXGGK2, 3JWKGK2, 3JXDGK2	$776.56	$3,106.24
8	Dell Networking S3100	Dell Networking S3100-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with Support Plus: 7x24 Technical Support. Service Tag #'s: 5264XC2, 59M7XC2, 4FM7XC2, H964XC2, 6DM7XC2, 49M7XC2,8Q64XC2, F9M7XC2	$326.99	$2,615.92
1	Dell Networking S3100	Dell Networking S3100-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 9M64XC2	$327.08	$327.08
2	Networking S4000	Networking S4000-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #'s: FHX6XC2, DHX6XC2	$1,186.19	$2372.38
1	Networking S4000	Networking S4000-Support Renewal-ProSupport Plus: next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: DFX6XC2	$1,186.19	$1,186.19
1	PowerEdge Stomp FX2	PowerEdge Stomp FX2-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 3L4DGK2	$176.00	$176.00

1	PowerEdge Stomp FX2	PowerEdge Stomp FX2-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 3L3LGK2	$176.00	$176.00

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.
FOR
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P.
One Dell Way
Mailstop ~~8707~~ RR1-33 Legal 8M 2/26/15
Round Rock, TX 78682 3/3/15

Contract Vendor Administrator: Diane Wigington
Email: Diane_Wigington@dell.com
Phone: (512) 728-4805

CONTRACT NO:	MNWNC-108
CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
THROUGH	March 31, 2017
EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G. Miller
Signature

Stephanie G. Miller
Printed Name

Title: Contract Manager /Senior Manager 8M

Date: 16 February 2015

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Sue Kahle

Title: Master Agreement Administrator

Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____

Date: Original signed

MAR 03 2015

By Lucas J. Jannett

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT
2014-2019

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND**. The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi–state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

   Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

   * Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

   All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
   c. The Solicitation including all Addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

   The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

7. **MASTER AGREEMENT ADMINISTRATOR**. The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

   By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

   If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:
   a. clearly mark all trade secret materials at the time the information is submitted;
   b. include a statement with regard to the information justifying the trade secret designation for each item; and,
   c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

a. gives the responder taking the exception a competitive advantage over other vendors; or,
b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

    STATE OF MINNESOTA:
    MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
    112 Administration Bldg.
    50 Sherburne Avenue
    St. Paul, MN 55155
    651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

   Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
   c. The Solicitation including all addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
   7.1 Confidentiality. The parties acknowledges that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential . Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing , the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT**. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

   In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**
   a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
      i. Nonperformance of contractual requirements; or
      ii. A material breach of any term or condition of this Master Agreement; or
      iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
      iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
      v. Any default specified in another section of this Master Agreement.
   b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
   i. Exercise any remedy provided by law; and
   ii Terminate this Master Agreement and any related Master Agreements or portions thereof; and
   iii Impose liquidated damages as provided in this Master Agreement; and
   iv. Suspend Contract Vendor from receiving future bid solicitations; and
   v. Suspend Contract Vendor's performance; and
   vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. **FORCE MAJEURE**. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. **INDEMNIFICATION. DELETED SEE SECTION 2C17.**

14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.**

15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

    If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

    The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

    Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

    The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

    Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

    a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).

    b. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

       Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

    c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

    d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

    For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

    Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. **LIMITATION OF LIABILITY. NEGOTIATED.**

    A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

    B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS ($10,000,000).

    C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

34. **SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." **"Service Agreements"** are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

35. **SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

36. **EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

37. **RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

   Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

   Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.

6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
   a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
      Instructions for certification:
      1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

      2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

      3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. CHANGE REQUESTS. The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf.

11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.

13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

    In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

    The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

    a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. **INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

    If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. **INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights (**"Indemnified Claims"**), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

    If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

    Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

19. **JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract,""Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. **PREFERENCE.**

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.usunder "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. **PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.

30. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
    a. reject any and all responses received;
    b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
    c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
    d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
    e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
    f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

31. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

32. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

33. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

34. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

35. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37

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EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.

2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.

3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.

4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.

5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.

8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.

9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.

10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.

11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

13. **FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

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WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1.	BASELINE PRICING DELL RETAIL PRICE LIST		
	LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2.	BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	DELL CATEGORY	MINIMUM DISCOUNT
	BAND 1 DESKTOP	A	13.5%
	BAND 2 LAPTOP	A	13.5%
	BAND 3 TABLET	H	4%
	BAND 4 SERVER	A	13.5%
	BAND 5 STORAGE	A	13.5%
	IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:			
	Toner	F	1.5%
	Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
	Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell | EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
	Spare Parts, selected Dimension Brand	U, W, Z	.5%
3.	THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:			
	Selected Third Party Products (software and peripherals)	X	.5%
	Selected Third Party Printers	F	1.5%
4.	**SERVICES**		
	Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
	Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
	On-site – Next Business Day On-site (extended yrs), Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	.5%
5.	LEASING		
	Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6.	ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
$50,000.00	$99,999.99	Greater than or Equal to 1%
$100,000.00	$199,999.99	Greater than or Equal to 2%
$200,000.00	$499,999.99	Greater than or Equal to 4%
$500,000.00	$999,999.99	Greater than or Equal to 6%
$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to $2B	13.5%
$2B to $4B	14%
$4B to $6B	14.5%
$6B to $8B	15%
$8B to $10B	15.5%
Over $10B	16%

c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.

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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:

   a. Band number
   b. Part # - SKU #
   c. Manufacturer
   d. Description
   e. Minimum Discount
   f. Category Code (This code will be refined during the approval process)
   g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:

   a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
   b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
   c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
   d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
   e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.

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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.

2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.

   a. Baseline Price List and historic versions
   b. Approved Product and Service Schedule (PSS)
   c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
   d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
   e. Link to the WSCA-NASPO EmarketCenter
   f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
   g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   h. Sales representatives for participating entities
   i. Purchase order tracking
   j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
   k. Additional Terms may not be posted on the Website without written approval of the Lead State
   l. Link to the WSCA-NASPO EmarketCenter if a State is participating
   m. Information on accessibility and accessible products
   n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
   o. Links to environmental certification, including but not limited to take-back/recycling programs,
   p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
   q. Service options, service agreements for negotiations when allowed by a participating addendum
   r. EPEAT, Energy Star, etc.
   s. Link to Signed Participating Addendums
   t. Link to Signed Master Agreement
   u. Link to solicitation and Response

3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement #_____with _____(Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
___Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed

___Third Party Product Addition Provide warranty Guarantee

___Marketing Approval Attach Materials for review

___Material Website Change Describe and provide link for review

___Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM
LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

1. **OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

2. **DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. **REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.
Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.
Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.
BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.
BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.
BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.~~ BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.
Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)
Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.
Components. Parts that make up a computer configuration.
Configuration. The combination of hardware and software components that make up the total functioning system.
Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or **WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.

2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: D. Wigington
Signature
Diane Wigington
Printed Name
Title: Contracts Program Manager
Date: 02/14/2017

By: _____
Signature
_____
Printed Name
Title: _____
Date: _____

2. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Andy Doran
Title: Acquisition Management Specialist
Date: 2/15/17

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Laura J. Jarrett
Date: 2/16/2017

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

COMPUTER EQUIPMENT
2014-2020
Updated 04/01/2017

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation; Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell | EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	.5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs), Critical Care On-site Service (all yrs), other svcs	R,Z,Z1&ZS	.5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
$50,000.00	$99,999.99	Greater than or Equal to 1%
$100,000.00	$199,999.99	Greater than or Equal to 2%
$200,000.00	$499,999.99	Greater than or Equal to 4%
$500,000.00	$999,999.99	Greater than or Equal to 6%
$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to $2B	13.5%
$2B to $4B	14%
$4B to $6B	14.5%
$6B to $8B	15%
$8B to $10B	15.5%
Over $10B	16%

c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.

CERTIFICATE OF SIGNATURE AUTHORITY

Attachment A

This is to certify that the below named individuals of Dell Federal Systems, L.P. are authorized to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Federal Systems, L.P. or any other Dell entity in accordance with Dell's Contracts, Proposals and Statements of Work (SOW) US Signature Policy. This certification shall become effective upon execution and continue until rescinded in whole or in part. If the employment status, title or roles and responsibilities of any of the below named individuals changes then their authority will be revised according to their then current employment status, title or roles and responsibilities. This certification may be rescinded in whole or in part, at any time without prior notice. Interested parties may request an updated certificate by written request to the following address:

Dell Federal Systems, L.P.
Customer Engagement Management
Contracts, Proposals & SOW
Certificate of Authority Request
One Dell Way, Mailstop 8708
Round Rock, Texas 78682

John Lavorato, Executive Director – CEM
Bobbi Dangerfield, VP Global Relationship Business Operations
Joe Ayers, AVP - Federal
Max Peterson, AVP - Federal
Barbara Tomaschy, VP - Finance
Scott Sanders, Executive Director - Finance
Josh Bashara, Operations Director
Kathleen Hines, Contracts Director
Glen McGuire, Proposals Director
Jane McKenzie, Contracts Director
Rich Walsh, Contracts Director
Kim James, Audit & Compliance
Cindy Waidelich, Proposals Sr. Manager
Dana Anderson, Contract Manager
Pamala Aschenbrenner, Contract Manager, SOW
Lorri Bailey, Contract Manager
John Billings, Proposal Manager
Dennis Brand, Proposal Manager
Kevin Bromley, Contracts Manager
Eric Bufkin, Proposal Manager
Solange Calo, Proposal Manager
Lisa Campos, Proposal Manager
Aimee Cantrell, Proposal Manager
Renee Carrasco, Proposal Manager
Daniela Chambless, Proposal Manager
Michelle Chaney, Proposal Manager
Len Collett, Contract Manager
Mary Collins, Proposal Manager
Chris Collinson, Proposal Manager
Dennis Daley, Contract Manager
Mitchell Duncan, Proposal Manager
Montana Duncan, Contract Manager
Greg Fletcher, Proposal Manager
Meghan Flisakowski, Proposal Manager
Ani Fox, Proposal Manager
Jody Hahn, Proposal Manager
Jill Henderson, Contract Manager
Brian Johnson, Proposal Manager
Beth Jordan, Proposal Manager
Kate Kauffman, Contract Manager, SOW
Brice Kelly, Contract Manager
Liz Killmer, Contract Manager
Ashleigh Lane, Contract Manager
Stephanie Lendecky, Contract Manager
Scott Loras, Contract Manager
Melanie Mack, Proposal Manager
Christina McColly, Contract Manager
Lauren McCosham, Contract Manager
Staci McDonald, Proposal Manager
Felicia Middleton, Proposal Manager
Stephanie Miller, Contract Manager
Clare Mooney, Proposal Manager
Susan Morgan, Contract Manager
Jeannine Nagel, Proposal Manager
Kelly O'Shields, Contract Manager
Stan Parish, Proposal Manager
Jennifer Parris, Contract Manager
Phyllis Pate, Contract Manager
Keon Robertson, Contract Manager, SOW
Tiffany Roper, Proposal Manager
Robert Saufferer, Contract Manager
Mary Shuman, Proposal Manager
Brian Sokoff, Proposal Manager
Susan Spalding, Contracts Advisor
Nicholas Stokes, Proposal Manager
Ted Thomas, Proposal Manager
Melissa Vaclavik, Proposal Manager
Christian von Wupperfeld, Contract Manager
Teresa Walden, Contract Manager
David White, Contract Manager
Diane Wigington, Contract Manager

Witness my hand on the following day:

Frank Muehleman
VP and General Manager – North America Public Business Group

6/6/2011
Date

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Signature

Sadie Robbins
Printed Name

Title: Sr. Contract Manager

Date: 12/19/19

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. § 16C.03, subd. 3

By: _____

Title: Acquisition Management Specialist

Date: 1.27.2020

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____

Date: 1/27/2020

sidepath

Invoice

Sidepath, Inc.
22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949) 748-8706
www.sidepath.com

Date	Invoice #
12/21/20	14053

SIDPROJECT28865

Bill To
County of Orange Probation Department Attn: Christian Haase 909 N. Main Street Santa Ana, CA 92701

Ship To
County of Orange Probation Department Attn: Christian Haase 909 N. Main Street Santa Ana, CA 92701

P.O. Number	Terms	Due Date
	Special Terms	1/27/2021

Ship Via	How to Ship	FOB
N/A	N/A	N/A

Qty	Item Code	Description	Unit Price	Amount
		The Current Support for The Dell EMC Items Below expired on 07/13/2020. **The Support renewal will cover until 7/31/2021.** **Contract #: 310372841IS**		
5	HD400-SATA-S38	HD400-472TB+1.6TB SSD/48G/2X10GBE+2X1GE, 48GB RAM, ENHANCED HARDWARE SUPPORT. (SERIAL #'S: APM20172600096, APM20172600101, APM20172700001, APM20172700002 & APM20172700003)	$8,507.78	$42,538.90
2	851-0167	MELLANOX 8 PORT QDR SWITCH, ENHANCED HARDWARE SUPPORT. (SERIAL #'S: MT1642X00199 & MT1642X00575)	$64.71	$129.42
		SubTotal		$42,668.32
		The Current Support for The Dell EMC Items Below expired on 07/07/2020. **The Support renewal will cover until 7/31/2021.** **Contract #: 310372841IS**		
1	200-0396-CF	ENTERPRISE-SMARTCONN ADV TIER 8 GEN5=ID, ENHANCED SOFTWARE SUPPORT. (QTY 5)	$17,645.33	$17,645.33
1	200-0399-CF	ENTERPRISE-SMARTQUOTAS TIER 8 GEN5 =ID, ENHANCED SOFTWARE SUPPORT. (QTY 5)	$7,189.34	$7,189.34
1	200-0404-CF	INSIGHTIQ FOR ONEFS GEN5 =ID, ENHANCED SOFTWARE SUPPORT. (QTY 5)	$0.00	$0.00
		SubTotal		$24,834.67
		The Current Support for the Dell Items below have expired. **The Support Renewal will cover until 7/31/2021.**		
2	PowerEdge FN I/O	PowerEdge FN I/O- Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 HW/SW Technical Support and Assistance. (Service Tag #s: 3JZHGK2, 3JZJGK2) The Current Support expired on 7/5/2020. The Support Renewal will cover until 7/31/2021 Co-Term.	$129.13	$258.26
2	PowerEdge FN I/O	PowerEdge FN I/O- Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 HW/SW Technical Support and Assistance. (Service Tag #s: 3JZGGK2, 3JZFGK2) The Current Support expired on 7/7/2020. The Support Renewal will cover until 7/31/2021 Co-Term	$129.13	$258.26

Qty	Item Code	Description	Unit Price	Amount
4	PowerEdge FC630	PowerEdge FC630 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support and Keep Your Hard Drive. (Service Tag#s:3JYDGK2, 3JXHGK2, 3JXJGK2, 3JXKGK2) The Current Support expired 7/5/2020. The Support Renewal will cover until 7/31/2021 Co-Term.	$776.56	$3,106.24
4	PowerEdge FC630	PowerEdge FC630 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support and Keep Your Hard Drive. (Service Tag#s:3JXFGK2, 3JXGGK2, 3JWKGK2, 3JXDGK2) The Current Support expired 7/7/2020. The Support Renewal will cover until 7/31/2021 Co-Term	$776.56	$3,106.24
8	Dell Networking S3100	Dell Networking S3100 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. (Service Tag #s: 5264XC2, 59M7XC2, 4FM7XC2, H964XC2, 6DM7XC2, 49M7XC2, 8Q64XC2, F9M7XC2) The Current Support expired on 7/20/2020. The Support Renewal will cover until 7/31/2021 Co-Term	$326.99	$2,615.92
1	Dell Networking S3100	Dell Networking S3100 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. (Service Tag #: 9M64XC2) The Current Support expired on 7/19/2020. The Support Renewal will cover until 7/31/2021 Co-Term	$327.08	$327.08
2	Networking S4000	Networking S4000 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. (Service Tag #s: FHX6XC2, DHX6XC2) The Current Support expired 7/6/2020. The Support Renewal will cover until 7/31/2021 Co-Term	$1,186.19	$2,372.38
1	Networking S4000	Networking S4000 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. (Service Tag #: DFX6XC2) The Current Support expired 7/3/2020. The Support Renewal will cover until 7/31/2021 Co-Term	$1,186.19	$1,186.19
1	PowerEdge Stomp FX2	PowerEdge Stomp FX2 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. (Service Tag #: 3L4DGK2) The Current Support expired 7/6/2020. The Support Renewal will cover until 7/31/2021 Co-Term	$176.00	$176.00
1	PowerEdge Stomp FX2	PowerEdge Stomp FX2 - Support Renewal - ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. (Service Tag #: 3L3LGK2) The Current Support expired 7/8/2020. The Support Renewal will cover until 7/31/2021 Co-Term.	$176.00	$176.00
		SubTotal		$13,582.57

Over 30 Days Past Due: Add 1.5% per month to Total Invoice Amount	**Subtotal**	**$81,085.56**
	Taxes	**$0.00**
	Shipping	**$0.00**
	Total	**$81,085.56**

Sales Tax Rate 9.25 %
Sales Tax - Orange County

THANK YOU FOR YOUR BUSINESS!

Contract Summary Form

Sidepath, Inc.

SUMMARY OF SIGNIFICANT CHANGES

Not applicable

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers**.**

CONTRACT OPERATING EXPENSES

QTY	DESCRIPTION	UNIT PRICE	TOTAL
5	HD400-472TB+1.6TB SSD/48G/2X106GE+2X1GE, 48GB RAM, ENHANCED HARDWARE SUPPORT. Serial Numbers: APM20172600096, APM20172600101, APM2012700001, APM20172700002, & APM20172700003	$8,507.78	$42,538.90
2	MELLANOX 8 PORT QDR SWITCH, ENHANCED HARDWARE SUPPORT. Serial Numbers: MT1642X00199 and MT1642X00575	$64.71	$129.42
1	ENTERPRISE-SMARTCONN ADV TIER 8 GENS=ID, ENHANCED SOFTWARE SUPPORT (QTY 5)	$17,645.33	$17,645.33
1	ENTERPRISE-SMARTQUOTAS TIER 8 GEN5=ID, ENHANCED SOFTWARE. (QTY 5)	$7,189.34	$7,189.34
1	INSIGHTIQ FOR ONEFS GEN5=ID, ENHANCED SOFTWARE SUPPORT (QTY 5)	$0.00	$0.00
2	PowerEdge FN I/O Support Renewal-ProSupport Plus: Next Business day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 HW/SW Technical Support and Assistance. Service Tag #'s: 3JZHGK2,3JZJGK2	$129.13	$258.26
2	PowerEdge FN I/O Support Renewal ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 HW/SW Technical Support and Assistance. Service Tag #'s 3JZGGK2, 3JZFGK2	$129.13	$258.26
4	PowerEdge FC630- Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support and Keep Your Hard Drive. Service Tag #'s: 3JYDGK2, 3JXHGK2, 3JXJGK2, 3JXKGK2	$776.56	$3,106.24
4	PowerEdge FC630-Support Renewal-ProSupport Plus: Next Business day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support and Keep Your Hard Drive. Service Tag #'s :3JXFGK2, 3JXGGK2, 3JWKGK2, 3JXDGK2	$776.56	$3,106.24
8	Dell Networking S3100-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with Support Plus: 7x24 Technical Support. Service Tag #'s: 5264XC2, 59M7XC2, 4FM7XC2, H964XC2, 6DM7XC2, 49M7XC2,8Q64XC2, F9M7XC2	$326.99	$2,615.92

1	Dell Networking S3100-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 9M64XC2	$327.08	$327.08
2	Networking S4000-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #'s: FHX6XC2, DHX6XC2	$1,186.19	$2,372.38
1	Networking S4000-Support Renewal-ProSupport Plus: next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: DFX6XC2	$1,186.19	$1,186.19
1	PowerEdge Stomp FX2-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 3L4DGK2	$176.00	$176.00
1	PowerEdge Stomp FX2-Support Renewal-ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis with ProSupport Plus: 7x24 Technical Support. Service Tag #: 3L3LGK2	$176.00	$176.00

S30C

RECEIVED
2021 JAN 21 AM 11:06
CLERK OF THE BOARD OF SUPERVISORS

County Executive Office

Memorandum

January 21, 2021

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Michelle Aguirre for
Digitally signed by Michelle Aguirre
DN: cn=Michelle Aguirre, o=County Executive Office, ou=Chief Financial Officer, email=michelle.aguirre@ocgov.com, c=US
Date: 2021.01.21 08:34:28 -08'00'

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the January 26, 2021, Board Hearing.

Agency: County Executive Office
Subject: Condemnation Actions, Riverside County, Prado Dam Project
Districts: All Districts

Reason for supplemental: In late August 2020, the United States Army Corps of Engineers (Corps) informed the Orange County Flood Control District (OCFCD) that in order to meet an April 30, 2021, Corps deadline to award the construction contract for the Santa Ana River Mainstem/Prado Dam Project spillway, OCFCD in conjunction with CEO-Real Estate must acquire flowage easements or other property interests in more than 45 properties expeditiously. In order to obtain possession within the timeframe set by the Corps, properties for which offers have been made in accordance with the required notice, need to be considered by the Board as soon as they are ready. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Chairman Andrew Do, Supervisor, First District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item 33CC
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	01/26/21
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Thomas A. Miller (714) 834-6019 James Treadaway (714) 667-9700

RECEIVED
2021 JAN 21 AM 11:06
CLERK OF THE BOARD
BOARD OF SUPERVISORS

SUBJECT: Condemnation Action, Riverside & San Bernardino Counties, Prado Dam Project

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Michelle Aguirre Digitally signed by Michelle Aguirre DN: cn=Michelle Aguirre, o=County Executive Office, ou=Chief Financial Officer, email=michelle.aguirre@ocgov.com, c=US Date: 2021.01.21 08:33:24 -08'00' *CEO Signature*	Resolution Approved as to Form *Action* *County Counsel Signature*	Public Hearing 2/3 Vote

Budgeted: Yes
Current Year Cost: See Financial Impact Section
Annual Cost: N/A
Staffing Impact: No
# of Positions:
Sole Source: N/A
Current Fiscal Year Revenue: N/A
Funding Source: Fund 404: 100%
County Audit in last 3 years N/A

Prior Board Action: 10/06/2020 #4, 7/14/2020 #37, 01/28/2003 #40, 12/07/1999 #49

RECOMMENDED ACTION(S)

1. Conduct public hearing.

2. At the conclusion of the hearing, make the following findings:

   a) Final Environmental Impact Report No. 583 was previously certified by the Board of Supervisors on November 28, 1989, and reflects the independent judgment of the Orange County Flood Control District as Lead Agency. Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 was previously certified by the Orange County Planning Commission on December 19, 2001, and reflects the independent judgment of the Orange County Planning Commission as Lead Agency. Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 adequately addressed and fully analyzed project environmental impacts for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, which is a

necessary and contemplated element of the Santa Ana River Mainstem Project. Both the Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/Environmental Impact Report are complete and adequately satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, which includes the Prado Dam Project.

b) The circumstances of the Project are substantially the same as when Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 were certified, and Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 adequately addressed the effects of the proposed Project. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken and no new information of substantial importance to the Project that was not known or could not have been known when the Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 were certified has become known in relation to these proposed condemnation actions. Thus, no further CEQA review is required.

c) Final Environmental Impact Report No. 583 and Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 are adequate to satisfy the requirements of CEQA for the proposed condemnation actions.

d) All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b), and have either been adopted as conditions, incorporated as part of the Project design or included in the procedures of Project implementation.

3. At the conclusion of the hearing, adopt the Amended Resolution of Necessity attached as Attachment E to this Agenda Staff Report, which include the above-described CEQA findings and also the findings required by the California Eminent Domain Law for adoption of a Resolution of Necessity, including that the property interests above the 566-foot flood line are being acquired as uneconomic remnants pursuant to Code of Civil Procedure Section 1240.410 et.seq. and direct and authorize County Counsel and/or outside eminent domain counsel, the firm of Meyers Nave, pursuant to their existing contract with the Orange County Flood Control District, to amend the complaint that was previously filed to correct the technical error of failing to cite to Code of Civil Procedure section 1240.410 in the condemnation action to condemn the interest in real property as described in the attached Amended Resolution of Necessity.

4. At the conclusion of the hearing, direct and authorize the Auditor-Controller, upon request by County Counsel, to encumber and transfer funds to the California State Treasurer's Condemnation Deposits Fund, in amounts to be specified by County Counsel, if necessary to satisfy any court orders for higher deposits or payment of greater compensation, or as necessary to pay for title insurance and other fees and costs in connection with the acquisition of the Subject Property Interest pursuant to the Amended Resolution of Necessity.

SUMMARY:

Conducting a public hearing and consider the adoption of an Amended Resolution of Necessity that will allow the Orange County Flood Control District to acquire property for the Santa Ana River Mainstem/Prado Dam Project, including uneconomic remnants, and will provide protection to the public from flood and storm waters from the potential effects of a 190-year flood/storm event.

BACKGROUND INFORMATION:

On December 7, 1999, the Board of Supervisors (Board) for the Orange County Flood Control District (District) authorized the initiation of the Prado Dam Project Real Property Acquisition Program. On January 28, 2003, your Board authorized the execution of a Project Cooperation Agreement and Second Modification to the Local Cooperation Agreement for the Santa Ana River Mainstem Project, and on October 6, 2020, your Board authorized Amendment Number 1 to the Project Cooperation Agreement with the Recommended Actions including authorizing the Director of OC Public Works or designee to execute ancillary documents or Relocation Agreements approved by County Counsel not to exceed $1 million per utility or property owner relocation need per fiscal year. The Project Cooperation Agreement requires the local sponsors of the Santa Ana River Mainstem Project, including the District, to acquire real property interests and perform relocation/protection of utilities, streets and highways as necessary for construction and related revised flood control operations.

The recommended action, adoption of the proposed Amended Resolution of Necessity (Resolution), would find and declare it to be necessary to institute eminent domain proceedings to acquire the real property interest described below, which is located in the County of Riverside, for the District's Santa Ana River Mainstem/Prado Dam Project (Project), which will raise the Prado Dam flood basin and expand the potential inundation area up to 566 feet above sea level, and find and declare that the public interest and necessity require the Project for the purpose of controlling flood and storm waters in order to protect the safety, health and welfare of residents and properties within the County of Orange from the potentially devastating effects of a 190-year flood/storm event. In particular, the recommended action would find and declare that it is necessary for the District to acquire fee simple title to the Subject Property as described more fully in the Amended Resolution of Necessity (Subject Property Interest), including uneconomic remnants, in order to meet the deadline of the United States Army Corps of Engineers (Corps) to award the contract for construction of the Project's spillway in 2021. If the Corps' schedule is not met, vital Project funding may be lost or delayed, thus exposing the citizens of Orange County to a prolonged risk of property damage and personal injury from a major storm event. The Subject Property Interest below the 566-foot flood line is necessary for the Project, in order to provide sufficient protection from storm events and flooding to those downstream from the Prado Dam and because the area of the Subject Property Interest will be exposed to greater risk or frequency of inundation as a result of the Prado Dam's increased reservoir capacity once the spillway is increased in height.

The Subject Property Interest above the 566-foot flood line is being acquired as uneconomic remnants at the direction of the Corps as required and confirmed in their letters to the District dated December 6, 2017, and January 6, 2021, and attached to the Amended Resolution of Necessity as Attachments D and E, respectively.

A more detailed description of the intended public use of, and necessity for, this acquisition is contained in the accompanying OC Public Works Memoranda, attached hereto as Attachment B, which is incorporated herein by this reference and that provides substantial information supporting the requested findings contained in the proposed Amended Resolution. The information presented in this Agenda Staff Report and in that Memoranda are legally sufficient to show that the public interest and necessity require the Project for the purposes specified by the Orange County Flood Control Act (California uncodified Water Code, Act 5682, section 2, also referred to as Water Code App. sections 36-1 et seq.) (Act), including, but not limited to, the control of flood and storm waters. The District is authorized to acquire the Subject Property Interest and to exercise the power of eminent domain for the public uses described herein and in the accompanying OC Public Works Memoranda under the California Constitution and the California Eminent Domain Law (Code of Civil Procedure Sections 1230.010 et seq., and 1240.010 et seq., including without limitation Sections 1240.110, 1240.410, and 1240.420), Government Code Section 25350.5 and the Act.

Accordingly, County Counsel and OC Public Works/Infrastructure Programs/Flood Programs request your Board, acting in its capacity as the governing Board of the District, to adopt the proposed Amended Resolution to authorize and direct County Counsel and/or outside eminent domain counsel, the law firm of Meyers Nave, pursuant to their existing contract with the District, to amend the complaint and to pursue proceedings to condemn and acquire the Subject Property Interest, which is more particularly described in the proposed Amended Resolution of Necessity attached as Attachment E.

Although the Subject Property Interest is located in the County of Riverside, it is within the reach of the District's extraterritorial power of eminent domain pursuant to Sections 2 and 16 of the Act.

To the extent the Subject Property Interest is already devoted to a public use, the use of the Subject Property Interest for the District's Project is a compatible use that will not unreasonably interfere with or impair the continuance of the public use as it presently exists or may reasonably be expected to exist in the future (California Code of Civil Procedure Section 1240.510), or the use of the Subject Property Interest for the District's Project is a more necessary public use than is the presently existing public use (California Code of Civil Procedure Section 1240.610).

To the extent the acquisition of the portion of the Subject Property that is necessary for the Project will leave the remainder in such size, shape, or condition as to be of little market value, the remnants are being acquired in accordance with Article 5 of the Eminent Domain Law (commencing with Section 1240.410 of the Code of Civil Procedure). Thus, the portion of the Subject Property above the elevation line of 566 feet are being acquired pursuant to Code of Civil Procedure section 1240.410, et. seq., as an uneconomic remnant.

This Amended Resolution of Necessity is necessary to correct a technical error in Resolution No. 20-097, which was previously brought before the Board and adopted on July 14, 2020.

Compliance with CEQA: The acquisition of property is a necessarily included element of the project considered in Final Environmental Impact Report (EIR) No. 583, certified by the Board of Supervisors on November 28, 1989, and Final Supplemental Environmental Impact Statement (EIS)/EIR No. 583, certified by the Orange County Planning Commission on December 19, 2001, which adequately addressed the effects of the proposed project. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of substantial importance to the project that was not known or could not have been known when the Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were certified has become known; therefore, no further environmental review is required.

FINANCIAL IMPACT:

Appropriations of $1,320,000 are included in Flood Fund 404 FY 2020-21 Budget. This deposit was previously made upon the prior Board approval of Resolution No. 20-097. No additional deposit is necessary at this time. However, additional presently unknown costs may also be necessary and include payments for title fees and other costs upon recordation, as well as the potential for other required payments that a court may order be deposited and/or paid in the condemnation actions. Any unknown costs will be absorbed within existing appropriations of Flood Fund 404.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

OC Public Works

ATTACHMENT(S):

Attachment A - Code Provisions
Attachment B - OC Public Works Memorandums
Attachment C - Real Estate Acquisition Questionnaire
Attachment D - Final Supplemental Environmental Impact Statement and Report No. 583
Attachment E - Amended Resolution of Necessity (E01PD-40-028 and E01PD-40-032 Vargas)
Attachment F - Notice of Intent to Adopt Amended Resolution of Necessity (E01PD-40-028 and E01PD-40-032 Vargas)

O.C. Flood Control Act provisions

WATER -- UNCODIFIED ACTS
Orange County Flood Control Act (1927 ch 723)

§ 2. Purposes of Act; Powers of district

(a) The purposes of this act are to provide for the control of the flood and storm waters of the district, and the flood and storm waters of streams that have their source outside of the district, but which flow into the district, and to conserve those waters for beneficial and useful purposes by spreading, storing, retaining, and causing them to percolate into the soil within the district, or outside the district, or to save or conserve in any manner all or any of those waters and protect from damage from those flood or storm waters, the harbors, waterways, public highways, and property in the district.

(b) The **Orange County Flood Control District** is hereby declared to be a body corporate and politic and has all of the following powers:

(1) To have perpetual succession.

(2) To sue and be sued in the name of the district in all actions and proceedings in all courts and tribunals of competent jurisdiction.

(3) To adopt a seal and alter it at pleasure.

(4) To take by grant, purchase, gift, devise, or lease, and to hold, use, enjoy, and to sell, lease, exchange, or dispose of real or personal property of every kind, within or outside the district, necessary to the full exercise of its powers.

(5) To acquire, or contract to acquire, lands, rights-of-way, easements, privileges and property of every kind, and to construct, maintain, and operate any and all works or improvements within or outside the district necessary or proper to carry out any of the objects or purposes of this act, and to complete, extend, add to, repair, or otherwise improve any works or improvements acquired by it as authorized in this act.

(6) To exercise the right of **eminent domain**, either within or outside the district, to take any property necessary to carry out any of the objects or purposes of this act.

(7) To incur indebtedness, and to issue bonds in the manner provided in this act.

(8) To cause taxes or assessments to be levied and collected for the purpose of paying any obligation of the district in the manner provided in this act.

(9) To make contracts, and to employ labor, and to do all acts necessary for the full exercise of the powers of the district, or any of the officers thereof, by this act.

(10) To grant or otherwise convey to counties, cities and counties, cities, or towns,

easements for street and highway purposes, over, along, in, through, across, or under any real property owned by the district.

(11) To remove, carry away, and dispose of any rubbish, trash, debris, or other inconvenient matter that may be dislodged, transported, conveyed, or carried by means of, through, in, or along the works and structures operated or maintained hereunder and deposited upon the property of the district or elsewhere.

(12) To sell or dispose of any property, or any interest therein, or lease or rent any property, or any interest therein, whenever, in the judgment of the board of supervisors, the property, or any interest therein or part thereof, is not required for the purposes of the district, or property may be leased, or included in community leases embracing adjoining lands, for any purpose, including leases for mining or extracting oil, gas, hydrocarbon substances, or other minerals, without interfering with the use of the property for the purposes of the district. If it appears that wells drilled upon private lands are draining or may drain oil, gas, or other hydrocarbon substances from lands owned by the district and operations for the production of oil, gas, or other hydrocarbons on land owned by the district might interfere with the use of that land for the purposes of the district, the district may enter into agreements with the owners or operators of the wells for the payment of compensation to the district for drainage in lieu of drilling offset wells upon the land owned by the district, and to pay any compensation received into the general fund of the district and use the compensation for the purposes of this act. However, nothing in this section authorizes the board of supervisors, or other governing body of the district, or any officer thereof, to sell, lease, or otherwise dispose of any water, water right, reservoir space, or storage capacity, or any interest or space therein, except as provided by Section 17. The district may also grant to the United States of America, or any agency thereof authorized to accept and pay for land which lies within any channel, dam, or reservoir site, improved or constructed, in whole or in part, with federal funds, upon the payment to the district of the actual cost thereof as determined by the board of supervisors of the district. The district, by and through its board of supervisors, may warrant and guarantee the title of all lands so transferred to the United States under this section.

(13) Pursuant to paragraph (12), to lease or rent any property, or any interest therein or part thereof, if the board adopts a resolution that meets all of the following requirements, as applicable:

(A) Includes all of the following findings, based on evidence set forth in the minutes of the meeting:

(i) The property, or any interest therein or part thereof, is no longer or not yet needed for district uses and purposes, including, but not limited to, flood protection and water conservation, and the lease or rental use will not conflict with the uses and purposes of the district.

(ii) The lease or rental is consistent with the city or county general plan, specific plan, or other plans or policies adopted for the area within which the property is located, including any plans and regulations adopted pursuant to Chapter 4 (commencing with Section 8400) of Part 2 of Division 5 of the Water Code.

(iii) The lease or rental is consistent with city or county zoning ordinances, regulations, and policies adopted for the area within which the property is located.

(iv) The lease or rental is consistent with the city or county building regulations and policies adopted for the area within which the property is located.

(B) In the case of a rental, specifies the rental period and the approximate date on which the property will be needed for the uses and purposes of the district.

(C) For any property acquired by the district through **eminent domain**, declares that the property was acquired through **eminent domain** in accordance with Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure.

(14) To monitor, test, or inspect drainage, flood, storm, or other waters within the district for the purpose of recording, determining, and reporting the quality of the waters to appropriate regional water quality control boards.

(15) To assist the County of Orange and any city within the county in emergency operations to control or mitigate the effect of titles, waves, and ocean currents on the Orange County shoreline.

(16) To carry on technical and other investigations, examinations, or tests of all kinds, make measurements, collect data, and make analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and outside the district.

(17) To regulate, prohibit, or control the discharge of pollutants, waste, or any other material into the district's facilities by requiring dischargers to obtain a permit from the district prior to any discharge and by prohibiting the discharge of pollutants or other material which does or may cause a nuisance into the district's facilities without first obtaining a permit from the district, but, if a federal permit has been issued for the discharge, a permit may be issued by the district at no fee to the discharger; except as provided in this act, to require a fee to be collected prior to the issuance of a discharge permit, if the amount of the fee does not exceed the cost of issuing the permit; to require all permitholders to indemnify the district from any and all damages, penalties, or other expenses imposed on or required of the district by state or federal agencies due to any discharge by the permitholders into the district facilities.

(18) To establish compliance with any federal, state, or local law, order, regulation, or rule relating to water pollution or the discharge of pollutants, waste, or any other material into the district's facilities. For this purpose, any authorized representative of the district, upon presentation of his or her credentials or, if necessary under the circumstances, after obtaining an inspection warrant pursuant to Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure, has the right of entry to any premises on which a water pollution, waste, or contamination source is located for the purpose of inspecting the source, including securing samples of discharges therefrom, or any records required to be maintained in connection therewith by federal, state, or local law, order, regulation, or rule.

Code of Civil Procedure provisions

Code of Civil Procedure § 1230.010. Short title

This title shall be known and may be cited as the Eminent Domain Law.

Code of Civil Procedure § 1240.010. Exercise of power for public use

The power of eminent domain may be exercised to acquire property only for a public use. Where the Legislature provides by statute that a use, purpose, object, or function is one for which the power of eminent domain may be exercised, such action is deemed to be a declaration by the Legislature that such use, purpose, object, or function is a public use.

Code of Civil Procedure § 1240.110. Acquisition of certain interests in property; enumeration; restriction

(a) Except to the extent limited by statute, any person authorized to acquire property for a particular use by eminent domain may exercise the power of eminent domain to acquire any interest in property necessary for that use including, but not limited to, submerged lands, rights of any nature in water, subsurface rights, airspace rights, flowage or flooding easements, aircraft noise or operation easements, right of temporary occupancy, public utility facilities and franchises, and franchises to collect tolls on a bridge or highway.

(b) Where a statute authorizes the acquisition by eminent domain only of specified interests in or types of property, this section does not expand the scope of the authority so granted.

Code of Civil Procedure § 1240.510. Authority; reference in complaint and resolution

Any person authorized to acquire property for a particular use by eminent domain may exercise the power of eminent domain to acquire for that use property appropriated to public use if the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future. Where property is sought to be acquired pursuant to this section, the complaint, and the resolution of necessity if one is required, shall refer specifically to this section.

Code of Civil Procedure § 1240.610. Authority; reference in complaint and resolution

Any person authorized to acquire property for a particular use by eminent domain may exercise the power of eminent domain to acquire for that use property appropriated to public use if the use for which the property is sought to be taken is a more necessary public use than the use to which the property is appropriated. Where property is sought to be acquired pursuant to this section, the complaint, and the resolution of necessity if one is required, shall refer specifically to this section.

Code of Civil Procedure § 1245.235. Notice and hearing; contents; conduct

(a) The governing body of the public entity may adopt a resolution of necessity only after the governing body has given each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.

(b) The notice required by subdivision (a) shall be sent by first-class mail to each person described in subdivision (a) and shall state all of the following:

(1) The intent of the governing body to adopt the resolution.
(2) The right of such person to appear and be heard on the matters referred to in Section 1240.030.
(3) Failure to file a written request to appear and be heard within 15 days after the notice was mailed will result in waiver of the right to appear and be heard.

(c) The governing body, or a committee of not less than 11 members thereof designated by the governing body if the governing body has more than 40 members, shall hold a hearing at which all persons described in subdivision (a) who filed a written request within the time specified in the notice may appear and be heard on the matters referred to in Section 1240.030. Such a committee shall be reasonably representative of the various geographical areas within the public entity's jurisdiction. The governing body need not give an opportunity to appear and be heard to any person who fails to so file a written request within the time specified in the notice. If a committee is designated by the governing body pursuant to this subdivision to hold the hearing, the committee, subsequent to the hearing, shall provide the governing body and any person described in subdivision (a) who has appeared before the committee with a written summary of the hearing and a written recommendation

as to whether to adopt the resolution of necessity. Any person described in subdivision (a) who has appeared before the committee shall also be given an opportunity to appear and be heard before the governing body on the matters referred to in Section 1240.030.

(d) Notwithstanding subdivision (b), the governing body may satisfy the requirements of this section through any other procedure that has given each person described in subdivision (a) reasonable written personal notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.

Code of Civil Procedure § 1245.240. Vote required for adoption

Unless a greater vote is required by statute, charter, or ordinance, the resolution shall be adopted by a vote of two-thirds of all the members of the governing body of the public entity.

Government Code provisions

Government Code § 25350.5. Power of eminent domain

The board of supervisors of any county may acquire by eminent domain any property necessary to carry out any of the powers or functions of the county.

Government Code § 7267.1. Acquisition by negotiation; appraisal

(a) The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation.

(b) Real property shall be appraised before the initiation of negotiations, and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during his or her inspection of the property. However, the public entity may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a low fair market value.

Government Code § 7267.2. Just compensation; property offered for sale by owner

(a)(1) Prior to adopting a resolution of necessity pursuant to Section 1245.230 of the Code of Civil Procedure and initiating negotiations for the acquisition of real property, the public entity shall establish an amount that it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established, unless the owner cannot be located with reasonable diligence. The offer may be conditioned upon the legislative body's ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity or both. The amount shall not be less than the public entity's approved appraisal of the fair market value of the property. A decrease or increase in the fair market value of real property to be acquired prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for the improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant, shall be disregarded in determining the compensation for the property.

(2) At the time of making the offer described in paragraph (1), the public entity shall provide the property owner with an informational pamphlet detailing the process of eminent domain and the property owner's rights under the Eminent Domain Law.

(b) The public entity shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount it established as just compensation. The written statement and summary shall contain detail sufficient to indicate clearly the basis for the offer, including, but not limited to, all of the following information:

(1) The date of valuation, highest and best use, and applicable zoning of property.
(2) The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
(3) If appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.

(c) Where the property involved is owner-occupied residential property and contains no more than four residential units, the homeowner shall, upon request, be allowed to review a copy of the appraisal upon which the offer is based. The public entity may, but is not required to, satisfy the written statement, summary, and review requirements of this section by providing the owner a copy of the appraisal on which the offer is based.

(d) Notwithstanding subdivision (a), a public entity may make an offer to the owner or owners of record to acquire real property for less than an amount that it believes to be just compensation therefor if (1) the real property is offered for sale by the owner at a specified price less than the amount the public entity believes to be just compensation therefor, (2) the public entity offers a price that is equal to the specified price for which the property is being offered by the landowner, and (3) no federal funds are involved in the acquisition, construction, or project development.

(e) As used in subdivision (d), “offered for sale” means any of the following:

(1) Directly offered by the landowner to the public entity for a specified price in advance of negotiations by the public entity.
(2) Offered for sale to the general public at an advertised or published specified price, set no more than six months prior to, and still available at, the time the public entity initiates contact with the landowner regarding the public entity's possible acquisition of the property.

Government Code § 65402. Acquisition or disposition of property; construction of buildings; requirements before action

(a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for

street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.
Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.

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OC Development Services

OC Facilities Design & Construction Management

OC Facilities Maintenance & CUF

OC Fleet Services

OC Construction

OC Environmental Resources

OC Operations & Maintenance

OC Infrastructure Programs

OC Survey

ORANGE COUNTY OC Public Works

MEMORANDUM

Date: January 19, 2021

To: Members, Board of Supervisors, as Governing Board of the Orange County Flood Control District

From: James Treadaway, Director

Subject: Public Hearing on the Proposed Adoption of an Amended Resolution of Necessity for Condemnation of Real Property Interests for the Prado Dam Project; All Districts (Orange County Board of Supervisors' Meeting Date: January 26, 2021) Parcel Nos. E01PD 40-028 & E01PD 40-032

Synopsis:

On January 26, 2021, County Executive Office, on behalf of the Orange County Flood Control District ("District"), will present an agenda item requesting that the Orange County Board of Supervisors ("Board"), acting in its capacity as the governing Board of the District, consider for adoption a proposed Amended Resolution of Necessity ("Resolution"), after the duly noticed public hearing and full consideration, authorizing the filing of a condemnation action to acquire real property interests described with particularity below (the "Subject Property Interests") for the Prado Dam Project ("Project"). A previous Resolution of Necessity for this property was adopted by the Board of Supervisors on July 14, 2020. This Amended Resolution of Necessity is being sought to clarify the District's need to acquire the entire property, because portions of the property are above the inundation line.

At the direction of the Army Corps of Engineers, when acquisition of the portion of the Subject Properties that are necessary for the Project will leave the remainder in such size, shape, or condition as to be of little market value, the remnants are being acquired in accordance with Article 5 of the Eminent Domain Law (commencing with Section 1240.410 of the Code of Civil Procedure). Thus, the portion of the Subject Property above the elevation line of 566 feet is being acquired pursuant to Code of Civil Procedure section 1240.410, et. seq., as uneconomic remnants.

The Project is necessary to protect the safety, health, and welfare of residents and properties in Orange County from the devastating effects of major storms, including a 190-year storm event. Acquisition of the Subject Property Interests is required for the Project to carry out the Project's flood control purposes.

A. Specific Real Property Interests to be Considered and Acquired:

County Counsel, the OC Public Works Department, and the County Executive Office request your Board to consider for adoption the proposed Amended Resolution (provided as an attachment to the Agenda Staff Report) to authorize and direct County Counsel and/or special litigation counsel, Meyers Nave, LLP (previously approved by your Board for purposes of representing the District on the Project), to file and pursue proceedings to condemn and acquire the Subject Property Interests, which pertain to and affect real property that is owned as a matter of record title by Parcel is owned by Maria Del Socorro Vargas, Trustee of the Maria Del Socorro Vargas Trust dated October 19, 1999 ("Owner"), which real property is located at 7673 Hall Avenue, Eastvale, California, in the County of Riverside ("Parcel") and which Subject Property Interests are described as follows:

The fee simple interest in and to the real property that is legally described and depicted by Exhibits A and B attached to the proposed Resolution, which real property contains approximately 6.84 acres, zoned A-1 "Light Agriculture", designated as a low density residential (currently being used as a single-family residences and agricultural-related uses), is as referred to by the District as Project Parcel Nos. E01PD-40-028 and E01PD-40-032, which covers Riverside County "Subject Property Interests").

B. Mailing of Notice of Hearing and Intention to Owners of Record of the Subject Property Interests:

As shown by the Declaration of Mailing that will be on file with the Clerk of the Board of Supervisors prior to the public hearing on this matter, in compliance with Code of Civil Procedure section 1245.235, the Clerk of the Board of Supervisors mailed to Owner a Notice of Intention notifying them of the public hearing and of the Board's intention to consider the adoption of the Amended Resolution and of Owner's right to appear and be heard on the issues described therein.

C. Required Findings and Analysis of Facts Supporting Such Findings:

As a prerequisite to the Board's adoption of the Resolution, at the close of the public hearing, the California eminent domain law (Code of Civil Procedure sections 1245.220 and 1245.230, et seq.) requires the Board to make the findings described below. OC Public Works staff (Staff) have analyzed the Project and its objectives and the acquisitions proposed, with the required findings and legal requirements in mind. Staff hereby recommends your Board make each and all findings and Staff provide the following analysis and support for such findings:

1. The Public interest and necessity require the Project.

The existing Prado Dam ("Dam") was built in 1941 for flood protection purposes, and is located near the confluence of State Routes 71 and 91. The Dam is operated by the U.S. Army Corps of Engineers ("Corps"). Because of increased urbanization both upstream and downstream of the Dam, accumulation of sedimentation, and environmental factors, the flood control protection of the Dam has significantly diminished over the past 75 years. The Corps considers this situation along the Santa Ana River to constitute "the worst flood threat west of the Mississippi River," with probable devastating impacts to residents and property, resulting in a risk of significant loss of life and personal and economic injury, should a significant flood event occur.

Given these conditions, the Corps developed the Santa Ana River Mainstem ("SAR") Project, as generally described in the Corps' 1988 Phase II General Design Memorandum ("GDM") and Final Supplemental Environmental Impact Statement, which includes construction of Reach 9 (the area of the Project located between Weir Canyon Road in the County of Orange and the Riverside County-Orange County boundary), the raising of the Dam's spillway and embankment and constructing new higher capacity outlet works. Additionally, the Corps developed the Limited Reevaluation Report ("LRR") in 2001 for the purpose of introducing SAR Project modifications following the 1988 GDM, which specifically included three components, the Norco Bluffs (Component A), Prado Basin (Component B), and Reach 9 (Component C). The LRR also served as a basis for the development of the Project Cooperation Agreement ("PCA") between the Corps and the District.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

Given the location of the Santa Ana River, and given the fact that the Dam embankment, spillway, and reservoir already exist, there is no cost-effective alternative to the Project in order to provide the desired level of flood protection and to achieve the public benefits and protection described above. Prior to 1989, the Corps conducted significant analysis over several years to determine Project requirements and potential impacts to address the serious flood threat discussed above, while mitigating environmental and other impacts and minimizing private injury, as feasible. Based on these studies, the District has determined that it is necessary to acquire the Subject Property Interests. There is no feasible or cost-effective alternative to the Project that would reduce impacts on those private properties affected by the Project.

3. The Subject Property Interests are necessary for the Project.

If the Subject Property Interests are not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to State Route 91, and a significant risk of property damage, injury, and loss of life suffered by those downstream in Orange County. Per the Corps' Optimal Schedule, the Corps plans to award the contract for construction of the Project's spillway in 2021. It is necessary to acquire the Subject Property Interests so that the Corps can proceed with construction of the Project. If that schedule is not met, vital Project funding may be lost or delayed, thus exposing the citizens of Orange County to a prolonged risk of property damage and personal injury from a major storm event. It is necessary to obtain the Subject Property Interests to prevent and mitigate such risks. In addition, the Subject Property Interests themselves will be exposed to greater risk or frequency of inundation because of the Prado Dam's increased reservoir capacity once the spillway is increased in height. The Project will raise the Prado Dam flood basin and expand the potential inundation area up to 566 feet above sea level.

4. The offer required by California Government Code section 7267.2 was made to the owner of record of the Subject Property Interests.

In conformance with Sections 7267.1 and 7267.2 of the California Government Code and Board Resolution No. 67-612, an appraisal has been prepared by an independent appraiser who valued the fee interest to be acquired. An offer based on said appraisal was made to the Owner. A written Appraisal Summary Statement disclosing the appraised value of the Parcel and summarizing the basis of that value was provided to the Owner at the same time.

Negotiations with the Owner initially commenced on May 14, 2018, and continued. Some time had passed, and a new appraisal was ordered, and negotiations commenced a second time on January 28, 2019. The Owner provided their own appraisal on April 18, 2019. Based on the information in the Owners appraisal, the District updated its appraisal and presented an updated offer on November 20, 2019. Staff mailed a follow up letter on January 27, 2020, regarding our offer and left a follow up message via a phone call on February 18, 2020. The Owner has not responded to any attempted communications. Negotiations will continue, however, in order to proceed with timely acquisition of this Parcel in accordance with the Project, it is necessary to request your Board to consider the adoption of the Amended Resolution to allow us to commence the condemnation process at this time.

5. Compliance with CEQA.

Final Environmental Impact Report No. 583 ("Final EIR No. 583") was previously certified on November 28, 1989, and reflects the independent judgment of the District as Lead Agency. Final Supplemental Environmental Impact Statement/Report No. 583 ("Final Supplemental EIS/EIR No. 583") was previously certified on December 19, 2001, and reflects the independent judgment of the Orange County Planning Commission as Lead Agency. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583, which were prepared and satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, respectively, adequately addressed and fully analyzed the condemnation action proposed herein, which is a necessarily included element contemplated as part of the whole Project.

a. The circumstances of the Project are substantially the same as when Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were adopted, and Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 adequately addressed the effects of the proposed condemnation action. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken, and no new information of substantial importance to the Project which was not known or could not have been known when the prior Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were certified has become known in relation to this proposed condemnation action. Thus, no further CEQA review is required.
b. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 are adequate to satisfy the requirements of CEQA for the proposed condemnation action.

c. All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b) and have either been adopted as conditions, incorporated as part of the Project design, or included in the procedures of the Project Implementation.

Because the requested action would merely accomplish a property acquisition through condemnation proceedings, in accordance with the CEQA Guidelines and the previously certified CEQA documents for the Project, which reflect the independent judgment of the Lead Agency, the proposed Project is recommended for approval.

6. General Plan (Government Code Section 65402).

A conformity statement for the Project was requested from the City of Eastvale ("City") as required by the Code. The City responded on November 12, 2015, that the Project is consistent with the City's General Plan.

D. Other Considerations:

1. Compliance with County's Hazardous Materials Assessment (HMA) Policy.

Assessment was initiated by the District and Environmental Resources and a memo dated October 12, 2017, (including the report) was received, recommending District proceed with the acquisition subject to the review of a Transfer Disclosure Statement (TDS) from the Owner. The Owner has yet to provide the TDS. A new request to update the HMA and TDS had been requested.

2. Funds.

Your Board previously authorized counsel to obtain an Order of Possession for this Parcel and to make a deposit of estimated just compensation in the amount of $1,320,000, to be paid from Fund 404-080-404-LS09-4100, Job No ESP2101, based on the appraisal previously obtained. No additional funding is required at this time.

3. Relocation Assistance.

The District anticipates that the acquisition of this Parcel will displace several residential and business tenants. The District has employs Overland Pacific and Cutler, a professional relocation company (OPC) to interview the tenants and determine their eligibility for benefits. OPC has explained the Relocation Assistance Program to the tenants onsite ("Claimants") and provided the tenants with a General Information Notice and/or Notice of Eligibility as applicable. County staff will coordinate with OPC to ensure that relocation benefits, if any, are provided to eligible Claimants upon obtaining an Order of Possession or an acquisition by settlement and/or by court order is completed.

Recommended Actions:

Accordingly, we respectfully recommend that your Board, acting in the capacity as the governing Board of the District, at the conclusion of the public hearing noticed by the Clerk of the Board of Supervisors, adopt, by at least a two-thirds vote of the Board, the proposed Amended Resolution and take the following actions:

1. Make the required Findings described above and stated therein;
2. Direct County Counsel and/or previously approved special litigation counsel, Meyers Nave, LLP, to institute eminent domain proceedings to condemn and acquire the Subject Property Interests; and
3. Authorize the Auditor-Controller to encumber and disburse funds as described in the proposed Resolution.

Should you have further questions, please contact me at (714) 667-9700.

Real Property Acquisition Questionnaire* for ASR

(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for acquisition (fee, lease, license, easement)?
   a) Why is this property being considered for acquisition? It is required for the Prado Dam Project
   b) How and who identified this property for a potential acquisition? Army Corps of Engineers requires acquisition of all property below the 566-inundation line
   c) What factors are key in recommending this property for acquisition? This property is below the 566-inundation line.
   d) How does the proposed acquisition fit into the County's/District's strategic or general plan? It is part of the Prado Dam Project
   e) What are the short and long term anticipated uses of the property? Open space for flowage of flood waters.
   f) Are there any limitations on the use of the property for its intended purposes? No.

2. What analysis has been performed as to whether to acquire the proposed real property interest?
   a) Have there been any internally or externally prepared reports regarding this property acquisition? Yes.
   b) Who performed the analysis? Army Corps of Engineers and Flood Engineers.
   c) Provide details about the analysis and cost/benefit comparison. The Project and required acquisition are necessary to avoid loss of property and/or life in the event of a major storm/flood event.

3. How was the acquisition price, or lease/license rent, determined? By an appraisal.
   a) Who performed the appraisal or market study and what certifications do they possess? A third-party independent MAI appraiser. A second appraiser then performed a review of the appraisal.
   b) How does the price/rent compare with comparable properties? It is comparable.
   c) Does the setting of the price/rent follow industry standards and best practices? Yes.
   d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? The County will be responsible for maintenance of full fee acquisitions, primary consisting of weed control and fencing. The property owners will continue to maintain the property in instances where we obtain an easement. Provide an estimate of the costs to the County/District if applicable. Unknown.

4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? Some demolition may be required.
   a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A.
   b) Include estimates of the costs. Unknown.
   c) What department will be responsible for the costs? Flood.

5. Can the County terminate the purchase/easement, lease/license? Yes prior to conclusion of the lawsuit.
   a) What would be necessary to terminate the agreement, and when can it be terminated? A dismissal through the court.

b) Are there penalties to terminate the purchase/easement, or lease/license? We may have to pay the owners legal fees if we decide not to proceed.

6. What department will be responsible for the acquisition payments? Flood.
   a) Are the acquisition costs budgeted in the department's budget? Yes.
   b) What fund number will the funds for the acquisition ultimately be drawn from? Fund 404.
   c) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) N/A.
   d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds? N/A.

7. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? Yes.
   a) List any modified clauses and reasons for modification.

8. If this is a lease, is it a straight lease, an operating lease, a lease with an option to purchase, or a capital lease (see details below)? N/A

   Capital Lease Determination: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure that proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

   i) Lease transfers ownership to the County by the end of the term.
   ii) Lease contains an option to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example $1 or $1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
   iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
   iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

   *Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

   To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com .

Final Supplemental Environmental Impact Statement and Report No. 583

https://ocgov.box.com/s/f9a51iy16c9y25msu4b03ngxq13p4kng

AMENDED RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT, DETERMINING THE NECESSITY OF ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY
January 26, 2021

WHEREAS, this Amended Resolution of Necessity ("Resolution") seeks to acquire property interests in the real property currently listed on the latest Riverside County equalized tax assessment roll as owned by Maria Del Socorro Vargas, Trustee of The Maria Del Socorro Vargas Trust, dated October 19, 1999 ("Owner") and located at 7673 Hall Avenue, Eastvale, County of Riverside, California, for the Santa Ana River Mainstem Project / Prado Dam Project, and whereas the property interests to be acquired consist of:

> A fee simple interest in and to real property that is legally described and depicted in **Exhibits A** and **B** attached hereto, which fee simple interest is referred to by the District as Project Parcel Nos. 40-028 and 40-032 and includes Riverside County Assessor's Parcel Numbers 144-070-013 and 144-100-043.
>
> Containing 6.84 acres more or less ("Subject Property Interests");

WHEREAS, the Santa Ana River Mainstem Project ("Mainstem Project") is an ongoing project that is designed to provide flood protection to the growing urban communities in Orange, Riverside and San Bernardino Counties. All three counties, collectively, are working closely with the U.S. Army Corps of Engineers ("USACE") to design and construct the Mainstem Project;

WHEREAS, one of the main components of the Mainstem Project involves improvements to the Prado Dam and related features ("Prado Dam Project"). The Prado Dam Project is intended to increase the level of flood protection for residences and businesses in the communities downstream of Prado Dam.

WHEREAS, a portion of the Subject Property Interests is located in the proposed floodable area, on or below an elevation of 566 feet. Attached to this Amended Resolution of Necessity as **Exhibit C**, and incorporated herein by this reference, is a map of the Subject Property Interests which shows the area on or below the 566-foot flood line designated in red;

WHEREAS, certain portions of the Subject Property Interests are located above the 566-foot flood line. Orange County Flood Control District ("OCFCD" or the "District") requested guidance from USACE regarding the acquisition of the Subject Property Interests. On December 6, 2017, USACE sent the District a Guidance Letter for the acquisition of the Subject Property Interests. For APN 144-070-013, USACE stated that there is a residential structure located within the proposed floodable area below elevation 566 feet; approximately 80% of the parcel will be subject to flooding; and, there are no alternative locations on the parcel to relocate the residential structure due to lack of ingress/egress and potential for flooding. For APN 144-100-043, USACE stated that more than half of the parcel will be substantially flooded in a storm event, or as a result of flood control operations; and, this parcel also provides the only ingress/egress from APN 144-070-013 to Hall Avenue. A portion of Hall Avenue will also be flooded and, thus, the property above the 566 feet will be landlocked as a result of the Project. Thus, USACE determined that the remnant parcel remaining after a partial taking of the flood inundation area above elevation of 566 feet is uneconomic, and requested that the entire Subject Property Interests be acquired to prevent leaving the impacted landowner with an uneconomic remnant. Attached to this Amended Resolution of Necessity as **Exhibit D** and **Exhibit E** and incorporated herein by reference, are letters sent by USACE on December 6, 2017 and January 6, 2021 respectively;

WHEREAS, pursuant to Government Code section 7267.1 and 7267.2, the District prepared an appraisal of the entire Subject Property Interests, and presented an offer to Owner for the full appraised value on May 14, 2018. An updated offer was made to Owner on January 28, 2019. Owner presented her own appraised value on April 18, 2019. The District updated its appraisal and presented an updated offer to Owner on November 20, 2019;

WHEREAS, negotiations with Owner were at an impasse;

WHEREAS, on June 24, 2020, the clerk of the Board mailed notice to the Owner at the address shown by the last equalized Riverside County assessment roll, of the intention of Orange County Board of Supervisors ("Board") acting in its capacity as the governing board of the District, to adopt a proposed Resolution of Necessity to acquire the Subject Property Interests for purposes of the Project through eminent domain proceedings, and the date set for a hearing thereon of July 14, 2020;

WHEREAS, Owner did not appear at the July 14, 2020 hearing on the proposed Resolution of Necessity, or object to the adoption of the proposed Resolution of Necessity;

WHEREAS, after the duly noticed public hearing on July 14, 2020, the Board adopted Resolution No. 20-097, finding and declaring, in part, that (a) the public interest and necessity require the Project; (b) the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (c) the Subject Property Interests sought to be acquired are necessary for the Project; and (d) the offer required by section 7267.2 of the Government Code has been made to the owner(s) of record;

WHEREAS, Resolution No. 20-097 contained a technical error, in that it did not cite to Code of Civil Procedure section 1240.410, *et seq.*, which authorizes OCFCD to acquire a

"remnant", meaning "a remainder or portion thereof that will be left in such size, shape or condition as to be of little market value";

WHEREAS, this Amended Resolution of Necessity corrects the error in Resolution No. 20-097, to clarify that the portion of the Subject Property Interests that is being acquired for the Project is located on or below the elevation line of 566 feet, and the portions of the Subject Property Interests that are being acquired as uneconomic remnants pursuant to Code of Civil Procedure section 1240.410, *et seq.* are located above the elevation line of 566;

WHEREAS, on January 11, 2021, pursuant to the requirements of California Code of Civil Procedure section 1245.235, the District caused notice to be mailed first class and hand delivered to the Owner at, *inter alia,* the address where the Owner has moved and mailed notice to the Owner at the address shown on the last equalized Riverside County assessment roll, as well as to her attorney of record, of the intention of the Orange County Board of Supervisors ("Board"), acting in its capacity as the governing board of the District, to adopt a proposed Amended Resolution of Necessity to acquire the Subject Property Interests for purposes of the Project, through eminent domain proceedings, and of the date set for a hearing thereon of January 26, 2021;

WHEREAS, said notice by the Clerk notified the Owner of her right to appear and to be heard at a January 26, 2021 hearing before the Board on the following matters: (a) whether the public interest and necessity require the Project; (b) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (c) whether the Subject Property Interests sought to be acquired are necessary for the

Project; and (d) whether the offer required by section 7267.2 of the Government Code has been made to the owner(s) of record;

WHEREAS, USACE has confirmed that the Fee Owner can keep the uneconomic remnants as long as she agrees to release it, the local road authority, and the District from any liability as a result of the remaining parcel(s) being landlocked and the local road authority concurs, in writing, with obtaining a release in lieu of acquisition;

WHEREAS, the Fee Owner has been notified of that option via her attorneys of record but has not responded whether or not she wants to retain any of her property above the 566 line despite receiving several requests that she let the District know whether she wants to keep the uneconomic remnants;

WHEREAS, on January 26, 2021, the Board conducted a public hearing and heard and considered public comments, if any, and evidence presented, regarding the Project and regarding the proposed eminent domain acquisition of the Subject Property Interests; and,

WHEREAS, at the close of the public hearing and after the opportunity for open and public discussion among the Board, the Board voted, by more than the statutorily required two-thirds' majority of the Board membership, to adopt this Amended Resolution to acquire the portion of the Subject Property Interests necessary for the Project, and the uneconomic remnants, through eminent domain proceedings.

NOW, THEREFORE, **IT IS HEREBY RESOLVED** that this Board finds and determines as follows:

1. The recitals are true and correct and are incorporated herein by this reference.

2. Under the California Environmental Quality Act ("CEQA"):

a. Final Environmental Impact Report No. 583 (Final EIR No. 583) was previously certified on November 28, 1989, and reflects the independent judgment of the Orange County Flood Control District (District) as Lead Agency. Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 (Final Supplemental EIS/EIR No. 583) was previously certified by the Orange County Planning Commission on December 19, 2001, and reflects the independent judgment of the Orange County Planning Commission as Lead Agency. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 adequately addressed and fully analyzed project environmental impacts for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, which is a necessary and contemplated element of the Santa Ana River Mainstem Project. Both the Final EIR No. 583 and the Final Supplemental EIR/EIS No. 583 are complete and adequately satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, which includes the Prado Dam Project.

b. The circumstances of the Project are substantially the same as when Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were certified, and Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 adequately addressed the effects of the proposed Project. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken and no new information of substantial importance to the Project that was not known or could not have been known when the Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were certified has become known in relation to these proposed condemnation actions. Thus, no further CEQA review is required.

c. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 are adequate to satisfy the requirements of CEQA for the proposed condemnation actions.

d. All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b), and have either been adopted as conditions, incorporated as part of the Project design or included in the procedures of Project implementation.

3. The public interest and necessity require the Project for the purposes specified by California uncodified Water Code, Act 5682, section 2, also referred to as Water Code App. Sections 36-1 et seq. (the "Orange County Flood Control Act"), including but not limited to the control of flood and storm waters in order to protect the safety, health and welfare of residents and properties within the County of Orange from the potentially devastating effects of a 190-year flood/storm event.

4. The District is authorized to acquire the Subject Property Interests and to exercise the power of eminent domain for the public uses set forth herein under the California Constitution, the California eminent domain law (Code of Civil Procedure Sections 1230.010 et seq., and 1240.010 et seq., including without limitation Sections 1240.110, 1240.410 and 1240.420), Government Code Section 25350.5, and the Orange County Flood Control Act. The Subject Property Interests are located in Riverside County and the District is exercising its power of eminent domain extraterritorially pursuant to, inter alia, Sections 2 and 16 of the Orange County Flood Control Act.

5. The Project, which will raise the Prado Dam flood basin and expand the potential inundation area up to 566 feet above sea level, is planned and located in the manner that will be the most compatible with the greatest public good and least private injury.

6. The portion of the Subject Property Interests located on or below the elevation line of 566 feet is necessary for the Project. It is necessary that the District acquire the portion of the Subject Property Interests located on or below the elevation line of 566 feet to carry out the Project's essential flood control purposes. If this portion of the Subject Property Interests was not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to, State Route 91, and a significant risk of property damage, personal injury, and/or loss of life suffered by those downstream in Orange County.

7. The portion of the Subject Property Interests on or below the elevation line of 566 feet will be used for the Project, which constitutes a valid public use. Therefore, the Subject Property Interests will in fact be a public use.

8. The acquisition of the portion of the Subject Property Interests that is necessary for the Project will leave the remainder in such size, shape, or condition as to be of little market value, and as such the District may exercise the power of eminent domain to acquire the remnant in accordance with Article 5 of the Eminent Domain Law (commencing with Section 1240.410 of the Code of Civil Procedure). Thus, the portions of the Subject Property Interests above the elevation line of 566 feet are being acquired pursuant to Code of Civil Procedure section 1240.410, *et seq.*, as uneconomic remnants.

9. In conformance with Sections 7267.1 and 7267.2 of the California Government Code and Board of Supervisors Resolution 67-612, an appraisal was prepared covering the Subject Property Interests. An offer based on said appraisal was made to the Owner of the Subject Property Interests, and a written statement showing the appraised value of the Subject Property Interests and summarizing the basis of that valuation was also delivered to the Owner.

10. The necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235;

11. To the extent the Subject Property Interests are already devoted to a public use, the use of the Subject Property Interests for the District's Project is a compatible use that will not unreasonably interfere with or impair the continuance of the public use as it presently exists or may reasonably be expected to exist in the future (California Code of Civil Procedure Section 1240.510), or the use of the Subject Property Interests for the Project is a more necessary public use than is the presently existing public use (California Code of Civil Procedure Section 1240.610).

IT IS FURTHER RESOLVED that the Subject Property Interests be acquired by the District, and that the County Counsel of the County of Orange and/or outside counsel, Meyers Nave, pursuant to its existing contract with the District as previously authorized by this Board for purposes of representing the District in condemnation matters (collectively, "District's Counsel"), are hereby directed and authorized to institute eminent domain proceedings for the foregoing acquisition, to do, perform, and carry out all necessary proceedings and steps incident to acquiring the Subject Property Interests, to correct any errors or to make or agree to non-material changes in the legal description of the Subject Property Interests as may be necessary for the conduct of the action or other proceedings or transactions required to acquire the Subject Property Interests, and to seek and obtain an order for prejudgment possession of some or all of the Subject Property Interests at such time as District's Counsel deems it to be necessary and appropriate.

IT IS FURTHER RESOLVED that this Amended Resolution shall be effective immediately upon its adoption, and that the Clerk of the Board shall certify the adoption of this Amended Resolution and certify this record to be a full true, correct copy of the action taken.

LEGAL DESCRIPTION

Santa Ana River – Prado Dam
Facility No.: E01PD
Parcel No.: 40-28 & 40-32

Those certain portions of land in the City of Eastvale, County of Riverside, State of California, described as Parcels 1 and 2 in the Grant Deed recorded December 10, 2001 as Instrument No. 2001-612752 of Official Records in the office of the County Recorder of said County.

Containing 6.84 Acres, more or less.

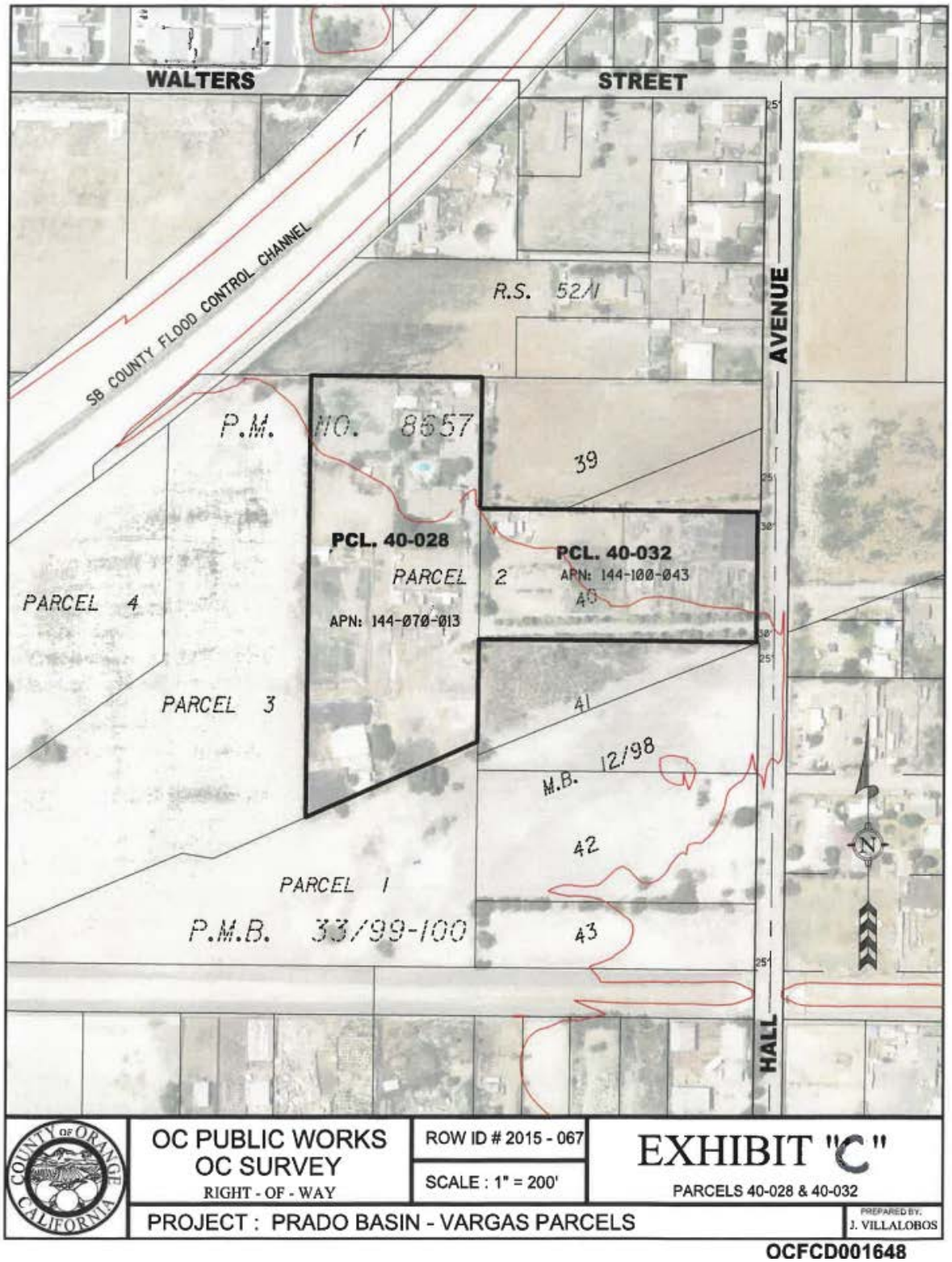
See EXHIBIT B attached and by reference made a part.

APPROVED

Craig S. Wehrman Date: 12/29/15
Craig S. Wehrman L.S. 6131

Exhibit A

WALTERS
STREET
SB COUNTY FLOOD CONTROL CHANNEL
R.S. 52/1
AVENUE
P.M. NO. 8657
39
PCL. 40-028
PARCEL 2
APN: 144-070-013
PCL. 40-032
APN: 144-100-043
40
PARCEL 4
PARCEL 3
41
M.B. 12/96
42
PARCEL 1
P.M.B. 33/99-100
43
HALL
N
COUNTY OF ORANGE CALIFORNIA
OC PUBLIC WORKS
OC SURVEY
RIGHT - OF - WAY
ROW ID # 2015 - 067
SCALE : 1" = 200'
EXHIBIT "B"
PARCELS 40-028 & 40-032
PROJECT : PRADO BASIN - VARGAS PARCELS


WALTERS
STREET
SB COUNTY FLOOD CONTROL CHANNEL
R.S. 52/1
AVENUE
P.M. NO. 8557
39
PCL. 40-028
PARCEL 2
APN: 144-070-013
PCL. 40-032
APN: 144-100-043
40
PARCEL 4
PARCEL 3
41
M.B. 12/98
42
PARCEL 1
P.M.B. 33/99-100
43
HALL
OC PUBLIC WORKS
OC SURVEY
RIGHT - OF - WAY
ROW ID # 2015 - 067
SCALE : 1" = 200'
EXHIBIT "C"
PARCELS 40-028 & 40-032
PROJECT : PRADO BASIN - VARGAS PARCELS
PREPARED BY:
J. VILLALOBOS
OCFCD001648

DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
915 WILSHIRE BLVD, SUITE 930
LOS ANGELES, CALIFORNIA 90017-3489

December 6, 2017

Office of the Chief
Asset Management Division

SUBJECT: Guidance for acquisition of APN 144-070-013 & 144-100-043, Parcel 40-028 & 40-032 (Vargas), Prado Dam Project

Mr. James Tyler
Manager, Flood Programs Division
OC Public Works
300 N. Flower Street Room 743
Santa Ana, California 92703

Mr. Tyler:

This letter responds to Orange County Flood Control District's ("OCFCD") request for guidance regarding the acquisition of APNs 144-070-013 and 144-100-043 (Vargas) located within Prado Flood Control Basin in San Bernardino County, CA. In accordance with Article III of the Project Cooperation Agreement for the construction of the Prado Dam Separable Element of the Santa Ana Mainstem, including Santiago Creek, California Project (Prado Dam Project), OCFCD as the Local Non-Federal Sponsor is responsible for the acquisition of all Lands, Easements, Rights-of-Way, Relocations, and Disposal sites necessary to construct, operate, and maintain the Prado Dam Project.

The APNs listed above are critical for flood control operations in order to manipulate and control water storage volume within Prado Flood Control Basin. In many cases, a flowage easement is sufficient to provide the Prado Dam Project adequate real estate rights for operation of Prado Dam and Basin. However, there are specific instances where fee simple acquisitions are applicable. In reference to the subject acquisition (Vargas) noted above, the Corps has concluded the following:

Based upon the attached exhibit (Exhibit B) provided by OCFCD, APN 144-070-013 has a residential structure located within the proposed floodable area below elevation 566'. Approximately 80% of the parcel will be subject to flooding. There are no alternative locations on the parcel to relocate the residential structure due to lack of ingress/egress and potential for flooding. Regarding APN 144-100-043, more than half of this parcel will be substantially flooded in a storm event, or as a result of flood control operations. This parcel also provides the only ingress/egress from APN 144-070-013 to Hall Avenue. The remnant parcel left after a partial taking of the flood inundation area below elevation 566' is uneconomic. It is the Government's practice to acquire additional real estate rights (if necessary) to prevent from leaving the impacted landowner with an uneconomic remnant

Exhibit D page 1 of 3

Please contact Mr. Willie Starks, Realty Specialist at (213) 452-3140 or email at willie.e.starks@usace.army.mil if you have any questions regarding this letter.

Sincerely,

Cheryl L. Connett
Chief, Asset Management Division

Enclosure
Exhibit B (Site Map)

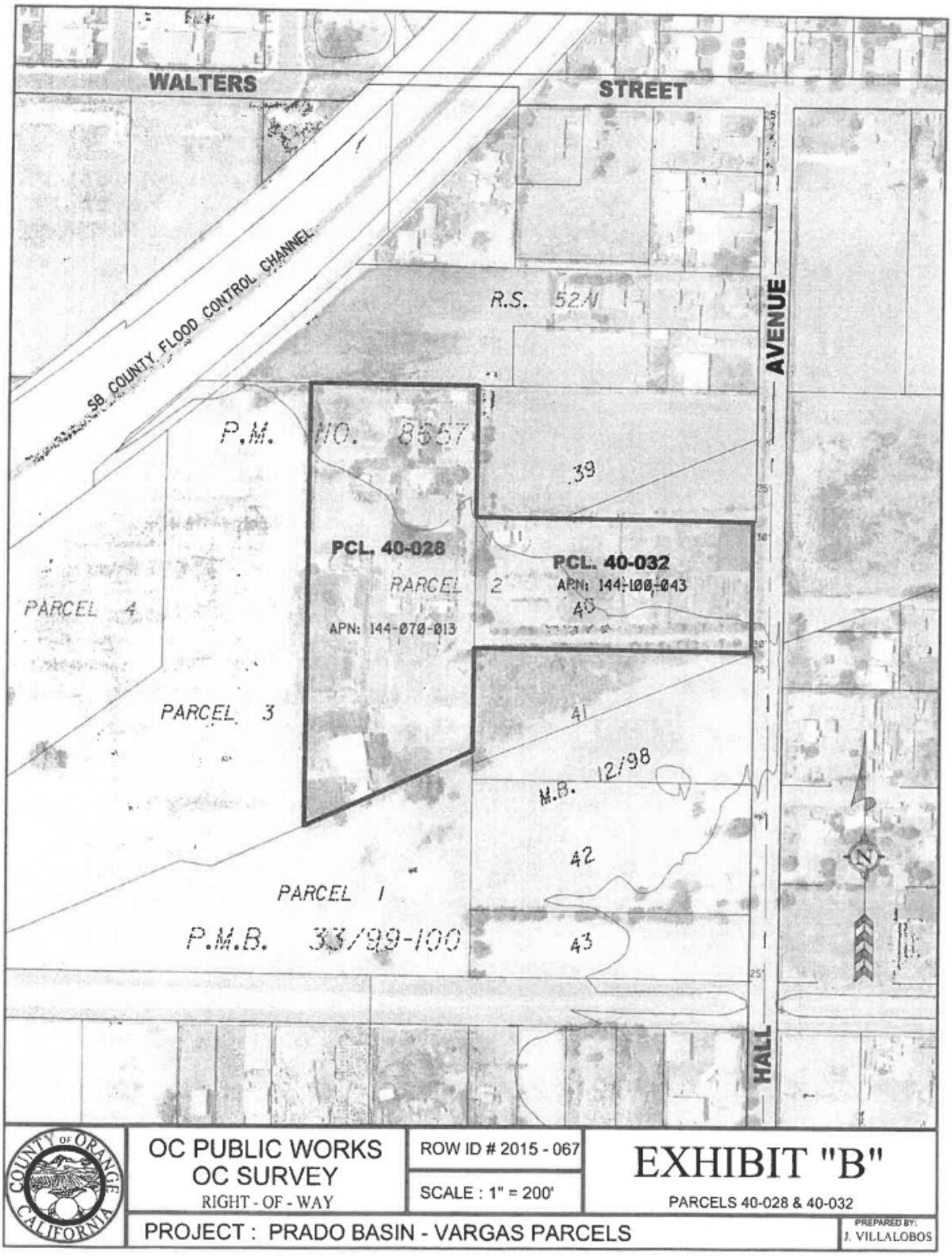


Exhibit D page 3 of 3

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT
915 WILSHIRE BOULEVARD, SUITE 930
LOS ANGELES, CALIFORNIA 90017-3489

January 6, 2021

SUBJECT: Guidance for acquisition of APNs 144-070-013 & 144-100-043, Parcel 40-028 & 40-032 (Vargas), Prado Dam Project

Mr. James Tyler
Manager, Flood Programs Division
OC Public Works
300 N. Flower Street, Room 743
Santa Ana, California 92703

Dear Mr. Tyler:

This correspondence provides additional information regarding Corps guidance to the Orange County Flood Control District (OCFCD) in the letter dated December 6, 2017 pertaining to the acquisition of assessor's parcel number (APN) 144-070-013 and 144-100-043 ("Vargas property"). Acquisition of a large portion of the Vargas property below elevation 566' NGVD is necessary for the operation of the Prado Dam Project, a Federal Flood Risk Management feature of the San Ana River Mainstem Project. In the Corps' letter dated December 6, 2017, it was determined that a full fee acquisition of APNs 144-070-013 and 144-100-043 was necessary to avoid leaving the owners with two (2) uneconomic remnant parcels. In accordance with Public Law 91-646 January 2, 1971 Section 301, "If the acquisition of only part of a property would leave its owner with an uneconomic remnant, the head of the Federal Agency concerned shall offer to acquire the entire property."

The Corps based its analysis of APNs 144-070-013 and 144-100-043 on the following:
APN 144-070-013 - The portion remaining after acquisition above elevation 566' NGVD is landlocked on all sides. There is no adequate ingress/egress to the remainder parcel during the Prado Dam Project designed storm event and this could pose a danger if occupied. This portion of the property is used for residential purposes which includes two (2) dwellings and a mobile home. The Corps determined that acquisition of the remaining parcel above elevation 566' NGVD was necessary to prevent leaving the owner with an uneconomic remnant.

APN 144-100-043 -The existing access to this parcel runs easterly and westerly along the southern border of the property. This is also the primary means of access to and from APN 144-070-013, with connection to Hall Avenue. During the Prado Dam designed storm event, the currently existing ingress/egress will be flooded and inaccessible. In its current condition, access to APN 144-070-013 will be completely blocked by flooding and access to APN 144-100-043 will be severely or totally diminished and likely not

traversable. In addition to the access limitations, a substantial portion of the property will be flooded during the designed storm event.

The Corps has determined that the remainder portions of the Vargas property above elevation 566' NGVD are uneconomic remnants. In accordance with Corps' policy, a remnant without access need not be acquired if (1) the owner desires to retain the property and releases the Government from damages for lack of access, and (2) the obtaining of such release in lieu of acquisition is concurred in, in writing, by the local road authority, and the local road authority is released from damages due to loss of access.

Please contact Mr. Willie Starks, Chief, Civil Works Property and Recreation Resource Management Section at (213) 452-3140, or email at willie.e.starks@usace.army.mil if you have any questions regarding this letter.

Sincerely,

Cheryl L. Connett
Chief, Real Estate Division

NOTICE OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT, TO CONSIDER FOR ADOPTION AN AMENDED RESOLUTION DETERMINING THE NECESSITY OF ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY

YOU ARE HEREBY NOTIFIED, pursuant to Code of Civil Procedure section 1245.235, that the Board of Supervisors of the County of Orange (the "Board"), acting as the governing board of the Orange County Flood Control District (the "District"), intends to consider for adoption an Amended Resolution of Necessity (the "Amended Resolution"), amending Resolution No. 20-097 to correct a technical error, i.e. the failure to cite to Code of Civil Procedure section 1240.410, *et seq.*, which authorizes OCFCD to acquire a "remnant", meaning "a remainder or portion thereof that will be left in such size, shape or condition as to be of little market value," and determining the necessity to acquire, through eminent domain proceedings, certain real property more specifically described below (the "Subject Property Interests") – for purposes of the District's Santa Ana River Mainstem/Prado Dam project (the "Project"). The Subject Property Interests consist of the following:

> A fee simple interest in and to real property that is legally described and depicted in Exhibits A and B of the attached Resolution which fee simple interest is referred to by the District as Project Parcel No. 40-028 and 40-032 and includes Riverside County Assessor's Parcel Numbers 144-070-013 and 144-100-043.
>
> Containing 6.84 acres more or less ("Subject Property Interests").

The portion of the Subject Property Interests on or below the elevation line of 566 feet is being considered for acquisition through eminent domain proceedings because District staff believes it is required for the essential flood control purposes of the District with respect to the District's Project; that if this portion of the Subject Property Interests was not acquired, the Project could not proceed as planned, which in turn would result in

inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to, State Route 91, and a significant risk of property damage, personal injury and/or loss of life suffered by those downstream in Orange County; and that it is also necessary that the District acquire the portion of the Subject Property Interests on or below the elevation line of 566 feet because that area will itself be exposed to a greater risk of inundation as a result of the increased capacity of the Project reservoir. The portion of the Subject Property Interests on or below the elevation line of 566 feet is outlined in red on the map attached to the Resolution as Exhibit C.

The remainder portions of the Subject Property Interests, located above the elevation line of 566 feet, are being considered for acquisition through eminent domain proceedings as "uneconomic remnants", pursuant to Code of Civil Procedure section 1240.410, *et seq.*

YOU ARE HEREBY NOTIFIED that the public hearing by the Board to consider adoption of the Amended Resolution is set for 9:30 a.m. (or as soon thereafter as the Board meeting reaches the agenda item relating to this public hearing) on January 26, 2021, at the Board of Supervisors' Hearing Room, First Floor, County Hall of Administration, 333 W. Santa Ana Blvd., Santa Ana, California.

YOU ARE HEREBY FURTHER NOTIFIED that you must file a written request to appear and be heard within fifteen (15) days of the mailing of this Notice by filing or delivering a written request to the address below if you desire to appear and be heard on: (1) whether ***the public interest and necessity require the Project***; (2) ***whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury***; (3) ***whether the Subject Property Interests sought to be acquired are necessary for the Project***; and (4) ***whether the offer***

required by section 7267.2 of the Government Code has been made to the owner of record.

Clerk of the Board of Supervisors
Post Office Box 687
Hall of Administration, Fourth Floor
333 W. Santa Ana Blvd.
Santa Ana, California 92702

You may use the following page of this Notice for this purpose to notify the Board of Supervisors of your intent and desire to be heard. Your failure to file a written request to appear and be heard within fifteen (15) days after this Notice was mailed will not result in a waiver of your right to be heard, as long as you send written objections to the Clerk of the Board of Supervisors before the close of business the day before the hearing date. For further information, please contact Robin Stieler, Clerk of the Board of Supervisors at (714) 834-3324.

REQUEST TO BE HEARD ON AMENDED RESOLUTION DETERMINING THE NECESSITY TO ACQUIRE AND CONDEMN, THROUGH EMINENT DOMAIN, REAL PROPERTY FOR THE SANTA ANA RIVER MAINSTEM/ PRADO DAM PROJECT

Name_____

Address_____

_____

Telephone Number_____

Dated: _____

_____
(Signature)

DECLARATION OF MAILING

_____, _____,
(Name) (Title)
on behalf of the County of Orange, CEO Real Estate Department, hereby declares as follows:

That on January 11, 2021, I mailed, postage prepaid, a copy of the attached NOTICE OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT, TO CONSIDER FOR ADOPTION AN AMENDED RESOLUTION DETERMINING THE NECESSITY OF ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY to the record owner of the real property which may be acquired and whose names and addresses appear on the last equalized assessment rolls. The names and addresses of all persons the attached Notice was mailed to are as follows:

		Notice Recipients – Names and Addresses
		Ms. Maria Del Socorro Vargas, Trustee of the Maria Del Socorro Vargas Trust dated October 19, 1999 31056 Morgan Horse Street Menifee, CA 92584-1100
		Ms. Maria Del Socorro Vargas, Trustee of the Maria Del Socorro Vargas Trust dated October 19, 1999 1182 Via Goya Chula Vista, CA 91910-7734
		Michael H. Leifer 2 Park Plaza, Suite 550 Irvine, CA 92614

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

EXECUTED at _____, California, this ____ day of _____, 2021.

_____
(Signature)

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Andrew Do, First District
Vice Chairman Doug Chaffee, Fourth District

#S30D

Subject: Supplemental Item for January 26, 2021

Please add this Supplemental Item to the January 26, 2021 Board of Supervisors meeting agenda:

Covid-19 Vaccine Equity Pilot Program

2021 JAN 22 AM 11:31
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

AGENDA STAFF REPORT

Agenda Item
S30D

ASR

MEETING DATE:	1/26/2021
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Chairman Andrew Do, First District
	Vice Chairman Doug Chaffee, Fourth District
DEPARTMENT CONTACT PERSON(S):	Chris Wangsaporn (714) 834-3110
	LaShe Rodriguez (714) 834-3440

SUBJECT: COVID-19 VACCINE EQUITY PILOT PROGRAM

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
N/A	N/A	Discussion 3/5 Vote

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: N/A **# of Positions:** 0 **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1) Direct the Health Care Agency, or designees, to establish the COVID-19 Vaccine Equity Pilot Program to support CalOptima, its health networks and community clinics in serving targeted Medi-Cal beneficiaries with co-morbidities over the age of 65 and in conjunction with the California Department of Public Health's COVID-19 vaccine tiers.

2) Direct the Health Care Agency, or designees, to coordinate with CalOptima to facilitate the vaccination of the Phase 1A population, as identified by CalOptima's health network data, and conduct member outreach to those identified members on how to get vaccinated, including using the Pilot Program as an access point, and provide the Board of Supervisors with an update on February 9, 2021, and co-locate additional resources at these sites.

3) Direct the Health Care Agency, or designees, to allocate up to 1,000 COVID-19 vaccines per day, as needed, for the COVID-19 Vaccine Equity Pilot Program, to vaccinate the 96,000 Cal-Optima members who meet the State of California's vaccine criteria.

4) Direct the Health Care Agency, or designees, to adjust the allocation in Recommended Action 3, as COVID-19 vaccines become available, in order to vaccinate this high-risk population as soon as possible.

SUMMARY: Approval of this item will improve access to vaccinations for the communities that are hardest hit by the coronavirus pandemic, disproportionately likely to enter hospital Intensive Care Units (ICUs) due to severe COVID-19 illness, and less able to access vaccinations at sufficient scale through existing programs.

BACKGROUND INFORMATION:
The COVID-19 Vaccine Equity Pilot Program (VEPP) will provide laser-focused attention to vaccinating an identified population that is known based on local data to be at a high risk of infection, hospitalization, and mortality due to COVID-19. The VEPP will not only assist Orange County's health response; but also hasten the lifting of coronavirus-related restrictions on commercial and social activities as it prevents or reduces the severity of infections among high-risk individuals.

Despite a disproportionate harm suffered by these communities, the latest data shows that out of 108,812 vaccine doses reportedly administered thus far, only 12% were given to Hispanic individual, and 30% to Asian and Pacific Islander individuals. Furthermore, less than 20% of doses were given to individuals aged 65 or older.

As the County's public health plan, CalOptima provides health care services to 801,270 low-income children, adults and people with disabilities in Orange County through partnerships with private health networks. The magnitude of COVID-19 is extraordinary and significantly impacting Medi-Cal beneficiaries and providers throughout the region. At least 7,800 COVID-19 cases are known amongst CalOptima members. The approximately 25% of county residents who rely on CalOptima for their health insurance includes:

- 96,511 seniors, age 65 and older;
- 200,978 beneficiaries living with high risk medical conditions;
- 4,148 beneficiaries residing in long-term care facilities; and
- 12,130 beneficiaries experiencing homelessness.

According to CalOptima data, members ages 65+ primarily reside in approximately 15 zip codes across the county (Attachment A) and majority of the identified zip codes are in the cities of Santa Ana, Anaheim, and Garden Grove. These cities are also the communities hardest hit by COVID-19, accounting for over 1,000 COVID-19 deaths and are disproportionately likely to enter hospital Intensive Care Units (ICUs) due to severe COVID-19 illness.

COVID-19 has created unprecedented challenges to CalOptima's highest risk members, the 96,511 seniors (ages 65 and older) and individuals with underlying health conditions. The following data was provided to the Orange County Vaccine Taskforce (Attachment B) and the California Department of Public Health, that further supports the great need for VEPP:

- Older adults have dramatically higher death rates in Orange County.
- Deaths to older adults from COVID-19 have increased dramatically since November, exceeding those in July and August.
- Currently, 54% of persons hospitalized for COVID-19 are over age 60; 72% of patients in the ICU and 72% of patients on ventilators are over age 60.
- Hospital cases are rising most rapidly among 65 to 84-year olds.
- Asian and Latino patients are over-represented in COVID-19 hospital cases at all ages, including older adults.
- People who live in Low Health Equity (HE) census tracts (CT) are 1.4 times more likely to die from covid-19 if they are infected (sig at 95% level).
- Older adults from low Health Equity census tracts are at higher risk (Odds Ratio = 1.7) of dying from COVID. Odds Ratio (OR) for age groups (death in age group vs overall death rate):
    - 65-74 yrs.: OR= 2.2
    - 75-84 yrs.: OR= 1.7
    - 85+ yrs.: OR 1.7

Providing CalOptima's vulnerable senior members, as identified by CalOptima and their health networks through encounter data, direct access to the COVID-19 vaccine is critical. VEPP is specifically designed for members who belong to health networks that do not receive a direct vaccine distribution from the state.

This program will use numerous methods to provide direct access to the vaccine to these hardest hit communities and follow state's tiered vaccine process through community clinics, private health network systems, ambulance providers among others. These providers will utilize the Othena application and website to sign individuals up. These tactics will remove barriers to receiving the vaccine such as lack of transportation and access to internet will be eliminated.

FINANCIAL IMPACT: N/A

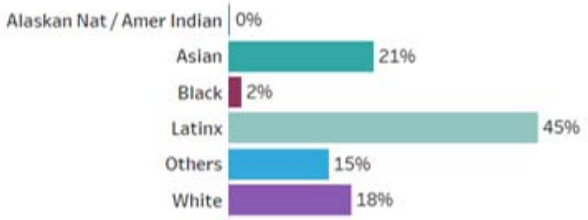
STAFFING IMPACT: N/A

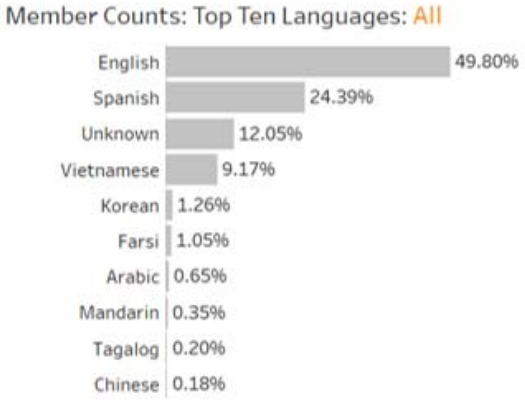
ATTACHMENT(S):

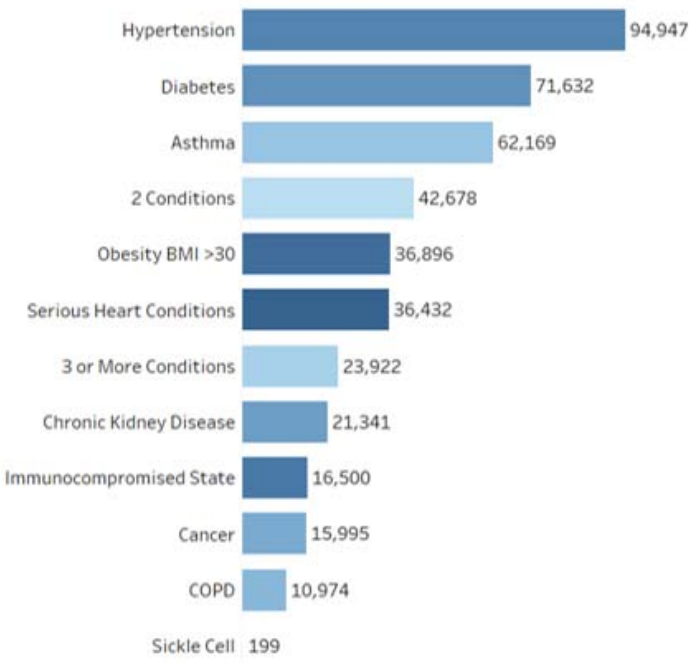
A. CalOptima Data
B. COVID-19 Vaccine January 10, 2021 Taskforce Presentation

CalOptima Population Analysis by COVID19 Risk Factors

All Total Members	All High Risk Conditions	All Experiencing Homelessness	All LTC Residents
806,334	200,978	12,130	4,148

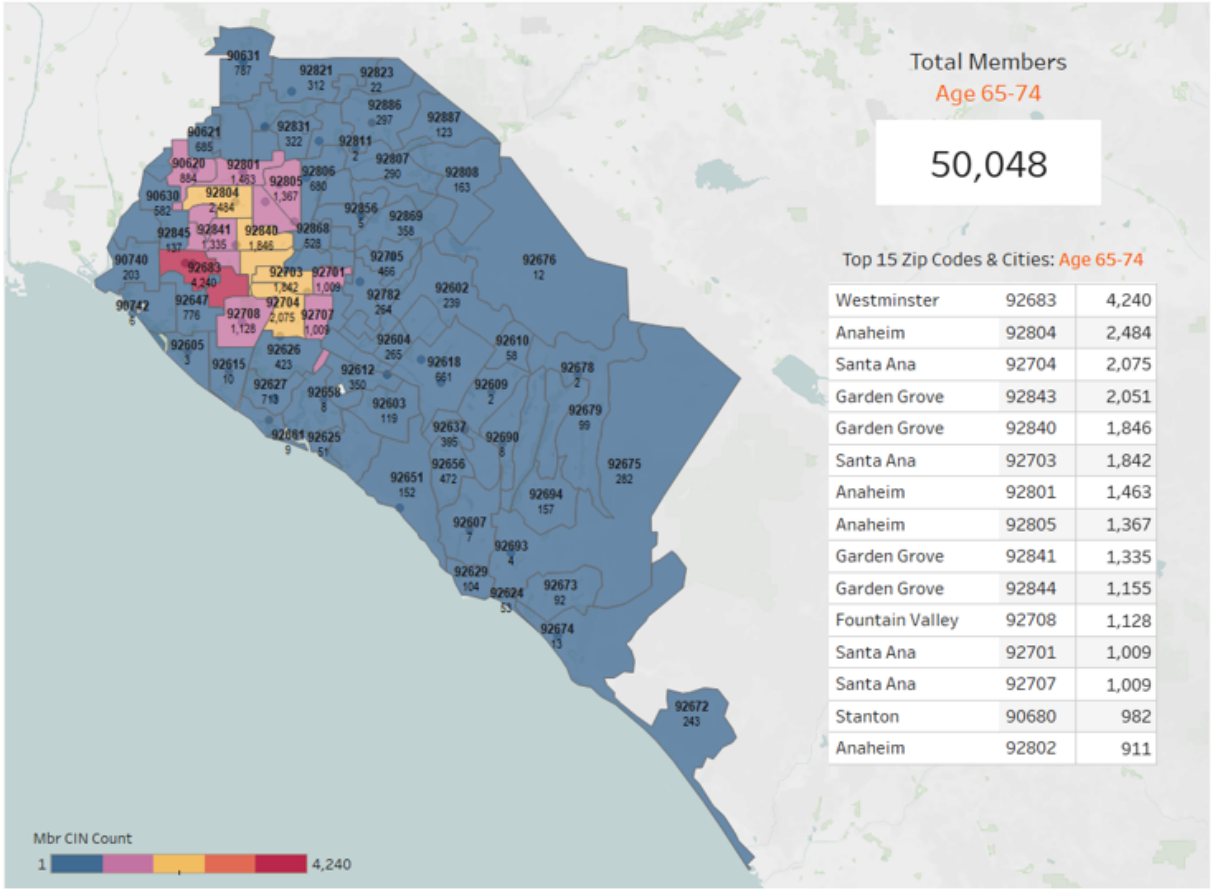






Chronic Conditions in "2 Conditions" and "3 or More Conditions" include Asthma, Chronic Obstructive Pulmonary

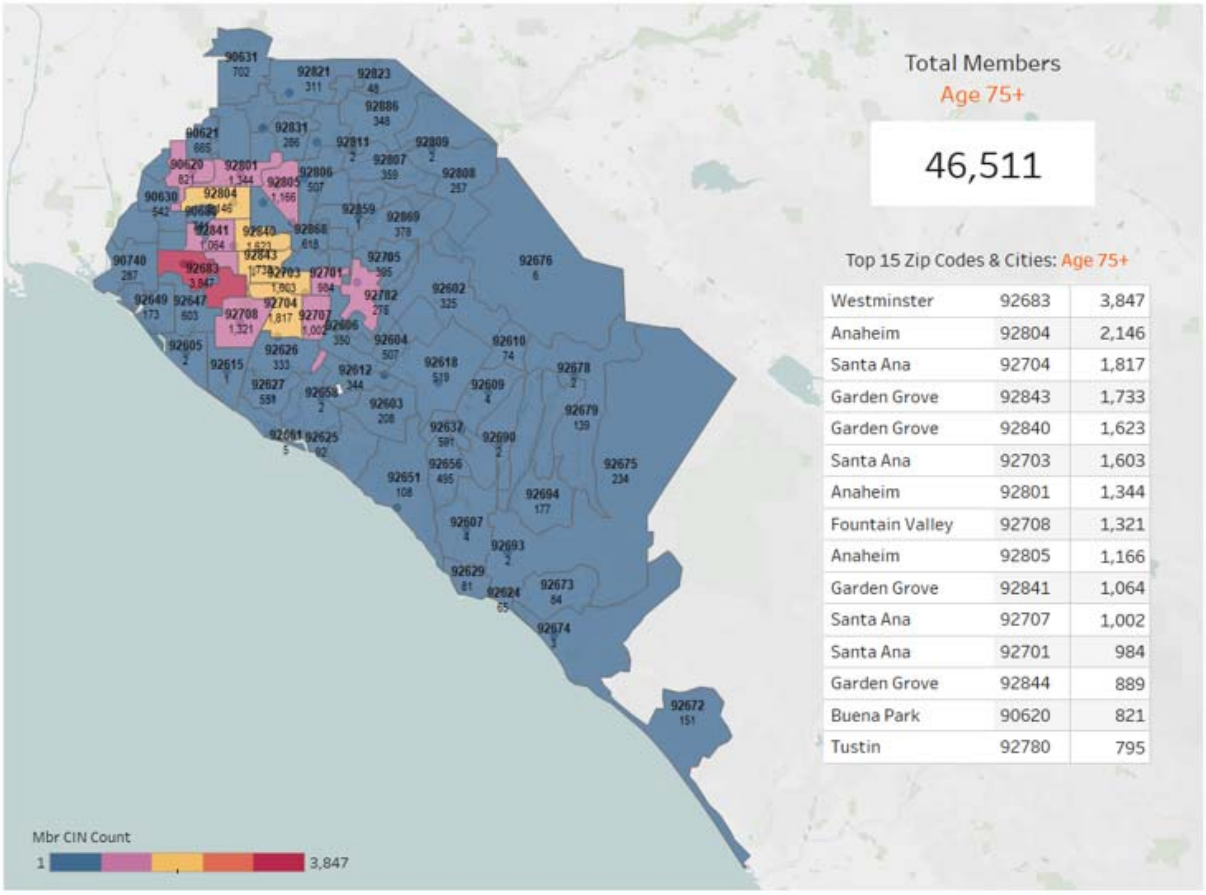
Members Ages 65-74 by City and Top Zip Codes



Westminster	92683	4,240
Anaheim	92804	2,484
Santa Ana	92704	2,075
Garden Grove	92843	2,051
Garden Grove	92840	1,846
Santa Ana	92703	1,842
Anaheim	92801	1,463
Anaheim	92805	1,367
Garden Grove	92841	1,335
Garden Grove	92844	1,155
Fountain Valley	92708	1,128
Santa Ana	92701	1,009
Santa Ana	92707	1,009
Stanton	90680	982
Anaheim	92802	911

CalOptima

Members Age 75+ by City and Top Zip Codes



Westminster	92683	3,847
Anaheim	92804	2,146
Santa Ana	92704	1,817
Garden Grove	92843	1,733
Garden Grove	92840	1,623
Santa Ana	92703	1,603
Anaheim	92801	1,344
Fountain Valley	92708	1,321
Anaheim	92805	1,166
Garden Grove	92841	1,064
Santa Ana	92707	1,002
Santa Ana	92701	984
Garden Grove	92844	889
Buena Park	90620	821
Tustin	92780	795

Attachment B

Orange County COVID-19 Vaccine Taskforce

Prioritization of 65+

Sunday, January 10th, 2020

California's COVID-19 Vaccine Plan

https://covid19.ca.gov/vaccines/

Phase 1A

About 3 million people

- Healthcare workers
- Long-term care residents

See CDPH Allocation Guidelines for Phase 1a.

Phase 1B

1B Tier One:

- Individuals 75 and older
- Those at risk of exposure at work in the following sectors: education, childcare, emergency services, and food and agriculture

1B Tier Two:

- Individuals 65 -74 years of age
- Those at risk of exposure at work in the following sectors: transportation and logistics; industrial, commercial, residential, and sheltering facilities and services; critical manufacturing
- Congregate settings with outbreak risk: incarcerated and homeless

Phase 1C

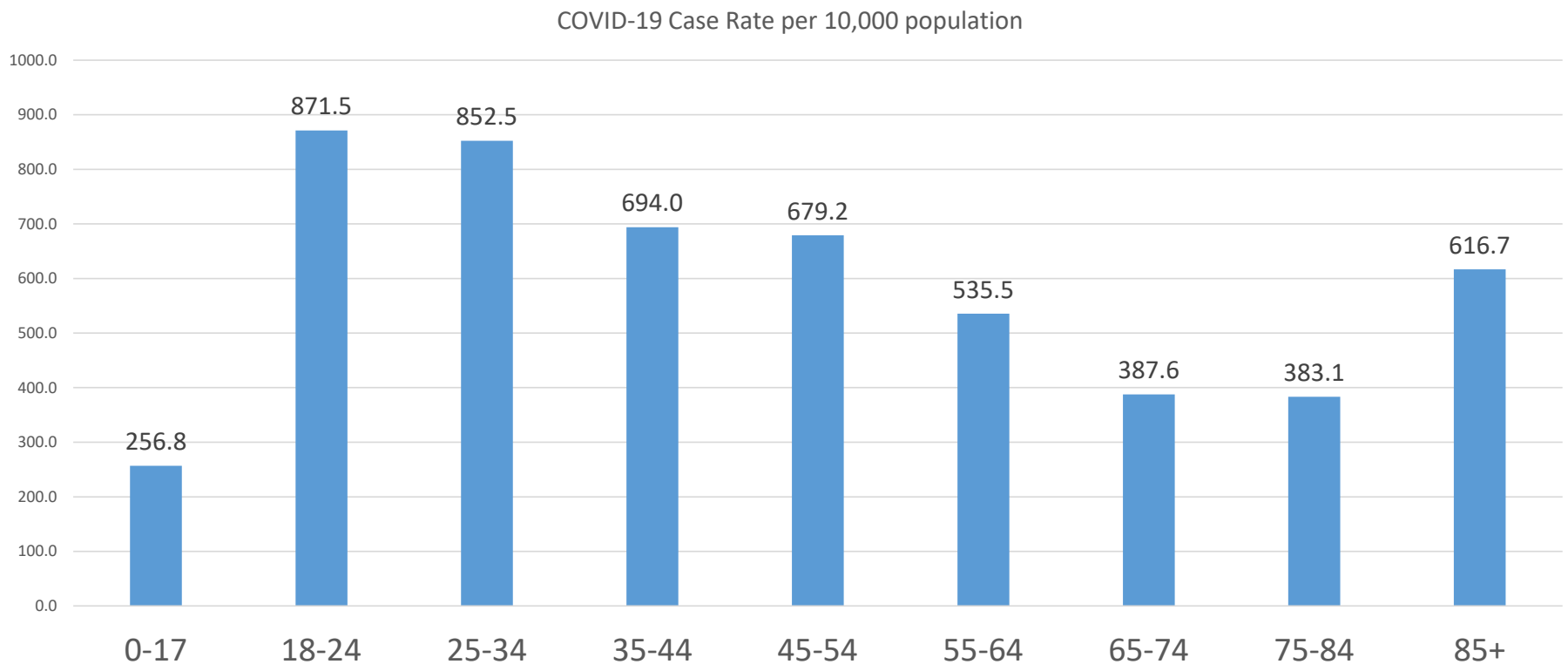
- Individuals 50 -64 years of age
- People 16-64 years of age and have an underlying health condition or disability which increases their risk of severe COVID-19
- Those at risk of exposure at work in the following sectors: water and wastewater; defense; energy; chemical and hazardous materials; communications and IT; financial services; government operations / community-based essential functions

COVID-19 MORBIDITY & MORTALITY IN OC

OC HCA

January 10, 2021

COVID-19 Case Rate by Age Group



Older Adults Hospitalization and Mortality Data in OC

Summary:

1. Older adults have dramatically higher death rates in Orange County.
2. Deaths to older adults from COVID-19 have increased dramatically since November, exceeding those in July and August.
3. Currently, 54% of persons hospitalized for COVID-19 are over age 60; 72% of patients in the ICU and 72% of patients on ventilators are over age 60.
4. Hospital cases are rising most rapidly among 65 to 84 year olds.
5. Asian and Latino patients are over-represented in COVID-19 hospital cases at all ages, including older adults.
6. People who live in Low Health Equity (HE) census tracts (CT) are 1.4 times more likely to die from covid-19 if they are infected (sig at 95% level).
7. Older adults from low Health Equity census tracts are at higher risk (Odds Ratio = 1.7) of dying from COVID. Odds Ratio (OR) for age groups (death in age group vs overall death rate):

    65-74 yrs: OR= 2.2

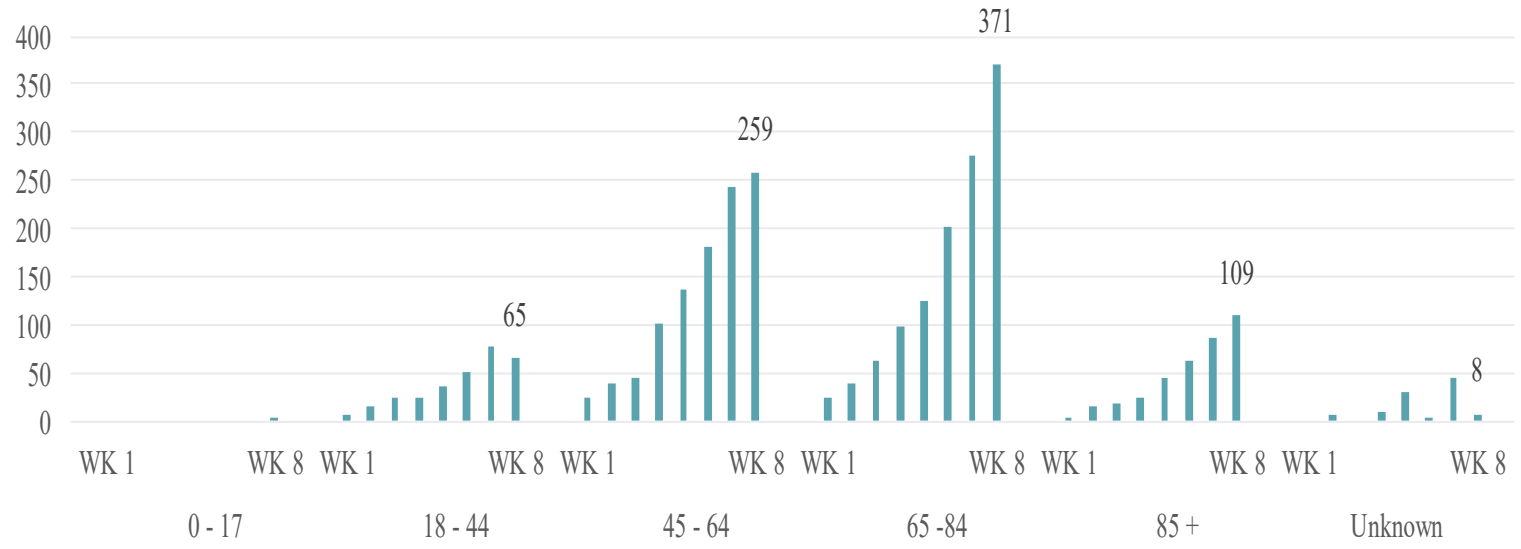
    75-84 yrs: OR= 1.7

    85+ yrs: OR 1.7

HOSPITALIZATIONS

COVID+ Census by age group, week

INSIGHT: Of the reporting facilities, one had patients in the 0 to 17 range. The age group with the highest one week count (371) was the 64 to 85 group.



HOSPITALIZATIONS

COVID+ Census by race, and age

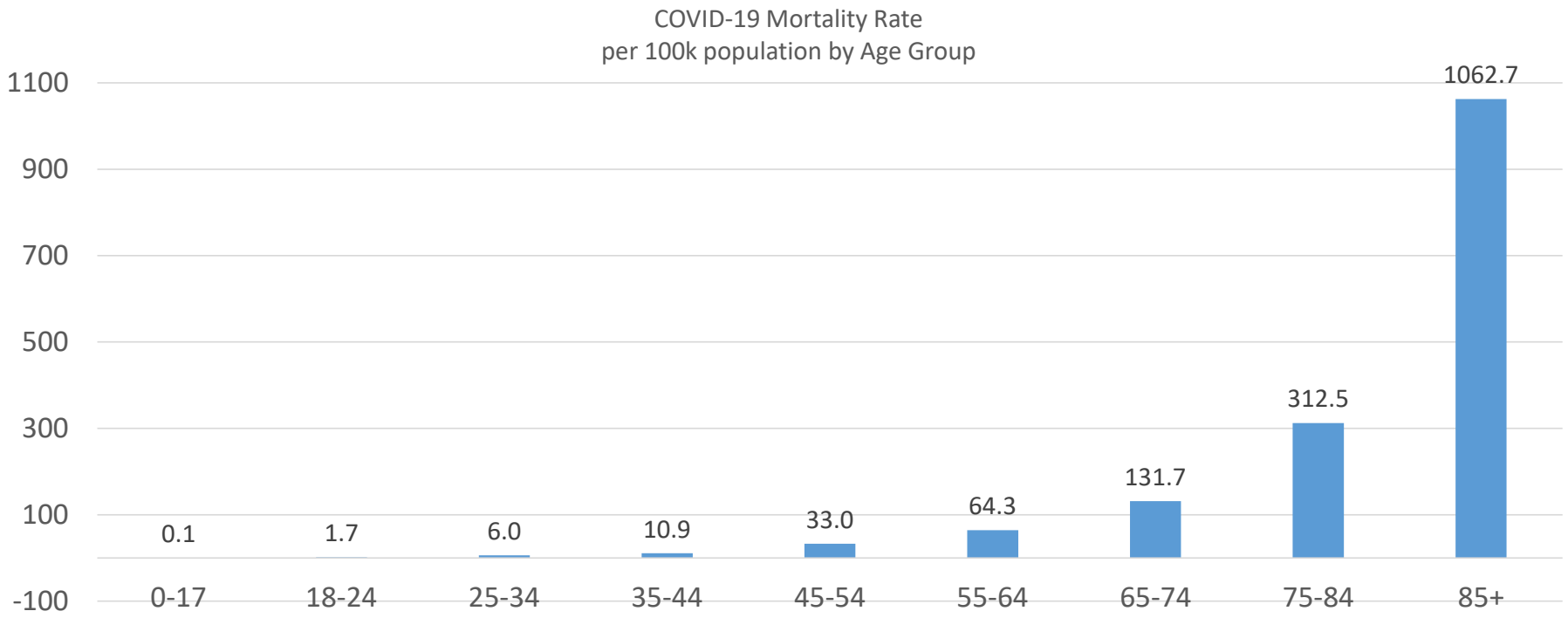
INSIGHT: In the tables below three racial groups accounted for approximately 87% of the COVID+ census as reported by the participating facilities (Hispanic or Latino 37%, White 25%, Asian 25%). Deeper color saturation indicates higher patient counts for that category.

	0 - 17	18 - 44	45-64	65 - 84	85 +	Unknown	Total	% Total
American Indian / Alaskan Native	0	1	3	3	1	8	16	1%
Asian	0	47	202	382	103	8	742	25%
Black or African American	0	10	30	50	18	8	116	4%
Hispanic or Latino	1	170	501	358	61	21	1112	37%
Multiple races	0	4	12	22	10	8	56	2%
Native Hawaiian / Pacific Islander	0	2	12	8	2	8	32	1%
Other	0	6	22	44	15	15	102	3%
Unknown	0	1	25	28	9	18	81	3%
White	0	63	221	301	145	8	738	25%

COVID-19 Hospitalization, ICU & Ventilator Use

COVID-19 Hospitalization, ICU & Ventilator Use by Seniors			
Age Group	Hospitalized	ICU	ICU-Ventilated
Ages 61+ yrs	180	297	73
% of Total	39%	72%	72%
Ages 71+ yrs	173	223	43
% of Total	37%	54%	43%

COVID-19 Mortality Rate by Age Group



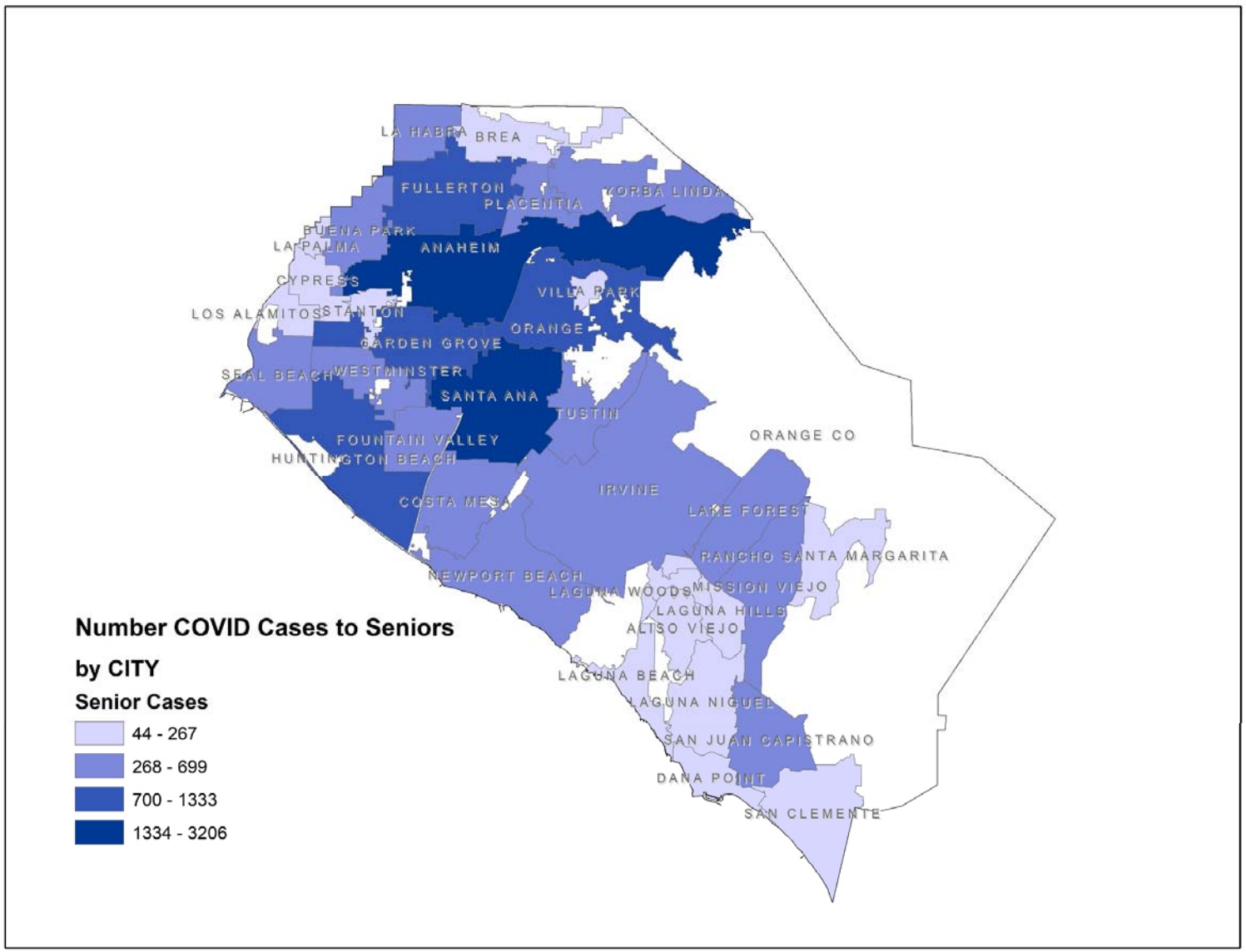
OC COVID-19 DEATHS by AGE GROUP

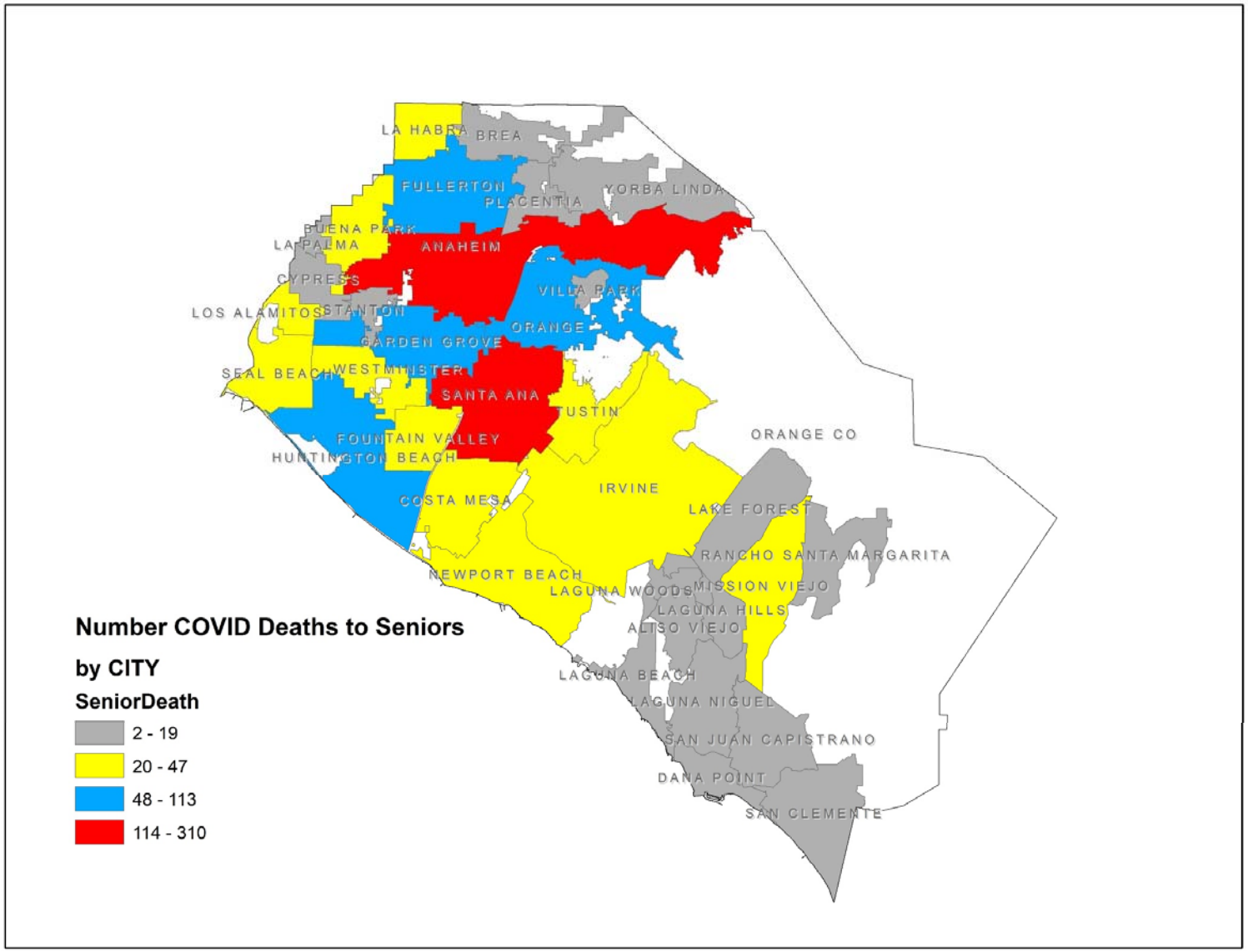
Data as of 1/9/2021

Age Group	Cases	Deaths	CFR	Population	Mortality Rate per 100k population
0-17	17836	1	0.01%	694491	0.1
18-24	25823	5	0.02%	296320	1.7
25-34	38150	27	0.07%	447528	6.0
35-44	29311	46	0.16%	422333	10.9
45-54	30008	146	0.51%	441814	33.0
55-64	23057	277	1.23%	430539	64.3
65-74	11478	390	3.44%	296145	131.7
75-84	5751	469	8.07%	150103	312.5
85+	3946	680	17.10%	63988	1062.7
Unknown	121	0	0.00%	-	
Total	185481	2041	1.11%	3243261	62.9

COVID-19 Deaths to Seniors by Month

COVID-19 Deaths (65+ Years)	Year Death		
Month of Death (based on date of death)	2020	2021	Total
January	0	1	1
March	7	0	7
April	35	0	35
May	122	0	122
June	197	0	197
July	264	0	264
August	267	0	267
September	152	0	152
October	97	0	97
November	126	0	126
December	271	0	271
Total	1538	1	1539
Data as of 1/9/21			


LA HABRA
BREA
FULLERTON
PLACENTIA
YORBA LINDA
BUENA PARK
LA PALMA
ANAHEIM
CYPRESS
VILLA PARK
LOS ALAMITOS
STANTON
ORANGE
GARDEN GROVE
SEAL BEACH
WESTMINSTER
SANTA ANA
TUSTIN
FOUNTAIN VALLEY
HUNTINGTON BEACH
ORANGE CO
IRVINE
COSTA MESA
LAKE FOREST
RANCHO SANTA MARGARITA
NEWPORT BEACH
LAGUNA WOODS
MISSION VIEJO
LAGUNA HILLS
ALISO VIEJO
LAGUNA BEACH
LAGUNA NIGUEL
SAN JUAN CAPISTRANO
DANA POINT
SAN CLEMENTE
Number COVID Cases to Seniors
by CITY
Senior Cases
44 - 267
268 - 699
700 - 1333
1334 - 3206


LA HABRA
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LAGUNA HILLS
ALISO VIEJO
LAGUNA BEACH
LAGUNA NIGUEL
SAN JUAN CAPISTRANO
DANA POINT
SAN CLEMENTE
Number COVID Deaths to Seniors
by CITY
SeniorDeath
2 - 19
20 - 47
48 - 113
114 - 310

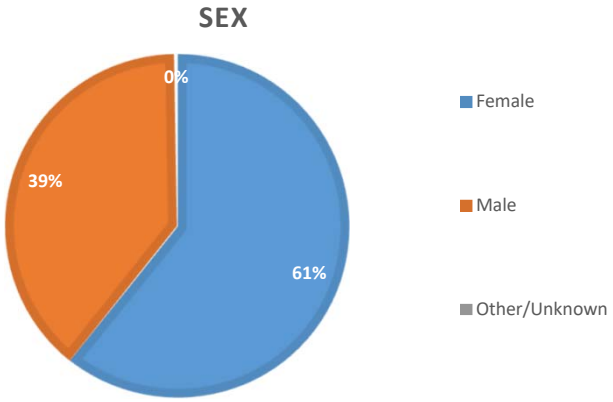
Conclusions

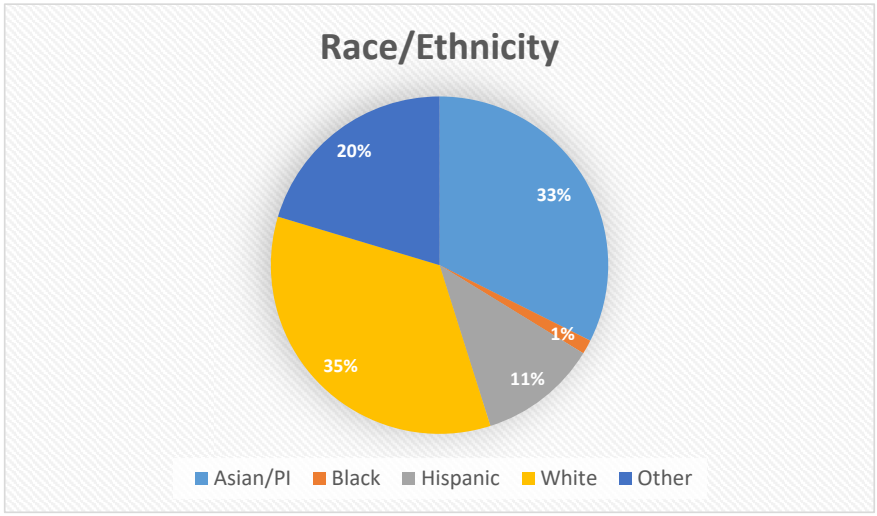
Older adults are at dramatically greater risk of dying from COVID-19, and deaths are increasing at a rapid rate during the current surge. Hospital cases are rising most rapidly among older adults and currently they represent 54% of all patients hospitalized for COVID-19. Asians and Hispanics are also overrepresented in hospitalized patients and mortality data indicate that persons who live in the lowest quartile of Health Equity census tracts are 1.41 times more likely to die if infected by COVID-19 than those who live elsewhere. Those who are over age 65 and live in the lowest quartile of Health Equity census tracts are 1.7 times more likely to die when infected by COVID-19 than those living elsewhere. This suggests that if the aim is to reduce hospitalizations and death as rapidly as possible, the primary groups to target are older adults who live in the most vulnerable geographic areas of the county (lowest quartile in Health Equity).

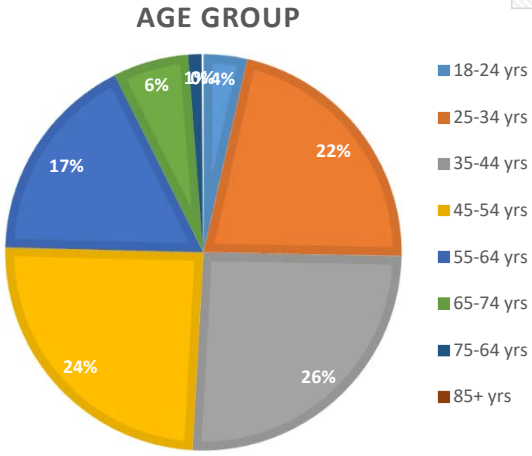
Additional Phase 1a Progress

- 3 new “community PODs” (Point of Dispensing) – open to all Phase 1a Tiers
- Vaccine doses allocated to (and arrived in) Orange County = 108,975
  - An additional 14,000 doses to be received this week
- Approximate percentage of vaccines used in initial weeks: 50%
- Hospitals:
  - High/moderate risk vaccinated to date; opening to other Tiers now
  - Hospitals/health systems working on increasing Urgent Care/Primary Care registration on CovidReadi
- Community Clinics
  - CovidReadi approved clinics are actively vaccinating
  - Clinics forming ‘hubs’ to vaccinate staff in small clinics
- Dialysis Settings
  - At least one site actively vaccinating staff and will support small dialysis programs
  - Several more seeking CovidReadi approval or waiting to receive vaccine
- Challenges, successes and learning to date (by the day!)

Thru December 31, 2020 - Vaccinations in Orange County: 32,214







Source: California Immunization Registry (CAIR2) database from CDPH

Thank you!

Standing Schedule: 1st and 3rd Thursdays, 4:00-5:30
Next meeting: Thursday, January 21st

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Andrew Do

Date: 01/25/21

RE: REVISION to ASR# S30E, Board Agenda 1/26/21 – 2021 Chair Appointments

Revisions are required within the Supplemental Item S30E.

Please delete Linda Kawaguchi and replace with Sherry L. Leysen, as the 2021 appointee to the Law Library Board of Trustees.

Term: 1/1/21 to 12/31/21.

cc: Chris Wangsaporn, Chief of Staff, BOS-1
Valerie Sanchez, Chief Deputy Clerk, COB

2021 JAN 25 PM 1:14
BOARD OF SUPERVISORS

2021 JAN 22 PM 1:32

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Andrew Do, First District

Subject: Supplemental Item for January 26, 2021

S 30E

Please add this memo and attachment as a Supplemental Item to the January 26, 2021 Board of Supervisors meeting agenda:

Subject: 2021 Chairman Appointments

Recommended Action: Approve the Chairman's 2021 appointments to Boards, Commissions, and Committees as presented in Attachment A.

Agenda Item
Clerk's Use Only S30E

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	01/26/21
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Clerk of the Board
DEPARTMENT HEAD REVIEW:	Robin Stieler *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Robin Stieler (714) 834-2206 Valerie Sanchez (714) 834-2206

2021 JAN 22 PM 1:32

SUBJECT: 2021 Chairman's Appointments

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
N/A	N/A *Action*	Discussion
CEO Signature	N/A *County Counsel Signature*	3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** N/A **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years** No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Approve the 2021 Chairman's appointments to Boards, Commissions, and Committees as presented in Attachment A.
2. Adopt California Form 806 - Agency Report of Public Official Appointments and direct Clerk of the Board to post on the County's internet website and to update as required by law.

SUMMARY:

Approval of the 2021 Chairman's appointments of Board members to various Boards, Commissions and Committees including adoption of California Form 806 - Agency Report of Public Official Appointments will ensure continued Board of Supervisors representation on various decision making bodies and fulfill Fair Political Practices Commission regulations.

BACKGROUND INFORMATION:

Each year the Chair of the Board of Supervisors submits proposed appointments of Supervisors to various Boards, Commissions and Committees for full Board approval. Additionally, the Fair Political Practices Commission Regulation 18702.5 requires the Board to adopt California Form 806 - Agency Report of Public Official Appointments and to post it on the County's website.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – 2021 Chairman's Appointments
Attachment B – FPPC Form 806
Attachment C – FPPC Regulation 18702.5

ATTACHMENT A

2021 CHAIR APPOINTMENTS
(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2020 APPOINTMENT	2021 PROPOSED APPOINTMENT
California State Association of Counties (CSAC) (Quarterly meetings; day/time varies)	Regular Member Alternate Member	Bartlett Chaffee	Bartlett Chaffee
CalOptima (Monthly; first Thursday at 2:00 P.M.)	Regular Member Regular Member Alternate Member	Steel Do Chaffee	Do Chaffee Bartlett
First 5 Orange County, Children & Families Commission (Bi-monthly as needed; first Wednesday at 9:00 A.M.)	Regular Member Alternate Member Nominations for Category 1 (Education) appointments* Nominations for Category 2 (Health) appointments* *The chair appoints 2 Supervisors to these slots as defined by Ord. Sec. 1-2-335 after the Regular Member is determined. These two appointments are not members of the commission, their sole duty is to make nominations to the BOS in April of each year for upcoming commission vacant slots	Chaffee Steel Steel* Do* *The Chair will make appointment at a later date	Chaffee Vacant Chaffee* Do* *The Chair will make appointment at a later date
Coastal Greenbelt Authority (Bi-monthly; third Thursday at 5:30 P.M.)	Regular Member (May be a BOS Member or other County official)	Bartlett	Bartlett
Commission to End Homelessness (Bi-monthly; fourth or fifth Friday at 9:00 A.M.)	Regular Member (8/28/18 - 8/28/21) Regular Member (8/29/20 - 8/28/22)* *New 2-year appointment will be for the term that began 8/29/20 - 8/28/22	Do Chaffee	Do Chaffee
Emergency Management Council (Quarterly; day/time varies)	Regular Member Alternate Member #1 Alternate Member #2 Alternate Member #3 Alternate Member #4	Bartlett Chaffee Wagner Do Steel	Bartlett Chaffee Wagner Do Vacant
Law Library Board of Trustees (Monthly; third Tuesday at 12:00 P.M.)	Regular Member #1 (May be BOS member or OC resident) Regular Member #2 (Must be a member of California State Bar)	Linda Kawaguchi Michael Franco	Linda Kawaguchi Michael Franco

ATTACHMENT A

2021 CHAIR APPOINTMENTS
(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2020 APPOINTMENT	2021 PROPOSED APPOINTMENT
Local Agency Formation Commission (LAFCO) (Monthly; second Wednesday at 8:00 A.M.)	Regular Member - (7/1/18 - 6/30/22)* Regular Member (7/1/19 - 6/30/23)** Alternate Member (7/1/19 - 6/30/23)*** *Provided for information only, this four-year appointment was approved by BOS on 1/23/18 **Provided for information only, this four-year appointment was approved by BOS on 1/29/19 ***Appoint a new alternate member to complete the existing term	Wagner Bartlett Steel	Wagner Bartlett Vacant
National Association of Counties (NACO) (Biennially; March and July)	Regular Member Alternate Member	Bartlett Chaffee	Bartlett Chaffee
Newport Bay Watershed Executive Committee (Central (Newport Bay) Watershed Management Area) (Quarterly meetings; day/time varies)	Regular Member Alternate Member	Steel Bartlett	Vacant Bartlett
OC Operational Area Executive Board (Quarterly; day/time varies)	Regular Member Alternate Member	Bartlett Chaffee	Chaffee Bartlett
OC Public Libraries Advisory Board (Thrice per year)	Regular Member Regular Member (Members represent library branches located in unincorporated areas)	Bartlett Wagner	Bartlett Wagner
One Water, One Watershed (As needed)	Regular Member (Current term 3/2/17 - 3/1/21) *New 4-year appointment term will begin 3/2/21 - 3/1/25	Chaffee	Chaffee
Orange County Audit Oversight Committee (Quarterly Meetings; day/time varies)	Regular Member (BOS Chair) Regular Member (BOS Vice Chair)	Steel Do	Do Chaffee
Orange County Children's Partnership (Monthly, third Thursday at 8:30 A.M.)	Regular Member	Do	Chaffee

ATTACHMENT A

2021 CHAIR APPOINTMENTS
(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2020 APPOINTMENT	2021 PROPOSED APPOINTMENT
Orange County Community Corrections Partnership (OCCCP) (Quarterly; fourth Thursday at 2:00 P.M.)	Regular Member (Same as BOS Regular Member on OCCJCC) Alternate Member (Same as BOS Alternate Member on OCCJCC)	Do Chaffee	Chaffee Vacant
Orange County Criminal Justice Coordinating Council (OCCJCC) (Monthly; third Friday at 9:30 A.M.)	Regular Member (Same as BOS Regular Member on OCCCP) Alternate Member (Same as BOS Alternate Member on OCCCP)	Do Chaffee	Do Chaffee
Orange County Fire Authority (OCFA) (Monthly; fourth Thursday at 6:00 P.M.)	Regular Member Regular Member (Note: If these appointments change, a resolution for OCFA will be included with the ASR)	Bartlett Wagner	Bartlett Wagner
Orange County Housing Finance Trust (OCHFT) (Bi-Monthly)	Regular Member (5/21/19 - 5/20/21) Regular Member (5/21/19 - 5/20/21) Countywide Elected Official (5/21/19 - 5/20/21) Countywide Elected Official (5/21/19 - 5/20/21) *New 2-year appointment terms will begin 5/21/21 - 5/20/23	Do Chaffee Don Barnes Shari Freidenrich	Chaffee Bartlett Don Barnes Shari Freidenrich
Orange County Juvenile Justice Coordinating Council (OCJJCC) (Annually; varies)	Regular Member Alternate Member	Do Chaffee	Chaffee Vacant
Orange County Local Remote Access Network (RAN) (As needed)	Regular Member Alternate Member (May be a BOS Member or staff representative)	Chaffee Wagner	Chaffee Wagner
Orange County Mental Health Board (Bi-monthly; second Tues. at 9:00 A.M.; fourth Wed at 9:00 A.M.)	Regular Member	Do	Vacant

ATTACHMENT A

2021 CHAIR APPOINTMENTS
(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2020 APPOINTMENT	2021 PROPOSED APPOINTMENT
Orange County Mosquito and Vector Control District (Monthly; third Thursday at 3:00 P.M.)	Regular Member (1/8/19 - 1/4/21)* (May be BOS or Designee) *New 2-year appointment will begin 1/5/21 - 1/2/23	CEO Designee Lala Oca Ragen	CEO Designee Lala Oca Ragen
Orange County Parks Foundation Annual; third Friday in July at 10:00 A.M.)	County Director (May be a BOS Member or other)	Chaffee	Chaffee
Orange County Sanitation District (Monthly; fourth Wednesday at 6:00 P.M.)	Regular Member Alternate Member	Chaffee Wagner	Chaffee Wagner
Orange County Transportation Authority (OCTA) (Bi-monthly; second and fourth Monday at 9:00 A.M.)	Regular Member (1st District BOS Member) Regular Member (2nd District BOS Member) Regular Member (3rd District BOS Member) Regular Member (4th District BOS Member) Regular Member (5th District BOS Member)	Do Steel Wagner Chaffee Bartlett	Do Vacant Wagner Chaffee Bartlett
Santa Ana River Flood Control Protection Agency (Seven per year; days vary; 4:00 P.M.)	BOS Representative OC Flood Control District Representative Alternate BOS Representative (May be BOS or staff designee) Alternate OCFCD Representative (May be BOS or staff designee)	Chaffee Wagner Alkamalee (Al) Jabbar James Tyler	Chaffee Wagner Alkamalee (Al) Jabbar James Tyler
South Coast Air Quality Management District (AQMD) (Monthly; first Friday at 9:00 A.M.)	Regular Member	Bartlett	Bartlett
South Orange County Watershed Management Area Executive Committee (Thrice per year)	Regular Member Alternate Member	Bartlett Steel	Bartlett Vacant
Southern California Association of Governments (SCAG) Regional Council and General Assembly (Monthly; first Thursday at 12:15 P.M.)	Official Representative Alternate Representative	Wagner Chaffee	Wagner Chaffee

ATTACHMENT A

2021 CHAIR APPOINTMENTS

(Term of appointments are 1/1/21 - 12/31/21 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2020 APPOINTMENT	2021 PROPOSED APPOINTMENT
Southern California Home Financing Authority (SCHFA) (4-5 times per year)	Regular Member (BOS Chair) CEO or Designee Member	Steel Frank Kim	Do Frank Kim
Transportation Corridor Agency - Foothill/Eastern (Monthly; second Thursday at 9:30 A.M.)	Regular Member (3rd District BOS Member) Regular Member (4th District BOS Member) Regular Member (5th District BOS Member)	Wagner Chaffee Bartlett	Wagner Chaffee Bartlett
Transportation Corridor Agency - San Joaquin Hills (Monthly; second Thursday at 9:30 A.M.)	Regular Member (3rd District BOS Member) Regular Member (5th District BOS Member)	Wagner Bartlett	Wagner Bartlett
Urban Counties Caucus (Monthly; first Wednesday at 4:00 P.M.)	Regular Member Alternate Member	Bartlett Chaffee	Bartlett Chaffee

ATTACHMENT B

Agency Report of: Public Official Appointments

Reset Page | Print Form

A Public Document

1. Agency Name

County of Orange

Division, Department, or Region *(If Applicable)*

Board of Supervisors

Designated Agency Contact *(Name, Title)*

Robin Stieler, Clerk of the Board

Area Code/Phone Number: 714-834-2206

E-mail: response@ocgov.com

California Form **806**

For Official Use Only

Date Posted: _____ *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Children & Families Commission of Orange County	Name: Chaffee, Doug *(Last, First)* Alternate, if any: Vacant *(Last, First)*	1 / 26 / 21 *Appt Date* 1 Year *Length of Term*	*Per Meeting:* $ 100.00 *Estimated Annual:* ☒ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
Local Agency Formation Commission (LAFCO)	Name: Wagner, Donald *(Last, First)* Alternate, if any: Vacant *(Last, First)*	1 / 23 / 18 *Appt Date* 4 Years *Length of Term*	*Per Meeting:* $ 100.00 *Estimated Annual:* ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
Local Agency Formation Commission (LAFCO)	Name: Bartlett, Lisa *(Last, First)* Alternate, if any: Vacant *(Last, First)*	1 / 29 / 19 *Appt Date* 4 Years *Length of Term*	*Per Meeting:* $ 100.00 *Estimated Annual:* ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*
Orange County Mental Health Board	Name: Vacant *(Last, First)* Alternate, if any: _____ *(Last, First)*	___/___/___ *Appt Date* 1 Year *Length of Term*	*Per Meeting:* $ 20.00 *Estimated Annual:* ☒ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ _____ *Other*

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)
	Robin Stieler	Clerk of the Board	2/9/2021

Comment: _____

Agency Report of: Public Official Appointments Continuation Sheet

Reset Page | Print Form

California Form 806
A Public Document

1. Agency Name
County of Orange

Date Posted: _____ (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Children's Partnership	Name: Chaffee, Doug (Last, First) Alternate, if any: None (Last, First)	Appt Date: 1/26/21 Length of Term: 1 Year	Per Meeting: $ 25.00 Estimated Annual: ☒ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Orange County Fire Authority	Name: Bartlett, Lisa (Last, First) Alternate, if any: None (Last, First)	Appt Date: 1/26/21 Length of Term: 1 Year	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☒ Other: $3600.00
Orange County Fire Authority	Name: Wagner, Donald (Last, First) Alternate, if any: None (Last, First)	Appt Date: 1/26/21 Length of Term: 1 Year	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☒ Other: $3600.00
Orange County Sanitation District	Name: Chaffee, Doug (Last, First) Alternate, if any: Wagner, Donald (Last, First)	Appt Date: 1/26/21 Length of Term: 1 Year	Per Meeting: $ 212.50 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☒ Other: $5100.00
Orange County Transportation Authority	Name: Do, Andrew (Last, First) Alternate, if any: None (Last, First)	Appt Date: 1/26/21 Length of Term: 1 Year	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Orange County Transportation Authority	Name: Vacant - 2nd District (Last, First) Alternate, if any: None (Last, First)	Appt Date: // Length of Term: 1 Year	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

Agency Report of: Public Official Appointments Continuation Sheet

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California Form 806
A Public Document

1. Agency Name
County of Orange

Date Posted: _____ (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Transportation Authority	Name: Wagner, Donald (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Orange County Transportation Authority	Name: Chaffee, Doug (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Orange County Transportation Authority	Name: Bartlett, Lisa (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
South Coast Air Quality Management District	Name: Bartlett, Lisa (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 100.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Southern California Association of Governments	Name: Wagner, Donald (Last, First) Alternate, if any: Chaffee, Doug (Last, First)	1 / 26 / 21 (Appt Date) 1Year (Length of Term)	Per Meeting: $ 120.00 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☒ $1,001-$2,000 ☐ Other
Transportation Corridor Agency - Foothill/Eastern	Name: Wagner, Donald (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 120.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

Agency Report of: Public Official Appointments Continuation Sheet

Reset Page | Print Form

California Form 806
A Public Document

1. Agency Name
County of Orange

Date Posted: _____ (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Transportation Corridor Agency - Foothill/Eastern	Name: Chaffee, Doug (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 120.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Transportation Corridor Agency - Foothill/Eastern	Name: Bartlett, Lisa (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 120.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Transportation Corridor Agency - San Joaquin Hills	Name: Wagner, Donald (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 120.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Transportation Corridor Agency - San Joaquin Hills	Name: Bartlett, Lisa (Last, First) Alternate, if any: None (Last, First)	1 / 26 / 21 (Appt Date) 1 Year (Length of Term)	Per Meeting: $ 120.00 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: _____ (Last, First) Alternate, if any: _____ (Last, First)	___/___/___ (Appt Date) _____ (Length of Term)	Per Meeting: $ _____ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: _____ (Last, First) Alternate, if any: _____ (Last, First)	___/___/___ (Appt Date) _____ (Length of Term)	Per Meeting: $ _____ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18702.5. Materiality Standard: Financial Interest in a Personal Financial Effect.

(a) A personal financial effect means the financial effect of a governmental decision on the personal finances of a public official or his or her immediate family. The financial effect is material if the official or the official's immediate family member will receive a measurable financial benefit or loss from the decision.

(b) Notwithstanding subdivision (a), a personal financial effect does not include:

(1) Any establishment of or change to benefits provided under an employment or retirement policy for employees or retirees if the financial effect of the decision applies equally to all employees in the same bargaining unit or other representative group.

(2) Payment of any travel expenses, to the extent allowed by law, incurred while attending meetings as an authorized representative of an agency.

(3) Stipends received for attendance at meetings of any group or body created by law or formed by the official's agency for a special purpose, so long as the selecting body posts on its website a form provided by the Commission that includes: a list of each appointed position eligible for a stipend, the amount of the stipend for each position, the name of the public official who has been appointed to the position, the name of the public official, if any, who has been appointed as an alternate, and the term of the position.

(4) The use of any government property, such as automobiles or other modes of transportation, mobile communication devices, or other agency provided equipment for carrying out the official duties of a position, including any nominal, incidental, negligible, or inconsequential personal use while on duty.

(5) Any personal reward received by the official when using a personal charge card or membership rewards program, so long as the reward is no different from the reward offered to the public and is limited to charges made solely for the official's approved travel expenses.

(6) A decision to fill a position on the body of which the official is a member.

(c) If the governmental decision affects a business entity or real property in which the official has a financial interest, this regulation does not apply and materiality is determined under Regulation 18702.1 or 18702.2.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87100, 87102.5, 87102.6, 87102.8 and 87103, Government Code.

HISTORY

1. New section filed 6-10-2003; operative 6-10-2003 (Register 2003, No. 24). For prior history, see Register 98, No. 48.

2. Amendment of subsection (b)(1)(A) filed 10-26-2004; operative 11-25-2004 (Register 2004, No. 44).

3. Change without regulatory effect renumbering former section 18702.5 to section 18704.5 and renumbering former section 18705.5 to section 18702.5, including amendment of subsection (c), filed 4-27-2015. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2015, No. 18).

County Executive Office

Memorandum

January 22, 2021

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer Michelle Aguirre for

Subject: Exception to Rule 21

2021 JAN 22 PM 2:58
BOARD OF SUPERVISORS

5 30F

The County Executive Office is requesting a Supplemental Agenda Staff Report for the January 26, 2021, Board Hearing.

Agency: Health Care Agency
Subject: Approve Emergency Rental Assistance Program Services
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental Item be placed on the January 26, 2021, Board agenda to meet the timeline for receiving funds and executing related agreements as established by the U.S. Department of the Treasury prior to the upcoming expiration of the eviction moratorium. The funds will provide financial assistance to individuals at risk of homelessness or eviction due to unpaid rent and utilities as a result of the COVID-19 impacts on income and employment. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: for A.D.

Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S39F
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	01/26/21
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Health Care Agency
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Jason Austin (714) 834-5000 Clayton Chau (714) 834-2830

SUBJECT: Approve Emergency Rental Assistance Program Services

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Michelle Aguirre Digitally signed by Michelle Aguirre DN: cn=Michelle Aguirre, o=County Executive Office, ou=Chief Financial Officer, email=michelle.aguirre@ocgov.com, c=US Date: 2021.01.22 14:39:54 -08'00' *CEO Signature*	Approved Agreement as to Form *Action* *County Counsel Signature*	Discussion 4/5 Votes Board Majority

Budgeted: No | **Current Year Cost:** See Financial Impact Section | **Annual Cost:** See Financial Impact Section

Staffing Impact: No | **# of Positions:** N/A | **Sole Source:** Yes

Current Fiscal Year Revenue: $65,576,556

Funding Source: FED: 100% (The Consolidated Appropriations Act of 2021) | **County Audit in last 3 years**: No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Authorize and ratify the County Executive Officer or designee acceptance of the Emergency Rental Assistance Program funds in an allocation amount of $65,576,556 and to execute related agreements with the U.S. Department of the Treasury as contained in Attachment A.

2. Approve the Master Agreement template with various providers for Homelessness Prevention Services, for the term of January 26, 2021, through December 31, 2021, for an amount not to exceed $64,265,025 as contained in Attachment B.

3. Approve the selection of and Contract with Fullerton Interfaith Emergency Services dba Pathways of Home for provision of Homelessness Prevention Services in the North Service Planning Area for the term of January 26, 2021, through December 31, 2021, for an amount not to exceed $22,492,759 as contained in Attachment C.

4. Approve the selection of and Contract with Volunteers of America Los Angeles for provision of Homelessness Prevention Services in the Central Service Planning Area for the term of January 26, 2021, through December 31, 2021, for an amount not to exceed $28,919,261 as contained in Attachment D.

5. Approve the selection of and Contract with Family Assistance Ministries for provision of Homelessness Prevention Services in the South Service Planning Area for the term of January 26, 2021, through December 31, 2021, for an amount not to exceed $12,853,005 as contained in Attachment E.

6. Approve the Contract with People for Irvine Community Health dba 2-1-1 Orange County for virtual front door and information and referral services in support of the Emergency Rental Assistance Program for the term of January 26, 2021, through June 30, 2021, for an amount not to exceed $579,152, renewable for one additional term as attached in Attachment F.

7. Pursuant to Contract Policy Manual Section 3.4-114, authorize the County Procurement Officer or authorized Deputy to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the contract amounts for the first year of the contracts, for the entire term of the Contracts, including renewals, and within the scope of work set forth in the contracts. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.

8. Authorize the County Procurement Officer or authorized Deputy to execute the Master Agreement as referenced in the Recommended Actions above.

9. Direct the Auditor-Controller to increase appropriations in Budget Control 042, Health Care Agency, by $65,576,556 (100-042-042-5000-1900) and increase revenue by $65,576,556 (100-042-042-5000-7060) in order to recognize the eligible expenses and offsetting revenue for the Emergency Rental Assistance Program in FY 2020-21 (requires four-fifths vote).

SUMMARY:

Ratification of the acceptance of the Emergency Rental Assistance Program funds and approval of the Contracts for Homelessness Prevention Services and Virtual Front Door and Information and Referral Services will expand the Orange County System of Care's capacity to provide financial assistance for households at greatest risk of becoming homeless and will assist households who have experienced financial hardships due to the COVID-19 pandemic by maintaining their existing housing and regaining stability.

BACKGROUND INFORMATION:

The Consolidated Appropriations Act of 2021, ratified by the United States Congress, approved the U.S. Department of the Treasury's administration of the Emergency Rental Assistance (ERA) Program. The ERA Program makes available $25 billion to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The ERA Program must largely be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears and other expenses related to housing. A maximum of 10 percent of the ERA Program may be used towards administrative costs and housing stability services, including case management. The funds are to expire on December 31, 2021.

Eligible Households for ERA are defined as a renter household in which at least one or more individuals meets the following criteria:

i. Qualified for unemployment or has experienced a reduction in household income, incurred significant costs or experienced a financial hardship due to COVID-19;
ii. Demonstrates a risk of experiencing homelessness or housing instability;
iii. Has a household income at or below 80 percent of the area median income (AMI); and
iv. Assistance is not duplicative of any other federally funded assistance.

The County of Orange (County) and the Cities of Anaheim, Santa Ana and Irvine are all eligible jurisdictions to receive ERA Program funds as their populations exceed 200,000 residents based on the 2019 Vintage of the U.S. Census Bureau data. Those three cities will be receiving funding allocations in addition to the County. The County is expected to receive $65,576,556 in ERA Program funding on January 27, 2021, to serve the residents in Orange County at greatest risk of experiencing homelessness as a result of financial hardships due to the COVID-19 pandemic.

The Health Care Agency (HCA), Office of Care Coordination (OCC), in conjunction with OC Community Resources (OCCR) and OC Social Services Agency (SSA), developed the ERA Program to be administered by the County. The program was developed after reviewing eligibility criteria, length of financial assistance allowed under the ERA Program and consideration of local priorities and needs to best serve the residents of Orange County. The ERA Program for the County will provide a maximum financial assistance of $10,000 per household. Additionally, HCA is coordinating with the Cities of Anaheim, Santa Ana and Irvine around the implementation of their ERA Programs.

Based on data from U.S. Department of Housing and Urban Development (HUD), HCA completed a preliminary analysis of how many renter households in Orange County could potentially be eligible for the ERA Program. This analysis included calculating the totals of renter households in categories of less than 30 percent, 30 to 50 percent and 50 to 80 percent AMI by Service Planning Area (SPA) and excluding the Cities of Anaheim, Santa Ana and Irvine. Given the difficulties in understanding reduction in household income or financial hardships due to COVID-19, the percentages of eligible population as identified in the table below will be applied to the ERA Program funds received by the County in an effort to have a regional targeted approach to the distribution of funding assistance.

Table 1: Estimated Eligible Population for ERA Program based on AMI

Renter Households per AMI	< 30% AMI	30 - 50% AMI	50 - 80% AMI	Estimated Eligible Population	Percentage of Estimated Eligible Population
North SPA, excluding Anaheim	20,885	16,115	20,560	57,560	35%
Central SPA, excluding Santa Ana	30,225	21,185	26,035	77,445	45%
South SPA, excluding Irvine	10,470	8,945	11,825	31,240	20%
			TOTAL	**166,245**	**100%**

Prior to the announcement of the ERA Program, HCA OCC had anticipated the need to develop Homeless Prevention Services. On September 9, 2020, HCA issued a Request for Proposals (RFP) to seek qualified

providers for COVID-19 Homeless and Prevention Response Services. This project allowed award for three separate providers, one for each SPA. There were nine respondents to this project. An evaluation panel consisting of one HCA representative and two non-HCA representatives evaluated the proposals and recommended award of contracts to three vendors. The three selected vendors are Fullerton Interfaith Emergency Services (FIES)dba Pathways of Hope for the North SPA, Volunteers of America Los Angeles (VOA) for the Central SPA and Family Assistance Ministries (FAM) for the South SPA.

Pathways of Hope was founded in 1975 as FIES. FIES expanded its operations and began to provide housing services for families experiencing homelessness. In 2012, FIES was renamed Pathways of Hope and serves as a leader in the North SPA providing homelessness prevention services, operating three shelters, rapid re-housing services, permanent supportive housing and housing services for chronically homeless individuals

VOA was established in 1896 with the mission of reaching out to and providing human services for those in need, including men, women and family households. VOA operates the Veterans Service Center in Santa Ana and manages the Supportive Services for Veteran Families funding to serve Veterans in Orange County. These services serve as an initial point of contact for veterans experiencing homelessness or housing instability and providing them with the appropriate supportive services to secure permanent housing or stabilize in their current housing.

FAM was established in 1999 and has a growing continuum of services in response to the changing needs of those at-risk of homelessness and experiencing homelessness in the South SPA. FAM provides case management, financial counsel, nutritious food options and financial assistance for utilities, transportation, medical, dental and prescription drugs.

These contracts include subcontractors. See Attachment G for Contract Summary Form.

Homelessness Prevention Services Scope of Services:
The proposed Master Agreement for provision of Homelessness Prevention Services will allow HCA the mechanism to implement the ERA Program in Orange County with three vendors that will serve as the regional provider for their respective SPA. The regional providers will deliver financial assistance for households at greatest risk of becoming homeless due to experiencing financial hardships from the COVID-19 pandemic by paying rental arrears and past due utilities. The vendors will be required to receive referrals from the County's established virtual front door and work with the households to verify eligibility requirements through the collection and review of proof of rental arrears and past due utilities. Through this process, the vendors will make a determination of financial assistance and facilitate payment directly to the landlord and/or utility company; or directly to the participant if the landlord declines to participate in the program. Additionally, the vendor may continue to provide housing stabilization services to households that may benefit from additional assistance or connection to supportive services.

The three vendors will be subcontracting with Orange County United Way (OCUW) to function as the conduit to provide financial payments to landlords, utility companies and as necessary to the applicant household. Through other initiatives and efforts including those related to the COVID-19 pandemic, OCUW has established relationships and a mechanism to facilitate electronic payment to landlords and utility companies that would ease the burden for the nonprofit organizations. OCUW launched Assist OC, an online application portal that facilitates direct financial payment assistance in the form of Automated Clearing House transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

Utilizing the data from Table 1, HCA earmarked proportionate funding for each SPA – North SPA at 35 percent, Central SPA at 45 percent and South SPA at 20 percent – to ensure appropriate and equitable access across the county based on 98 percent of the ERA Program allocation to the County. HCA will retain the remaining two percent of the ERA Program for Administrative Cost related to the ERA Program, including the establishing of the Virtual Front Door. Any unallocated administrative costs not used will be transferred to the providers. Each vendor has developed budgets and staffing plans to meet the needs of their SPA. The proposed Master Agreement provides HCA the flexibility to shift ERA Program funding from one vendor to another, should there be a disproportionate amount of need in one SPA over another. This will also function as an additional safeguard to ensure all the ERA Program funding is spent by the December 31, 2021, deadline.

Table 2: ERA Program by SPA and Households to be Served

Service Planning Area	ERA Program Administrative Costs	ERA Program Financial Assistance	Total ERA Program Allocation	Households to be Served, at minimum
North SPA, excluding Anaheim	$1,836,144	$20,656,615	$22,492,759	2,066
Central SPA, excluding Santa Ana	$2,360,756	$26,558,505	$28,919,261	2,656
South SPA, excluding Irvine	$1,049,225	$11,803,780	$12,853,005	1,180
HCA Administration	$1,311,531	$0	$1,311,531	0
TOTAL	**$6,557,656**	**$59,018,900**	**$65,576,556**	**5,902**

Homelessness Prevention Services Performance Outcomes:
The outcome measures for Homelessness Prevention Services are detailed below:

1. Assist a minimum of 5,902 eligible households by providing a maximum of $10,000 in financial assistance to address rental arrears and past due utilities. As some households will not have documented need for the maximum assistance, the total number of households served will likely increase.
2. Regional providers make first contact with households within three business days of received referral from the virtual access point.
3. Regional providers complete eligibility verification process within five business days of first meeting with household.
4. Regional providers make payment to the landlord and/or utility company within 14 days of financial assistance determination.

Additionally, the vendors will be responsible for utilizing the Homeless Management Information System (HMIS) in support of the data collection and reporting requirements that are required by the U.S. Department of the Treasury, which at minimum includes:

1. Number of eligible households that receive assistance
2. The acceptance rate of applicants for assistance
3. The types of assistance provided to each household
4. The average amount of funding provided per household
5. Incomes of eligible households by income tier
6. The average number of monthly rental and utility payments that each household received

7. Demographic data for households served

To support with the implementation of the ERA Program in Orange County, HCA is also proposing a Sole Source contract with People of Irvine Community Health dba 211OC to function as a virtual front door/access point to provide information and referral to the interested households. 211OC is in a unique position to support the implementation of the ERA Program in Orange County due to its being an established helpline that provides information and referral, having the 2-1-1 telephone designation and also managing the HMIS. The HMIS is a case management software that homeless service providers utilize for the provision of services and operations of programs. While the U.S. Department of the Treasury has not indicated a need to utilize a specific database or platform, HCA would like to ensure appropriate data collection is taking place to support with reporting needs by using the HMIS system.

Virtual Front Door and Information and Referral Scope of Work:
211OC will increase its call center staffing capacity to conduct a preliminary screening for the ERA Program and collect eligibility information to facilitate a handoff to the regional provider in each SPA. Interested households will have the opportunity to complete an eligibility screening independently through the 211OC online portal or with support of 211OC by telephone. Applicants who are unable to submit their applications directly on the online web portal due to lack or limited internet access or familiarity with technology will be encouraged to dial 2-1-1 for assistance. Information collected will be entered into HMIS to ensure efficiencies in the process. In the instance that a household is living in one of the cities administering an ERA program (Anaheim, Santa Ana or Irvine) the household will be referred to that city's application process. 211OC staff will support the household through the initial application process via telephone, two-way texting and email, and scheduling appointments for subsequent follow up. Applicant households will be able to upload their supporting forms, i.e. photo identification, lease, unemployment confirmation, etc. through this online portal. 211OC will also support uploading of the supporting form onto the online portal through two-way text and email communication, in order to expedite their eligibility screening.

Virtual Front Door and Information and Referral Performance Outcomes:
The outcome measures for the virtual Front Door and Information and Referral are detailed below:

1. A minimum of 90 percent of calls for the ERA program will be answered within 15 minutes either by live staff or through an automated interactive voice response system during times of high call volume. 211OC will respond to all messages left within 48 hours to assist in enrollment application.
2. The abandoned call rate for the ERA Program is less than 15 percent.
3. Caller satisfaction is 90 percent of higher.

Additionally, 211OC will be required to summit reporting at regular intervals to HCA that details the following:

1. Number of households that inquire for the ERA Program by SPA
2. Number of households redirected to the ERA Programs being implemented by the Cities of Anaheim, Irvine and Santa Ana
3. Number of households that 211OC staff assist in completing the initial application process by SPA
4. Number of eligible households that are determined eligible and referred to regional providers
5. Information on referrals and engagements into non-ERA programs as a result of reaching out for ERA.
6. Quality assurance and caller satisfaction for the ERA Program
7. Visits received from unique internet protocol address to the ERA Program website

Any adjustments to the U.S. Department of the Treasury allocation amount will be presented to your Honorable Board of Supervisors (Board) in the Grants Report.

HCA requests the Board to ratify the acceptance of the Emergency Rental Assistance Program funds and approve the Contracts with FIES, VOA and FAM as referenced in the Recommended Actions above, as well as authorize the Purchasing Agent or authorized deputy to execute individual Contracts pursuant to the Master Agreement as referenced in Recommended Action 2. HCA also requests the Board approve the 211OC Sole Source Contract as referenced in the Recommended Action above.

FINANCIAL IMPACT:
In order to allow for payment of eligible expenses of the ERA Program and recognition of offsetting grant revenue in FY 2020-21, the Auditor-Controller is directed to increase appropriations in Budget Control 042, HCA by $65,576,556 (100-042-042-5000-1900) and increase revenue by $65,576,556 (100-042-042-5000-7060).

There will be no impact to HCA Net County Cost as a result of these Contracts.

Should services need to be reduced or terminated due to lack of funding, this Contract contains language that allows HCA to give 30-days' notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

REVIEWING AGENCY
Auditor-Controller
Treasurer-Tax Collector

ATTACHMENT(S):
Attachment A – U.S. Department of the Treasury Emergency Rental Assistance
Attachment B – Master Agreement MA-042-21011068 with various providers for Homelessness Prevention Services
Attachment C – Contract MA-042-21011068 with Fullerton Interfaith Emergency Services dba Pathways of Home for provision of Homelessness Prevention Services
Attachment D – Contract MA-042-21011068 with Volunteers of America Los Angeles for provision of Homelessness Prevention Services
Attachment E – Contract MA-042-21011068 with Family Assistance Ministries for provision of Homelessness Prevention Services
Attachment F – Contract MA-042-21011067 with People for Irvine Community Health dba 2-1-1 Orange County for Virtual Front Door and Information and Referral Services
Attachment G - Contract Summary Forms
Attachment H – RFP Scoring Sheets
Attachment I – Sole Source Request Form

County of Orange

County Executive Office

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [*Recipient to provide*]	DUNS Number: [*Recipient to provide*]
County of Orange **333 W Santa Ana Blvd.** **Santa Ana, CA 92701-4067**	Taxpayer Identification Number: [*Recipient to provide*] **DUNS: 00-965-7602** **Tax ID: 95-6000928**

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Authorized Representative: Frank Kim

Title: County Executive Officer

Date signed: 1/8/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

2. Repayment and reallocation of funds.
   a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
   b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.

3. Availability of funds.
   a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
   b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
   c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.

4. Administrative costs.
   a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
   b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.

5. Reporting.
   a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
   b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
   b. Federal regulations applicable to this award include, without limitation, the following:
      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; and/or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

CONTRACT FOR PROVISION OF
COVID-19 HOMELESSNESS PREVENTION SERVICES
IN THE «SPA» SPA
BETWEEN
COUNTY OF ORANGE
AND
«UC_PROVIDER» «UC_DBA»
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

THIS CONTRACT entered into this 26th day of January 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and «UC_PROVIDER» «UC_DBA», a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

W I T N E S S E T H:

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

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WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, COUNTY in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Consolidated Appropriations Act, 2021 (the "Act") is a $2.3 trillion spending bill that combines $900 billion in stimulus relief for the COVID-19 pandemic in the United States with a $1.4 trillion omnibus spending bill for the 2021 fiscal year; and

WHEREAS, the Act directs the U.S. Department of the Treasury to make available $25 billion in Emergency Rental Assistance (ERA) Program to provide assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, the COUNTY is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Act, and any continuing executive orders and declarations as part of the on-going emergencies;

WHEREAS, the ERA Program must largely be used for direct financial assistance, including rent, rental arrears and utilities and home energy costs and a maximum of 10 percent may be used towards housing stability services, including case management and other services intended to keep households stably housed, and administrative costs.

WHEREAS, the Act provides funding directly to the COUNTY to provide assistance to eligible households through the existing or newly created rental assistance programs.

WHEREAS, the COUNTY is in need of the implementation of homelessness prevention assistance programs in alignment with the ERA Program to support the residents of Orange County experiencing financial hardships as a result of the COVID-19 pandemic with the goal of assisting households in maintaining their existing housing and regaining stability in that housing.

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WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homelessness Prevention Services in alignment with the ERA Program described herein to households at risk of experiencing homelessness or housing stability in Orange County; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homeless and Prevention Response Services described herein to individuals experiencing homelessness in Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: January 26, 2021 through December 31, 2021

Aggregate Maximum Obligation: $64,265,025

Basis for Reimbursement: Actual Cost

Payment Method: Biweekly in Arrears

CONTRACTOR DUNS Number: «DUNS»

CONTRACTOR TAX ID Number: «TAXID»

Notices to COUNTY and CONTRACTOR:

COUNTY:	County of Orange Health Care Agency Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637	CONTRACTOR:	«LC_PROVIDER» «LC_DBA» «ADDRESS» «CITYZIP» «EMAIL»

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I. ACRONYMS

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

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

AH.	PCI DSS	Payment Card Industry Data Security Standards
AI.	PHI	Protected Health Information
AJ.	PII	Personally Identifiable Information
AK.	PRA	California Public Records Act
AL.	PSC	Professional Services Contract System
AM.	SIR	Self-Insured Retention
AN.	SMA	Statewide Maximum Allowable (rate)
AO.	SOW	Scope of Work
AP.	UOS	Units of Service
AQ.	USC	United States Code
AR.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

VI. CONFLICT OF INTEREST

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

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a material breach and be grounds for termination of this Contract.

VIII. COST REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. DISPUTE RESOLUTION

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

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

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

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

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

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

XII. EMPLOYEE ELIGIBILITY VERIFICATION

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

XIII. EQUIPMENT

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

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

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

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

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

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

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

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

XIV. FACILITIES, PAYMENTS AND SERVICES

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

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

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XV. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract may be terminated by County without penalty.

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

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

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

U. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
    a. Prior to the start date of this Contract.
    b. No later than the expiration date for each policy.
    c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
    a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

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

XVI. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,

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in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

XVII. LICENSES AND LAWS

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

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

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

15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

XIX. MAXIMUM OBLIGATION

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

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

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or

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

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

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

XXI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

1. Denying a Participant or potential Participant any service, benefit, or accommodation.

2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.

3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.

4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

XXII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

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

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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

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

XXIII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXV. PARTICIPANT'S RIGHTS

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

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

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

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

XXVI. PAYMENT CARD COMPLIANCE

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

XXVII. RECORDS MANAGEMENT AND MAINTENANCE

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such

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records shall include, but not be limited to, individual housing plans, case management plans and utilization review records.

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

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

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

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

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

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

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

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

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

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

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

XXVIII. RESEARCH AND PUBLICATION

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

XXIX. REVENUE

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

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

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

XXX. SEVERABILITY

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

XXXI. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.

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

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

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

8. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding program-related mileage or parking).

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

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

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

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Participants outside of program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXXIII. TERM

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

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

XXXIV. TERMINATION

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

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

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

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:

a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

XXXV. THIRD PARTY BENEFICIARY

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

XXXVI. WAIVER OF DEFAULT OR BREACH

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

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

«UC_PROVIDER» «UC_DBA»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: DocuSigned by: Massoud Shamel 79055CA571A94F8... DATED: 1/22/2021

DEPUTY

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

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE «SPA» SPA
BETWEEN
COUNTY OF ORANGE
AND
«UC_PROVIDER» «UC_DBA»
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. COMMON TERMS AND DEFINITIONS

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

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

2. Assist OC is an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

3. Applicant means a household that is interested in receiving financial assistance from the ERA Program and is completing initial screening and intake at the Virtual Front Door with 211OC through an online portal or a call center representative. Applicants have not been confirmed as eligible Participants.

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

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

6. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Prevention Service Programs. The primary data

collection system utilized is the Homeless Management Information System (HMIS). Additionally, the CONTRACTOR may utilize additional Data Collection Systems such as Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds.

7. ERA Program stands for Emergency Rental Assistance Program and is being administered by the U.S. Department of the Treasury to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic.

8. Homeless Management Information System (HMIS): A database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

9. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Applicants contacting the Virtual Front Door. This may include information to access community health clinics, food pantries, support groups, etc.

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

11. Participant means an individual, family or household, referred by the Virtual Front Door or enrolled in CONTRACTOR's program for services under the Agreement, who are unable to pay rent and utilities due to the COVID-19 pandemic.

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

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

14. Service Planning Areas (SPA): The three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness. Reference Attachment for map of the Orange County SPAs.

15. Virtual Front Door will be managed by 2-1-1 Orange County and will be comprised of call center staffing and an online web portal to complete initial screening and intake prior to referral to the CONTRACTOR. Information collected through the Virtual Front Door will be entered into HMIS and be shared with the CONTRACTOR for efficiencies in the process. Additionally, the Virtual Front Door will provide Information and referral Services to address other needs the Applicant may need.

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16. U.S. Department of the Treasury is a department of the federal government that manages federal finances by collecting taxes and paying bills and also managing currency, government accounts and public debt. Additionally, the U.S. Department of the Treasure is administering the ERA Program.

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

II. BUDGET

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

	TOTAL
PROGRAM COSTS	
Salaries	
Benefits	
Services & Supplies	
Subcontractors	
Start-up Costs	
SUBTOTAL PROGRAM COSTS	
TOTAL GROSS COSTS	
REVENUE	
TOTAL REVENUE	
TOTAL MAXIMUM OBLIGATION	

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

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

of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR biweekly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices. COUNTY reserves the right to make advance payments.

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

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

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

B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due biweekly. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

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

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

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

IV. REPORTS

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

B. FISCAL

1. CONTRACTOR shall submit biweekly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR with invoices for payment processing. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR biweekly upon submittal of invoices. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

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

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

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The U.S. Department of Treasury is administering the Emergency Rental Assistance (ERA) Program that makes available $25 billion to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes with populations of more than 2,000 persons. Grantees must use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. The County of Orange has been awarded $64,265,025 to provide ERA Program to the residents of Orange County. The Cities of Anaheim, Santa Ana, and Irvine will also be awarded funding under the ERA Program. As such, Applicants interested in accessing ERA Program who reside in the Cities of Anaheim, Santa Ana, and Irvine must be redirected to those cities' application process.

b. The purpose of this Contract is for the CONTRACTOR to serve as the Regional Provider in the North/Central/South SPA in support of the COUNTY's implementation of the ERA Program in coordination with the two other contractors in the remaining SPAs and the contractor for the Virtual Front Door.

2. Program Description Summary

a. The ERA Program is to provide no less than 90 percent of awarded funds for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. A maximum of 10 percent of ERA Program funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs. Funds generally expire on December 31, 2021.

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b. The COUNTY's implementation of the ERA Program aims earmarked funding for each SPA – North SPA at 35 percent, Central SPA at 45 percent and South SPA at 20 percent – to ensure appropriate and equitable access across the County based on 98 percent of the ERA Program allocation to the County. The COUNTY will retain the remaining two (2) percent of the ERA Program for the Administrative Costs related to the ERA Program, including the establishing of the Virtual Front Door.

c. The COUNTY's ERA program will incorporate a Virtual Front Door that will serve as a centralized access point for residents of Orange County, excluding the cities of Anaheim, Santa Ana and Irvine, who are interested in receiving financial assistance from the ERA Program and is completing initial screening and intake. The CONTRACTOR will receive referrals from the Virtual Front Door and work with the Applicant household to verify eligibility requirements through the collection and review of proof of rental arrears and past due utilities. Through this process, the vendors will make a determination of financial assistance and facilitate payment directly to the landlord and/or utility company. Additionally, the vendor may continue to provide housing stabilization services to Participants that may benefit from additional assistance or connection to supportive services.

d. The CONTRACTOR will be subcontracting with OC United Way (OCUW) to function as the conduit to provide financial payments to landlords, utility companies, and as necessary to the applicant household. Through other initiatives and efforts including those related to the COVID-19 pandemic, OCUW has established relationships and a mechanism to facilitate electronic payment to landlords and utility companies that would streamline payment and support the ERA Program operations. OCUW launched Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

e. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services and consistent with the requirements of the ERA Program implement this program in the North/Central/South SPA.

3. Eligible Population to be Served

a. The CONTRACTOR is to receive Applicant referrals from the Virtual Front Door who reside in the North/Central/South SPA who completed the preliminary screening and intake.

b. The CONTRACTOR is to confirm eligibility and review of supporting forms for Applicants to ensure they meet the "eligible household" criteria as established by the U.S. Department of the Treasury to access the ERA program.

c. Eligible households are defined as a renter household in which at least one or more individuals meets the following criteria:

i. Qualified for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;

ii. Demonstrates a risk of experiencing homelessness or housing instability; and

iii, Has a household income at or below 80 percent of the area median income. Reference Attachment # for the area median income in Orange County as calculated and published by the State of California Department of Housing and Community Development on April 30, 2020.

iv. The COUNTY reserves the right to incorporate additional local priorities or eligibility criteria to the PROGRAM with the goal of assisting Participants at highest risk of becoming homeless and/or ensuring timely spending of the ERA Program funds.

d. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

e. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.

f. Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every three (3) months.

4. Referrals

a. The CONTRACTOR will work with the COUNTY and the Virtual Front Door to develop and implement the referral process for eligible Participants to access the ERA Program. The referral process at minimum will include the transfer of information from the Virtual Front Door to the CONTRACTOR through the use of HMIS and other secure technologies on a daily basis or a frequency agreed upon by the CONTRACTOR and the COUNTY.

5. Use of Funds

a. The funds allocated to the CONTRACTOR through this Contract will support Staffing and Operation Costs related to the implementation of the ERA Program and financial assistance to the Participants that are unable to pay rent and utilities due to the COVID-19 pandemic.

b. Participants may receive a maximum of $10,000 of financial assistance that may cover up to 12 months of assistance, plus an additional three (3) months if the CONTRACTOR determines the extra months are needed to ensure housing stability. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, CONTRACTORS may only commit to providing future assistance for up to three months at a time. Participants may not reapply for additional assistance once the maximum $10,000 of financial assistance through the ERA program is reached.

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

B. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. Any change or deviation from this schedule must have prior approval from COUNTY.

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

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

d. The Contractor shall maintain a central office that shall be designed to administer rental assistance

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

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

g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any PII from any Applicant outside of facilitating the ERA program.

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

2. Administrative Management Tasks – CONTRACTOR shall:

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

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

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

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

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

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

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

3. Homelessness Prevention Assistance Operations – The CONTRACTOR will be responsible for the provision of Homelessness Prevention Assistance Services utilizing the ERA Program funding for the residents of the North/Central/South SPA in Orange County. On an ongoing basis, the CONTRACTOR will:

a. Conduct an initial assessment to determine the Participant's risk factors in becoming homeless if an intervention is not provided. The assessment should provide the opportunity for prioritizing the Applicants with the greatest need. The assessment will be identified and/or developed in partnership with the COUNTY.

b. Conduct an income evaluation to determine that each household has an annual income below 80 percent Area Median Income (AMI), in accordance with funding requirements. This may include documentation of financial hardships, reduction in the household income or incurred significant costs due to the COVID-19 pandemic.

c. Conduct an evaluation to determine each Applicant's eligibility and types and amounts of financial assistance needed to regain stability in permanent housing. This includes a review of collected documents that indicate past due utilities and rental arrears and ensuring there is no duplication of benefits or federal assistance. The CONTRACTOR will make a determination of the level of financial assistance the Participant is to receive up to a maximum of $10,000 per household.

d. Provide outreach to landlord on behalf of Participants and negotiate financial payment, as needed, in the event that rental arrears surpass the $10,000 maximum of financial assistance. The CONTRACTOR should support the landlord and Participant in coming to an agreement that support's the Participants ongoing housing stability.

e. Communicate with SUBCONTRACTOR, OC United Way, the total financial assistance payment that is to be made to the landlord and/or utility company. Payments will be made directly to landlords and/or utility companies in the form of ACH transfer of funds. In the event that a landlord is not cooperative or interested, the CONTRACTOR will continue to work with the Participant to identify other solutions that promote housing stability and prevent homelessness.

f. Conduct re-evaluations for eligibility and types and amounts of assistance needed at least once every three (3) months, if ongoing assistance is being provided to the Participant.

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g. Provide case management and housing stabilization services to Participants that may benefit from additional assistance or connection to supportive services. This may include developing a plan to assist the Participant in retaining their housing, including assessment of income and expenses, benefits assistance, and connection to employment resources.

h. Work with community agencies, faith-based organizations and other stakeholders to promote further awareness of the ERA Program via development of an outreach campaign.

C. PERFORMANCE MEASURES AND MONITORING

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

a. CONTRACTOR will assist a minimum of _____ eligible households by providing a maximum of $10,000 in financial assistance to address rental arrears and past due utilities. As some households will not have documented need for the maximum assistance, the total number of households served will likely increase.

b. CONTRACTOR will make first contact with households within three (3) business days of received referral from the virtual access point.

c. CONTRACTOR complete eligibility verification process within five (5) business days of first meeting with household.

d. CONTRACTOR make payment to the landlord and/or utility company within fourteen (14) days of financial assistance determination. The CONTRACTOR will remain in communication with the Participants and make notifications in regards to the status of the financial payment to the landlord and/or utility company. Additionally, the CONTRACTOR will obtain receipt from landlord and/or utility company confirming payment of arrears.

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

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

D. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

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

a. Number of eligible households that receive assistance;

b. Composition of the households – demographics, size and type;

c. Acceptance rate of applicants for assistance;

d. Types of assistance provided to each household;

e. Financial assistance expenditures;

f. Average amount of funding provided per household;

g. Incomes of eligible household by income tier – less than or equal to 30 percent AMI, between 30 to 50 percent AMI, between 50 to 80 percent AMI;

h. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and

i. Number of Participants exits and exit types.

E. FILE MAINTENANCE AND DOCUMENTATION

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

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

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

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

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

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

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

VI. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the

qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

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

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

PROGRAM	FTEs
SUBTOTAL PROGRAM	
SUBCONTRACTOR	
SUBTOTAL SUBCONTRACTOR	
TOTAL FTEs	

C. 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.

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

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EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE «SPA» SPA

BETWEEN
COUNTY OF ORANGE
AND
«UC_PROVIDER» «UC_DBA»
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

B. TERMS OF CONTRACT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

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

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

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

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

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.

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

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EXHIBIT C
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE «SPA» SPA
BETWEEN
COUNTY OF ORANGE
AND
«UC_PROVIDER» «UC_DBA»
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. CERTIFICATION REGARDING ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the

provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

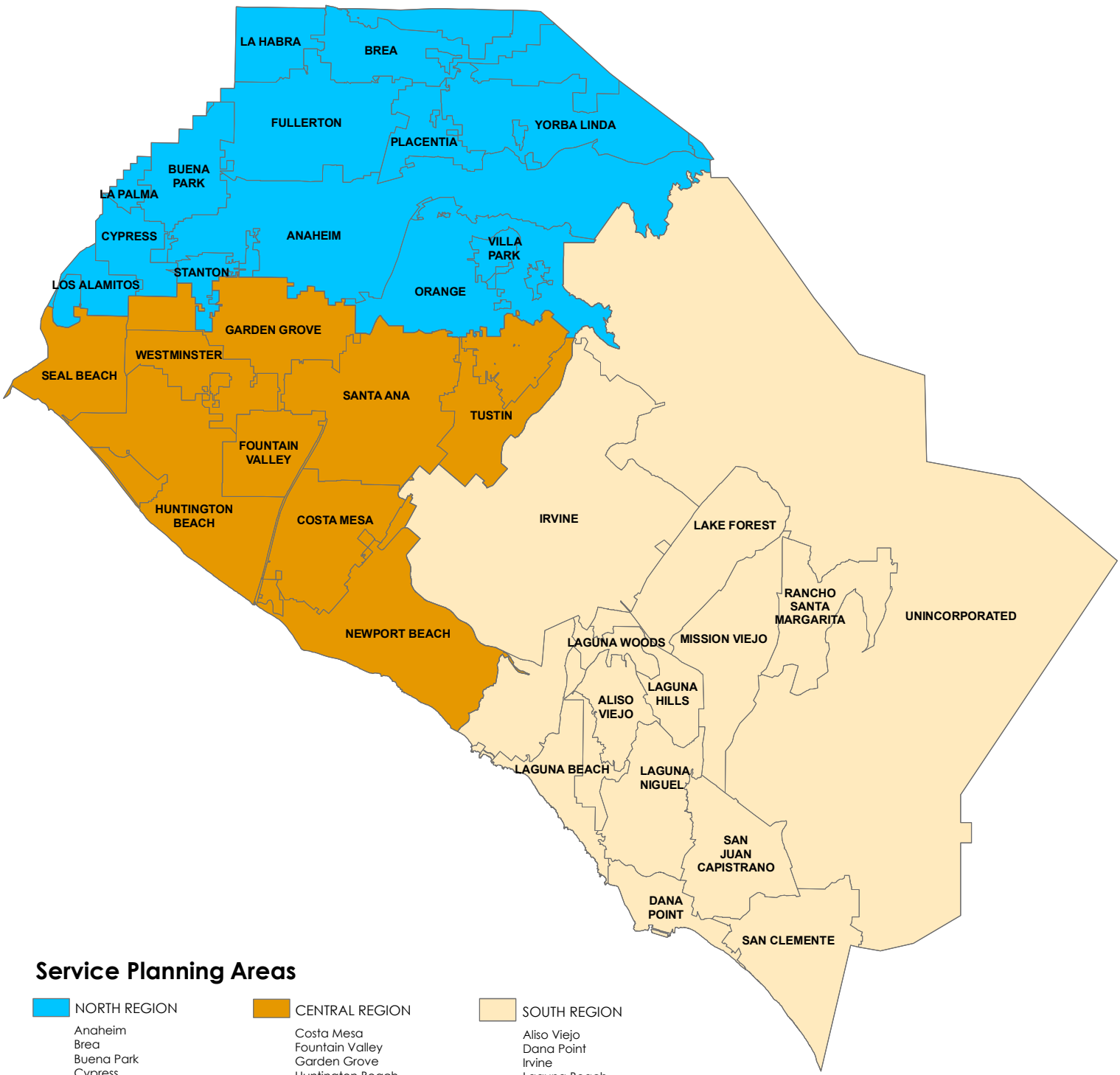
Attachment A
Orange County's Area Median Income (AMI)

The AMI in Orange County is calculated and published by the State of California Department of Housing and Community Development on April 30, 2020, is as follows:

AMI Level	Household Size							
	1	2	3	4	5	6	7	8
Extremely Low Income less than 30% AMI	$26,950	$30,800	$34,650	$38,450	$41,550	$44,650	$47,700	$50,800
Very Low Income 30 to 50 % AMI	$44,850	$51,250	$57,650	$64,050	$69,200	$74,300	$79,450	$84,550
Low Income 50% to 80% AMI	$71,750	$82,000	$92,250	$102,450	$110,650	$118,850	$127,050	$135,250

ATTACHMENT B

County of Orange Service Planning Areas



Service Planning Areas

NORTH REGION

Anaheim
Brea
Buena Park
Cypress
Fullerton
La Habra
La Palma
Los Alamitos
Orange
Placentia
Stanton
Villa Park
Yorba Linda
County Unincorporated

CENTRAL REGION

Costa Mesa
Fountain Valley
Garden Grove
Huntington Beach
Newport Beach
Santa Ana
Seal Beach
Tustin
Westminster
County Unincorporated

SOUTH REGION

Aliso Viejo
Dana Point
Irvine
Laguna Beach
Laguna Hills
Laguna Niguel
Laguna Woods
Lake Forest
Mission Viejo
Rancho Santa Margarita
San Clemente
San Juan Capistrano
County Unincorporated

CONTRACT FOR PROVISION OF
COVID-19 HOMELESSNESS PREVENTION SERVICES
IN THE NORTH SPA
BETWEEN
COUNTY OF ORANGE
AND
FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

THIS CONTRACT entered into this 26th day of January 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Fullerton Interfaith Emergency Services dba Pathways of Hope , a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

W I T N E S S E T H:

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

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WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, COUNTY in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Consolidated Appropriations Act, 2021 (the "Act") is a $2.3 trillion spending bill that combines $900 billion in stimulus relief for the COVID-19 pandemic in the United States with a $1.4 trillion omnibus spending bill for the 2021 fiscal year; and

WHEREAS, the Act directs the U.S. Department of the Treasury to make available $25 billion in Emergency Rental Assistance (ERA) Program to provide assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, the COUNTY is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Act, and any continuing executive orders and declarations as part of the on-going emergencies;

WHEREAS, the ERA Program must largely be used for direct financial assistance, including rent, rental arrears and utilities and home energy costs and a maximum of 10 percent may be used towards housing stability services, including case management and other services intended to keep households stably housed, and administrative costs.

WHEREAS, the Act provides funding directly to the COUNTY to provide assistance to eligible households through the existing or newly created rental assistance programs.

WHEREAS, the COUNTY is in need of the implementation of homelessness prevention assistance programs in alignment with the ERA Program to support the residents of Orange County experiencing financial hardships as a result of the COVID-19 pandemic with the goal of assisting households in maintaining their existing housing and regaining stability in that housing.

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WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homelessness Prevention Services in alignment with the ERA Program described herein to households at risk of experiencing homelessness or housing stability in Orange County; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homeless and Prevention Response Services described herein to individuals experiencing homelessness in Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: January 26, 2021 through December 31, 2021

Aggregate Maximum Obligation: $22,492,759

Basis for Reimbursement: Actual Cost

Payment Method: Biweekly in Arrears

CONTRACTOR DUNS Number: 55-589-0946

CONTRACTOR TAX ID Number: 33-0147739

Notices to COUNTY and CONTRACTOR:

COUNTY:	County of Orange	CONTRACTOR:	Fullerton Interfaith Emergency Services
			dba Pathways of Hope
	Health Care Agency		PO Box 6326
	Contract Services		Fullerton, CA 92834
	405 West 5th Street, Suite 600		dgillanders@pohoc.org
	Santa Ana, CA 92701-4637		

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I. ACRONYMS

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

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

AG.	PC	California Penal Code
AH.	PCI DSS	Payment Card Industry Data Security Standards
AI.	PHI	Protected Health Information
AJ.	PII	Personally Identifiable Information
AK.	PRA	California Public Records Act
AL.	PSC	Professional Services Contract System
AM.	SIR	Self-Insured Retention
AN.	SMA	Statewide Maximum Allowable (rate)
AO.	SOW	Scope of Work
AP.	UOS	Units of Service
AQ.	USC	United States Code
AR.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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

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

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

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

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

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

Program and contact information for the ADMINISTRATOR's Compliance Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

VI. CONFLICT OF INTEREST

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

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject

to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a material breach and be grounds for termination of this Contract.

VIII. COST REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

Title _____

Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new

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

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

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

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

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

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

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

has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

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

XI. DISPUTE RESOLUTION

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

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

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

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

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

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

XII. EMPLOYEE ELIGIBILITY VERIFICATION

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

XIII. EQUIPMENT

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

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

purchased asset in an Equipment inventory.

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

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

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

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

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

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

XIV. FACILITIES, PAYMENTS AND SERVICES

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

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

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XV. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

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

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a

substitute form providing liability coverage at least as broad.

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

Contract.

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

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

Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract may be terminated by County without penalty.

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

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

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

U. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Contract.

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

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

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

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

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

b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and

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CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

XVI. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

XVII. LICENSES AND LAWS

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

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

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

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15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

XIX. MAXIMUM OBLIGATION

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

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

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the

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

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

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

XXI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

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

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

1. Denying a Participant or potential Participant any service, benefit, or accommodation.

2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.

3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.

4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.

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

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

CONTRACTOR either orally or in writing.

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

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

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

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

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

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

XXII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

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

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of

this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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

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

XXIII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXV. PARTICIPANT'S RIGHTS

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

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

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

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

XXVI. PAYMENT CARD COMPLIANCE

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

XXVII. RECORDS MANAGEMENT AND MAINTENANCE

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such

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records shall include, but not be limited to, individual housing plans, case management plans and utilization review records.

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

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

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

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

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

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

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

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

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

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

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

XXVIII. RESEARCH AND PUBLICATION

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

XXIX. REVENUE

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

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

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

XXX. SEVERABILITY

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

XXXI. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on

use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.

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

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

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

8. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding program-related mileage or parking).

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

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

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

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Participants outside of program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

consultants employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXXIII. TERM

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

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

XXXIV. TERMINATION

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

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

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

removes such licensed person from serving persons assisted pursuant to this Contract.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:

a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

XXXV. THIRD PARTY BENEFICIARY

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

XXXVI. WAIVER OF DEFAULT OR BREACH

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

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

FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE

BY: DocuSigned by: Timothy R. Carey 3A07ABF0ACFE465... DATED: 1/22/2021

TITLE: Timothy R. Carey, Treasurer

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: DocuSigned by: Massoud Shamel 79055CA571A94F8... DATED: 1/22/2021

DEPUTY

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

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE NORTH SPA
BETWEEN
COUNTY OF ORANGE
AND
FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. COMMON TERMS AND DEFINITIONS

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

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

2. Assist OC is an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

3. Applicant means a household that is interested in receiving financial assistance from the ERA Program and is completing initial screening and intake at the Virtual Front Door with 211OC through an online portal or a call center representative. Applicants have not been confirmed as eligible Participants.

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

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

6. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Prevention Service Programs. The primary data

collection system utilized is the Homeless Management Information System (HMIS). Additionally, the CONTRACTOR may utilize additional Data Collection Systems such as Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds.

7. ERA Program stands for Emergency Rental Assistance Program and is being administered by the U.S. Department of the Treasury to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic.

8. Homeless Management Information System (HMIS): A database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

9. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Applicants contacting the Virtual Front Door. This may include information to access community health clinics, food pantries, support groups, etc.

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

11. Participant means an individual, family or household, referred by the Virtual Front Door or enrolled in CONTRACTOR's program for services under the Agreement, who are unable to pay rent and utilities due to the COVID-19 pandemic.

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

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

14. Service Planning Areas (SPA): The three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness. Reference Attachment for map of the Orange County SPAs.

15. Virtual Front Door will be managed by 2-1-1 Orange County and will be comprised of call center staffing and an online web portal to complete initial screening and intake prior to referral to the CONTRACTOR. Information collected through the Virtual Front Door will be entered into HMIS and be shared with the CONTRACTOR for efficiencies in the process. Additionally, the Virtual Front Door will provide Information and referral Services to address other needs the Applicant may need.

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16. U.S. Department of the Treasury is a department of the federal government that manages federal finances by collecting taxes and paying bills and also managing currency, government accounts and public debt. Additionally, the U.S. Department of the Treasure is administering the ERA Program.

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

II. BUDGET

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

	TOTAL
ADMINISTRATION COSTS	
Salaries & Benefits	$166,710
Services & Supplies	$71,600
Professional Services Costs	$15,086
Indirect Costs	$181,104
SUBTOTAL PROGRAM COSTS	$434,500
PROGRAM COSTS	
Salaries & Benefits	$996,500
Rental Assistance Costs	$20,700,000
Subcontractors	$507,000
SUBTOTAL PROGRAM COSTS	$22,203,500
TOTAL GROSS COSTS	$22,638,000
REVENUE	
TOTAL REVENUE	$22,638,000
TOTAL MAXIMUM OBLIGATION	$22,638,000

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.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR biweekly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices. COUNTY reserves the right to make advance payments.

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

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

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

B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due biweekly. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source

documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

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

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

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

IV. REPORTS

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

B. FISCAL

1. CONTRACTOR shall submit biweekly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR with invoices for payment processing. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR biweekly upon submittal of invoices. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR

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

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

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

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

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The U.S. Department of Treasury is administering the Emergency Rental Assistance (ERA) Program that makes available $25 billion to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes with populations of more than 2,000 persons. Grantees must use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. The County of Orange has been awarded $64,265,025 to provide ERA Program to the residents of Orange County. The Cities of Anaheim, Santa Ana, and Irvine will also be awarded funding under the ERA Program. As such, Applicants interested in accessing ERA Program who reside in the Cities of Anaheim, Santa Ana, and Irvine must be redirected to those cities' application process.

b. The purpose of this Contract is for the CONTRACTOR to serve as the Regional Provider in the North SPA in support of the COUNTY's implementation of the ERA Program in coordination with the two other contractors in the remaining SPAs and the contractor for the Virtual Front Door.

2. Program Description Summary

a. The ERA Program is to provide no less than 90 percent of awarded funds for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. A maximum of 10 percent of ERA Program funds are available for housing stability services, including case management and other services

intended to keep households stably housed, and administrative costs. Funds generally expire on December 31, 2021.

b. The COUNTY's implementation of the ERA Program aims earmarked funding for each SPA – North SPA at 35 percent, Central SPA at 45 percent and South SPA at 20 percent – to ensure appropriate and equitable access across the County based on 98 percent of the ERA Program allocation to the County. The COUNTY will retain the remaining two (2) percent of the ERA Program for the Administrative Costs related to the ERA Program, including the establishing of the Virtual Front Door.

c. The COUNTY's ERA program will incorporate a Virtual Front Door that will serve as a centralized access point for residents of Orange County, excluding the cities of Anaheim, Santa Ana and Irvine, who are interested in receiving financial assistance from the ERA Program and is completing initial screening and intake. The CONTRACTOR will receive referrals from the Virtual Front Door and work with the Applicant household to verify eligibility requirements through the collection and review of proof of rental arrears and past due utilities. Through this process, the vendors will make a determination of financial assistance and facilitate payment directly to the landlord and/or utility company. Additionally, the vendor may continue to provide housing stabilization services to Participants that may benefit from additional assistance or connection to supportive services.

d. The CONTRACTOR will be subcontracting with OC United Way (OCUW) to function as the conduit to provide financial payments to landlords, utility companies, and as necessary to the applicant household. Through other initiatives and efforts including those related to the COVID-19 pandemic, OCUW has established relationships and a mechanism to facilitate electronic payment to landlords and utility companies that would streamline payment and support the ERA Program operations. OCUW launched Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

e. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services and consistent with the requirements of the ERA Program implement this program in the North SPA.

3. Eligible Population to be Served

a. The CONTRACTOR is to receive Applicant referrals from the Virtual Front Door who reside in the North SPA who completed the preliminary screening and intake.

b. The CONTRACTOR is to confirm eligibility and review of supporting forms for Applicants to ensure they meet the "eligible household" criteria as established by the U.S. Department of the Treasury to access the ERA program.

c. Eligible households are defined as a renter household in which at least one or more individuals meets the following criteria:

i. Qualified for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;

ii. Demonstrates a risk of experiencing homelessness or housing instability; and

iii, Has a household income at or below 80 percent of the area median income. Reference Attachment # for the area median income in Orange County as calculated and published by the State of California Department of Housing and Community Development on April 30, 2020.

iv. The COUNTY reserves the right to incorporate additional local priorities or eligibility criteria to the PROGRAM with the goal of assisting Participants at highest risk of becoming homeless and/or ensuring timely spending of the ERA Program funds.

d. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

e. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.

f. Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every three (3) months.

4. Referrals

a. The CONTRACTOR will work with the COUNTY and the Virtual Front Door to develop and implement the referral process for eligible Participants to access the ERA Program. The referral process at minimum will include the transfer of information from the Virtual Front Door to the CONTRACTOR through the use of HMIS and other secure technologies on a daily basis or a frequency agreed upon by the CONTRACTOR and the COUNTY.

5. Use of Funds

a. The funds allocated to the CONTRACTOR through this Contract will support Staffing and Operation Costs related to the implementation of the ERA Program and financial assistance to the Participants that are unable to pay rent and utilities due to the COVID-19 pandemic.

b. Participants may receive a maximum of $10,000 of financial assistance that may cover up to 12 months of assistance, plus an additional three (3) months if the CONTRACTOR determines the extra months are needed to ensure housing stability. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, CONTRACTORS may only commit to providing future assistance for up to three months at a time. Participants may not reapply for additional assistance once the maximum $10,000 of financial assistance through the ERA program is reached.

c. The PROGRAM will also promote connections to service providers, increased housing stability and increased access to benefits and employment resources as needed. Services and operations

shall be low-barrier and promote an engagement rich environment in which Participants at-risk of experiencing homelessness make connections to supportive services and stable housing.

B. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. Any change or deviation from this schedule must have prior approval from COUNTY.

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

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

d. The Contractor shall maintain a central office that shall be designed to administer rental assistance

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

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

g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any PII from any Applicant outside of facilitating the ERA program.

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

2. Administrative Management Tasks – CONTRACTOR shall:

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

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

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

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

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

(SSA), and OC Community Resources (OCCR).

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

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

3. Homelessness Prevention Assistance Operations – The CONTRACTOR will be responsible for the provision of Homelessness Prevention Assistance Services utilizing the ERA Program funding for the residents of the North SPA in Orange County. On an ongoing basis, the CONTRACTOR will:

a. Conduct an initial assessment to determine the Participant's risk factors in becoming homeless if an intervention is not provided. The assessment should provide the opportunity for prioritizing the Applicants with the greatest need. The assessment will be identified and/or developed in partnership with the COUNTY.

b. Conduct an income evaluation to determine that each household has an annual income below 80 percent Area Median Income (AMI), in accordance with funding requirements. This may include documentation of financial hardships, reduction in the household income or incurred significant costs due to the COVID-19 pandemic.

c. Conduct an evaluation to determine each Applicant's eligibility and types and amounts of financial assistance needed to regain stability in permanent housing. This includes a review of collected documents that indicate past due utilities and rental arrears and ensuring there is no duplication of benefits or federal assistance. The CONTRACTOR will make a determination of the level of financial assistance the Participant is to receive up to a maximum of $10,000 per household.

d. Provide outreach to landlord on behalf of Participants and negotiate financial payment, as needed, in the event that rental arrears surpass the $10,000 maximum of financial assistance. The CONTRACTOR should support the landlord and Participant in coming to an agreement that support's the Participants ongoing housing stability.

e. Communicate with SUBCONTRACTOR, OC United Way, the total financial assistance payment that is to be made to the landlord and/or utility company. Payments will be made directly to landlords and/or utility companies in the form of ACH transfer of funds. In the event that a landlord is not cooperative or interested, the CONTRACTOR will continue to work with the Participant to identify other solutions that promote housing stability and prevent homelessness.

f. Conduct re-evaluations for eligibility and types and amounts of assistance needed at least once every three (3) months, if ongoing assistance is being provided to the Participant.

g. Provide case management and housing stabilization services to Participants that may

benefit from additional assistance or connection to supportive services. This may include developing a plan to assist the Participant in retaining their housing, including assessment of income and expenses, benefits assistance, and connection to employment resources.

h. Work with community agencies, faith-based organizations and other stakeholders to promote further awareness of the ERA Program via development of an outreach campaign.

C. PERFORMANCE MEASURES AND MONITORING

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

a. CONTRACTOR will assist a minimum of 2,066 eligible households by providing a maximum of $10,000 in financial assistance to address rental arrears and past due utilities. As some households will not have documented need for the maximum assistance, the total number of households served will likely increase.

b. CONTRACTOR will make first contact with households within three (3) business days of received referral from the virtual access point.

c. CONTRACTOR complete eligibility verification process within five (5) business days of first meeting with household.

d. CONTRACTOR make payment to the landlord and/or utility company within fourteen (14) days of financial assistance determination. The CONTRACTOR will remain in communication with the Participants and make notifications in regards to the status of the financial payment to the landlord and/or utility company. Additionally, the CONTRACTOR will obtain receipt from landlord and/or utility company confirming payment of arrears.

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

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

D. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

2. CONTRACTOR required to summit reporting at regular intervals to HCA that details the

following:

a. Number of eligible households that receive assistance;

b. Composition of the households – demographics, size and type;

c. Acceptance rate of applicants for assistance;

d. Types of assistance provided to each household;

e. Financial assistance expenditures;

f. Average amount of funding provided per household;

g. Incomes of eligible household by income tier – less than or equal to 30 percent AMI, between 30 to 50 percent AMI, between 50 to 80 percent AMI;

h. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and

i. Number of Participants exits and exit types.

E. FILE MAINTENANCE AND DOCUMENTATION

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

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

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

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

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

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

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

VI. STAFFING

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

limited to the following:

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

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

ADMINISTRATION	FTEs
Administrative Assistant	1
Accounting Associate	.50
Executive Director	.15
Director of Programs	.25
Operations Manager	.25
Facilities Manager	.15
Development Manager	.15
SUBTOTAL ADMINISTRATION	2.45
PROGRAM	FTEs
Program Manager	1
Service Navigators	15
Service Navigation Manager	.10
SUBTOTAL PROGRAM	16.10
TOTAL	18.55

C. 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.

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

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EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE NORTH SPA

BETWEEN
COUNTY OF ORANGE
AND
FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

B. TERMS OF CONTRACT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

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

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

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

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

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.

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

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EXHIBIT C
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE NORTH SPA
BETWEEN
COUNTY OF ORANGE
AND
FULLERTON INTERFAITH EMERGENCY SERVICES DBA PATHWAYS OF HOPE
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. CERTIFICATION REGARDING ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Fullerton Interfaith Emergency Services dba Pathways of Hope, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Timothy R. Carey
3A07ABF0ACFE465...

1/22/2021

Signature of Contractor's Authorized Official — Date

Timothy R. Carey, Treasurer

Name and Title of Contractor's Authorized Official

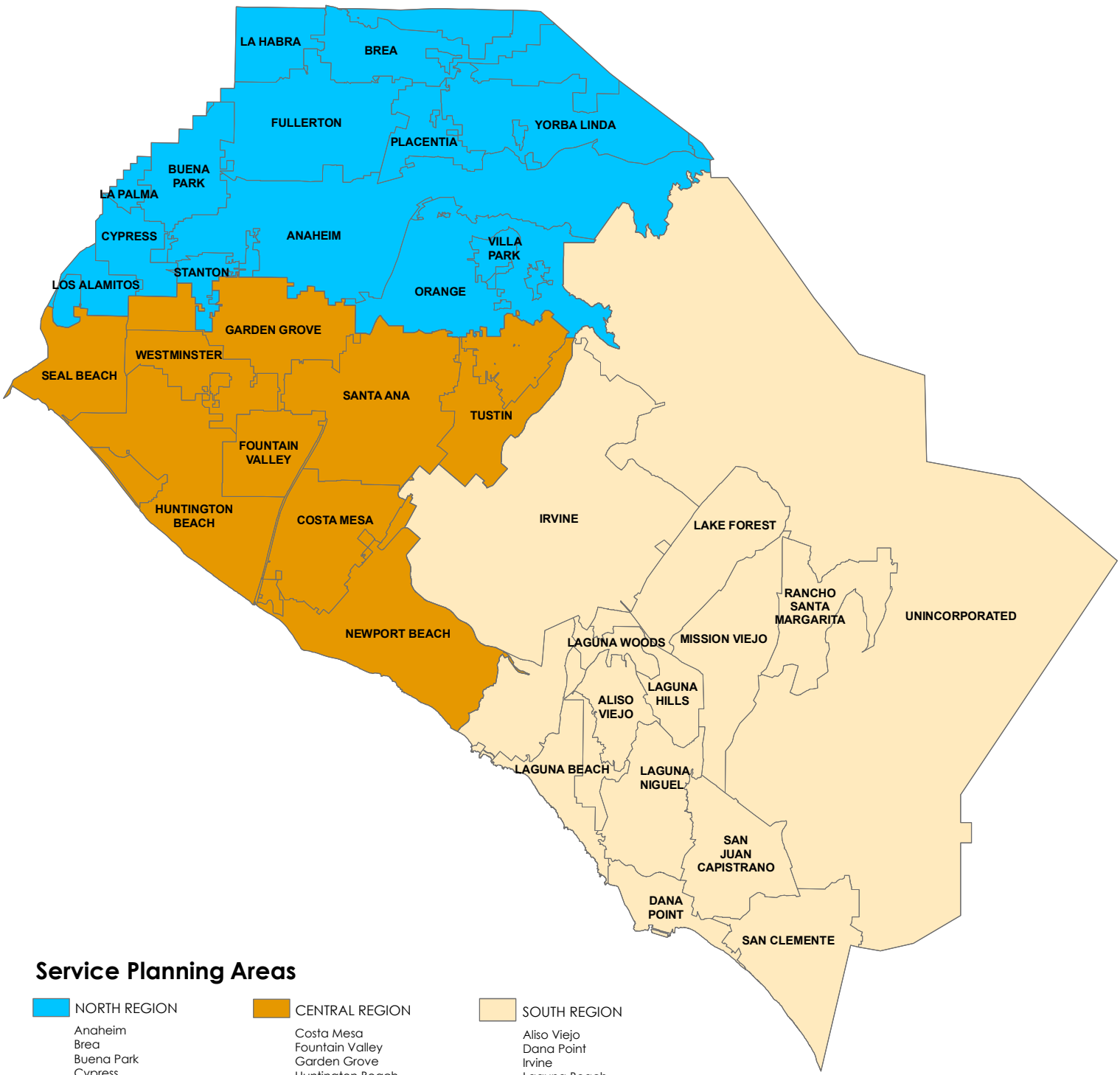
Attachment A
Orange County's Area Median Income (AMI)

The AMI in Orange County is calculated and published by the State of California Department of Housing and Community Development on April 30, 2020, is as follows:

AMI Level	Household Size							
	1	2	3	4	5	6	7	8
Extremely Low Income less than 30% AMI	$26,950	$30,800	$34,650	$38,450	$41,550	$44,650	$47,700	$50,800
Very Low Income 30 to 50 % AMI	$44,850	$51,250	$57,650	$64,050	$69,200	$74,300	$79,450	$84,550
Low Income 50% to 80% AMI	$71,750	$82,000	$92,250	$102,450	$110,650	$118,850	$127,050	$135,250

ATTACHMENT B

County of Orange Service Planning Areas



Service Planning Areas

NORTH REGION

Anaheim
Brea
Buena Park
Cypress
Fullerton
La Habra
La Palma
Los Alamitos
Orange
Placentia
Stanton
Villa Park
Yorba Linda
County Unincorporated

CENTRAL REGION

Costa Mesa
Fountain Valley
Garden Grove
Huntington Beach
Newport Beach
Santa Ana
Seal Beach
Tustin
Westminster
County Unincorporated

SOUTH REGION

Aliso Viejo
Dana Point
Irvine
Laguna Beach
Laguna Hills
Laguna Niguel
Laguna Woods
Lake Forest
Mission Viejo
Rancho Santa Margarita
San Clemente
San Juan Capistrano
County Unincorporated

CONTRACT FOR PROVISION OF
COVID-19 HOMELESSNESS PREVENTION SERVICES
IN THE CENTRAL SPA
BETWEEN
COUNTY OF ORANGE
AND
VOLUNTEERS OF AMERICA LOS ANGELES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

THIS CONTRACT entered into this 26th day of January 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Volunteers of America Los Angeles , a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

W I T N E S S E T H:

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

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WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, COUNTY in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Consolidated Appropriations Act, 2021 (the "Act") is a $2.3 trillion spending bill that combines $900 billion in stimulus relief for the COVID-19 pandemic in the United States with a $1.4 trillion omnibus spending bill for the 2021 fiscal year; and

WHEREAS, the Act directs the U.S. Department of the Treasury to make available $25 billion in Emergency Rental Assistance (ERA) Program to provide assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, the COUNTY is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Act, and any continuing executive orders and declarations as part of the on-going emergencies;

WHEREAS, the ERA Program must largely be used for direct financial assistance, including rent, rental arrears and utilities and home energy costs and a maximum of 10 percent may be used towards housing stability services, including case management and other services intended to keep households stably housed, and administrative costs.

WHEREAS, the Act provides funding directly to the COUNTY to provide assistance to eligible households through the existing or newly created rental assistance programs.

WHEREAS, the COUNTY is in need of the implementation of homelessness prevention assistance programs in alignment with the ERA Program to support the residents of Orange County experiencing financial hardships as a result of the COVID-19 pandemic with the goal of assisting households in maintaining their existing housing and regaining stability in that housing.

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WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homelessness Prevention Services in alignment with the ERA Program described herein to households at risk of experiencing homelessness or housing stability in Orange County; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homeless and Prevention Response Services described herein to individuals experiencing homelessness in Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: January 26, 2021 through December 31, 2021

Aggregate Maximum Obligation: $64,265,025

Basis for Reimbursement: Actual Cost

Payment Method: Biweekly in Arrears

CONTRACTOR DUNS Number: 07-292-6041

CONTRACTOR TAX ID Number: 95-1691330

Notices to COUNTY and CONTRACTOR:

COUNTY:	County of Orange Health Care Agency Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637	CONTRACTOR:	Volunteers of America Los Angeles 3600 Wilshire Blvd, Ste 1500 Los Angeles, CA 90010 bpratt@voala.org

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I. ACRONYMS

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

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

AH. PCI DSS	Payment Card Industry Data Security Standards
AI. PHI	Protected Health Information
AJ. PII	Personally Identifiable Information
AK. PRA	California Public Records Act
AL. PSC	Professional Services Contract System
AM. SIR	Self-Insured Retention
AN. SMA	Statewide Maximum Allowable (rate)
AO. SOW	Scope of Work
AP. UOS	Units of Service
AQ. USC	United States Code
AR. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

VI. CONFLICT OF INTEREST

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

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a material breach and be grounds for termination of this Contract.

VIII. COST REPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. DISPUTE RESOLUTION

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

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

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

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

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

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

XII. EMPLOYEE ELIGIBILITY VERIFICATION

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

XIII. EQUIPMENT

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

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

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

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

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

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

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

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

XIV. FACILITIES, PAYMENTS AND SERVICES

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

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

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XV. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract may be terminated by County without penalty.

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

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

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

U. SUBMISSION OF INSURANCE DOCUMENTS

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

   a. Prior to the start date of this Contract.

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

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

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

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

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

   b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and

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CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

XVI. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

XVII. LICENSES AND LAWS

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

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

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

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15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

XIX. MAXIMUM OBLIGATION

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

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

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or

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

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

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

XXI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

1. Denying a Participant or potential Participant any service, benefit, or accommodation.

2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.

3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.

4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

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

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

XXII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

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

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

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

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

XXIII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXV. PARTICIPANT'S RIGHTS

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

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

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

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

XXVI. PAYMENT CARD COMPLIANCE

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

XXVII. RECORDS MANAGEMENT AND MAINTENANCE

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such

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records shall include, but not be limited to, individual housing plans, case management plans and utilization review records.

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

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

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

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

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

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

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

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

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

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

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

XXVIII. RESEARCH AND PUBLICATION

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

XXIX. REVENUE

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

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

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

XXX. SEVERABILITY

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

XXXI. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Contract.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.

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

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

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

8. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

1. Funding travel or training (excluding program-related mileage or parking).

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

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

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

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Participants outside of program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXXIII. TERM

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

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

XXXIV. TERMINATION

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

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

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

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:

a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.

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

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

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

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

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

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

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

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

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

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

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

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

XXXV. THIRD PARTY BENEFICIARY

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

XXXVI. WAIVER OF DEFAULT OR BREACH

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

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

VOLUNTEERS OF AMERICA LOS ANGELES

BY: DocuSigned by: Bob Pratt 811525037E9343F.. DATED: 1/22/2021

TITLE: President

BY: DocuSigned by: EA987EC26DED41E... DATED: 1/22/2021

TITLE: CFO

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

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

BY: DocuSigned by: Massoud Shamel 79055CA571A94F8... DATED: 1/22/2021

DEPUTY

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

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE CENTRAL SPA
BETWEEN
COUNTY OF ORANGE
AND
VOLUNTEERS OF AMERICA LOS ANGELES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. COMMON TERMS AND DEFINITIONS

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

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

2. Assist OC is an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

3. Applicant means a household that is interested in receiving financial assistance from the ERA Program and is completing initial screening and intake at the Virtual Front Door with 211OC through an online portal or a call center representative. Applicants have not been confirmed as eligible Participants.

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

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

6. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Prevention Service Programs. The primary data

collection system utilized is the Homeless Management Information System (HMIS). Additionally, the CONTRACTOR may utilize additional Data Collection Systems such as Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds.

7. ERA Program stands for Emergency Rental Assistance Program and is being administered by the U.S. Department of the Treasury to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic.

8. Homeless Management Information System (HMIS): A database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

9. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Applicants contacting the Virtual Front Door. This may include information to access community health clinics, food pantries, support groups, etc.

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

11. Participant means an individual, family or household, referred by the Virtual Front Door or enrolled in CONTRACTOR's program for services under the Agreement, who are unable to pay rent and utilities due to the COVID-19 pandemic.

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

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

14. Service Planning Areas (SPA): The three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness. Reference Attachment for map of the Orange County SPAs.

15. Virtual Front Door will be managed by 2-1-1 Orange County and will be comprised of call center staffing and an online web portal to complete initial screening and intake prior to referral to the CONTRACTOR. Information collected through the Virtual Front Door will be entered into HMIS and be shared with the CONTRACTOR for efficiencies in the process. Additionally, the Virtual Front Door will provide Information and referral Services to address other needs the Applicant may need.

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16. U.S. Department of the Treasury is a department of the federal government that manages federal finances by collecting taxes and paying bills and also managing currency, government accounts and public debt. Additionally, the U.S. Department of the Treasure is administering the ERA Program.

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

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	TOTAL
ADMINISTRATIVE COSTS	
Salaries	$ 239,573
Benefits	$ 43,123
SUBTOTAL ADMINISTRATIVE COSTS	$ 282,696
PROGRAM COSTS	
Salaries	$ 1,279,025
Benefits	$ 230,225
Services & Supplies	$ 26,940,315
Subcontractors	$ 187,000
SUBTOTAL PROGRAM COSTS	$ 28,636,565
TOTAL GROSS COSTS	$ 28,919,261
REVENUE	
TOTAL REVENUE	
TOTAL MAXIMUM OBLIGATION	$ 28,919,261

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.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR biweekly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices. COUNTY reserves the right to make advance payments.

1. In support of the biweekly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due biweekly. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

B. FISCAL

1. CONTRACTOR shall submit biweekly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR with invoices for payment processing. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR biweekly upon submittal of invoices. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,

ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days' notice if such additional reports are required, and shall explain any procedures for reporting the required information.

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to liability.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The U.S. Department of Treasury is administering the Emergency Rental Assistance (ERA) Program that makes available $25 billion to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes with populations of more than 2,000 persons. Grantees must use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. The County of Orange has been awarded $64,265,025 to provide ERA Program to the residents of Orange County. The Cities of Anaheim, Santa Ana, and Irvine will also be awarded funding under the ERA Program. As such, Applicants interested in accessing ERA Program who reside in the Cities of Anaheim, Santa Ana, and Irvine must be redirected to those cities' application process.

b. The purpose of this Contract is for the CONTRACTOR to serve as the Regional Provider in the Central SPA in support of the COUNTY's implementation of the ERA Program in coordination with the two other contractors in the remaining SPAs and the contractor for the Virtual Front Door.

2. Program Description Summary

a. The ERA Program is to provide no less than 90 percent of awarded funds for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. A maximum of 10 percent of ERA Program funds are available for housing stability services, including case management and other services

intended to keep households stably housed, and administrative costs. Funds generally expire on December 31, 2021.

b. The COUNTY's implementation of the ERA Program aims earmarked funding for each SPA – North SPA at 35 percent, Central SPA at 45 percent and South SPA at 20 percent – to ensure appropriate and equitable access across the County based on 98 percent of the ERA Program allocation to the County. The COUNTY will retain the remaining two (2) percent of the ERA Program for the Administrative Costs related to the ERA Program, including the establishing of the Virtual Front Door.

c. The COUNTY's ERA program will incorporate a Virtual Front Door that will serve as a centralized access point for residents of Orange County, excluding the cities of Anaheim, Santa Ana and Irvine, who are interested in receiving financial assistance from the ERA Program and is completing initial screening and intake. The CONTRACTOR will receive referrals from the Virtual Front Door and work with the Applicant household to verify eligibility requirements through the collection and review of proof of rental arrears and past due utilities. Through this process, the vendors will make a determination of financial assistance and facilitate payment directly to the landlord and/or utility company. Additionally, the vendor may continue to provide housing stabilization services to Participants that may benefit from additional assistance or connection to supportive services.

d. The CONTRACTOR will be subcontracting with OC United Way (OCUW) to function as the conduit to provide financial payments to landlords, utility companies, and as necessary to the applicant household. Through other initiatives and efforts including those related to the COVID-19 pandemic, OCUW has established relationships and a mechanism to facilitate electronic payment to landlords and utility companies that would streamline payment and support the ERA Program operations. OCUW launched Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

e. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services and consistent with the requirements of the ERA Program implement this program in the Central SPA.

3. Eligible Population to be Served

a. The CONTRACTOR is to receive Applicant referrals from the Virtual Front Door who reside in the Central SPA who completed the preliminary screening and intake.

b. The CONTRACTOR is to confirm eligibility and review of supporting forms for Applicants to ensure they meet the "eligible household" criteria as established by the U.S. Department of the Treasury to access the ERA program.

c. Eligible households are defined as a renter household in which at least one or more individuals meets the following criteria:

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i. Qualified for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;

ii. Demonstrates a risk of experiencing homelessness or housing instability; and

iii, Has a household income at or below 80 percent of the area median income. Reference Attachment # for the area median income in Orange County as calculated and published by the State of California Department of Housing and Community Development on April 30, 2020.

iv. The COUNTY reserves the right to incorporate additional local priorities or eligibility criteria to the PROGRAM with the goal of assisting Participants at highest risk of becoming homeless and/or ensuring timely spending of the ERA Program funds.

d. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

e. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.

f. Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every three (3) months.

4. Referrals

a. The CONTRACTOR will work with the COUNTY and the Virtual Front Door to develop and implement the referral process for eligible Participants to access the ERA Program. The referral process at minimum will include the transfer of information from the Virtual Front Door to the CONTRACTOR through the use of HMIS and other secure technologies on a daily basis or a frequency agreed upon by the CONTRACTOR and the COUNTY.

5. Use of Funds

a. The funds allocated to the CONTRACTOR through this Contract will support Staffing and Operation Costs related to the implementation of the ERA Program and financial assistance to the Participants that are unable to pay rent and utilities due to the COVID-19 pandemic.

b. Participants may receive a maximum of $10,000 of financial assistance that may cover up to 12 months of assistance, plus an additional three (3) months if the CONTRACTOR determines the extra months are needed to ensure housing stability. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, CONTRACTORS may only commit to providing future assistance for up to three months at a time. Participants may not reapply for additional assistance once the maximum $10,000 of financial assistance through the ERA program is reached.

c. The PROGRAM will also promote connections to service providers, increased housing stability and increased access to benefits and employment resources as needed. Services and operations

shall be low-barrier and promote an engagement rich environment in which Participants at-risk of experiencing homelessness make connections to supportive services and stable housing.

B. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. Any change or deviation from this schedule must have prior approval from COUNTY.

b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

c. Operate the PROGRAM to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. The Contractor shall maintain a central office that shall be designed to administer rental assistance.

e. Have a 24-hour contact available to PROGRAM staff for emergency purposes and communication policies and procedures in place to notify the COUNTY as appropriate.

f. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.

g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any PII from any Applicant outside of facilitating the ERA program.

h. Provide regional coordination for the PROGRAM for Participants at-risk of homelessness in Orange County.

2. Administrative Management Tasks – CONTRACTOR shall:

a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the PROGRAM, as requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements

d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

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e. Coordinate with COUNTY agencies to provide appropriate supportive services to program Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as ERA Program operations meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.

g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. Homelessness Prevention Assistance Operations – The CONTRACTOR will be responsible for the provision of Homelessness Prevention Assistance Services utilizing the ERA Program funding for the residents of the Central SPA in Orange County. On an ongoing basis, the CONTRACTOR will:

a. Conduct an initial assessment to determine the Participant's risk factors in becoming homeless if an intervention is not provided. The assessment should provide the opportunity for prioritizing the Applicants with the greatest need. The assessment will be identified and/or developed in partnership with the COUNTY.

b. Conduct an income evaluation to determine that each household has an annual income below 80 percent Area Median Income (AMI), in accordance with funding requirements. This may include documentation of financial hardships, reduction in the household income or incurred significant costs due to the COVID-19 pandemic.

c. Conduct an evaluation to determine each Applicant's eligibility and types and amounts of financial assistance needed to regain stability in permanent housing. This includes a review of collected documents that indicate past due utilities and rental arrears and ensuring there is no duplication of benefits or federal assistance. The CONTRACTOR will make a determination of the level of financial assistance the Participant is to receive up to a maximum of $10,000 per household.

d. Provide outreach to landlord on behalf of Participants and negotiate financial payment, as needed, in the event that rental arrears surpass the $10,000 maximum of financial assistance. The CONTRACTOR should support the landlord and Participant in coming to an agreement that support's the Participants ongoing housing stability.

e. Communicate with SUBCONTRACTOR, OC United Way, the total financial assistance payment that is to be made to the landlord and/or utility company. Payments will be made directly to landlords and/or utility companies in the form of ACH transfer of funds. In the event that a landlord is not cooperative or interested, the CONTRACTOR will continue to work with the Participant to identify other solutions that promote housing stability and prevent homelessness.

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f. Conduct re-evaluations for eligibility and types and amounts of assistance needed at least once every three (3) months, if ongoing assistance is being provided to the Participant.

g. Provide case management and housing stabilization services to Participants that may benefit from additional assistance or connection to supportive services. This may include developing a plan to assist the Participant in retaining their housing, including assessment of income and expenses, benefits assistance, and connection to employment resources.

h. Work with community agencies, faith-based organizations and other stakeholders to promote further awareness of the ERA Program via development of an outreach campaign.

C. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.

a. CONTRACTOR will assist a minimum of 2656 eligible households by providing a maximum of $10,000 in financial assistance to address rental arrears and past due utilities. As some households will not have documented need for the maximum assistance, the total number of households served will likely increase.

b. CONTRACTOR will make first contact with households within three (3) business days of received referral from the virtual access point.

c. CONTRACTOR complete eligibility verification process within five (5) business days of first meeting with household.

d. CONTRACTOR make payment to the landlord and/or utility company within fourteen (14) days of financial assistance determination. The CONTRACTOR will remain in communication with the Participants and make notifications in regards to the status of the financial payment to the landlord and/or utility company. Additionally, the CONTRACTOR will obtain receipt from landlord and/or utility company confirming payment of arrears.

2. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein, as determined by COUNTY, will constitute non-compliance with this Contract for which COUNTY may immediately terminate the Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.

3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to Operator.

D. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program

linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

2. CONTRACTOR required to summit reporting at regular intervals to HCA that details the following:

a. Number of eligible households that receive assistance;

b. Composition of the households – demographics, size and type;

c. Acceptance rate of applicants for assistance;

d. Types of assistance provided to each household;

e. Financial assistance expenditures;

f. Average amount of funding provided per household;

g. Incomes of eligible household by income tier – less than or equal to 30 percent AMI, between 30 to 50 percent AMI, between 50 to 80 percent AMI;

h. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and

i. Number of Participants exits and exit types.

E. FILE MAINTENANCE AND DOCUMENTATION

1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.

2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

3. Records providing a full description of each activity undertaken.

4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.

7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

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VI. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
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, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

ADMINISTRATIVE	FTEs
Financial Assistance ll	4.00
Accountant 2	1.00
SUBTOTAL ADMINISTRATIVE	5.00
PROGRAM	
Program Manager ll	1.00
Program Coordinator ll	1.00
Lead Case Manager	4.00
CSMGR - Case Manager	24.00
Program Director	0.50
Data Coordinator	1.00
Administrative Asst.	1.00
SUBTOTAL PROGRAM	32.50
TOTAL FTEs	37.50

C. 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.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE CENTRAL SPA

BETWEEN
COUNTY OF ORANGE
AND
VOLUNTEERS OF AMERICA LOS ANGELES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF CONTRACT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

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1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit B to the Contract; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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EXHIBIT C
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE CENTRAL SPA
BETWEEN
COUNTY OF ORANGE
AND
VOLUNTEERS OF AMERICA LOS ANGELES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. CERTIFICATION REGARDING ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the

provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Bob Pratt
811525037E9343F...

1/22/2021

Signature of Contractor's Authorized Official

Date

Bob Pratt

Name and Title of Contractor's Authorized Official

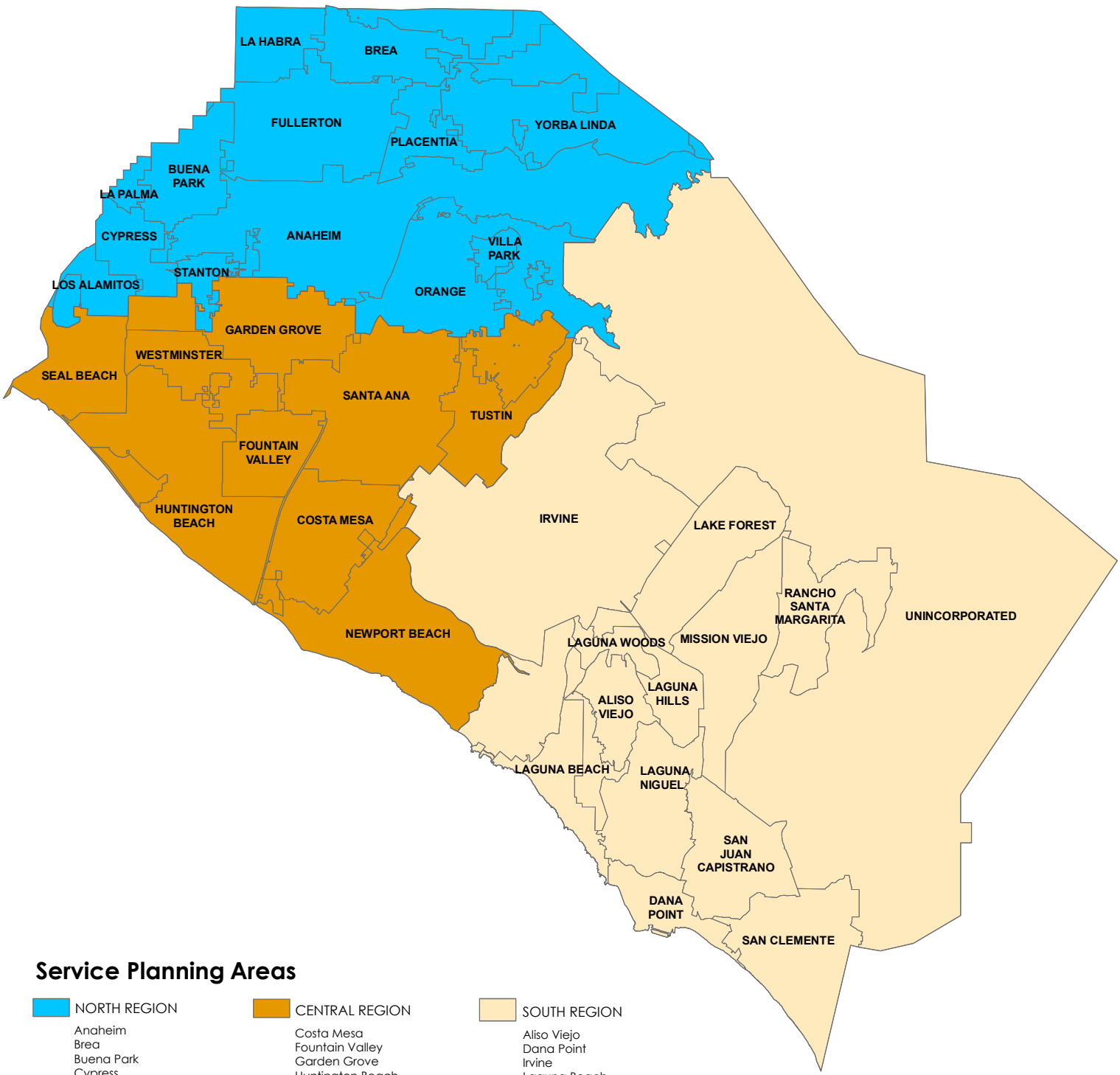
Attachment A
Orange County's Area Median Income (AMI)

The AMI in Orange County is calculated and published by the State of California Department of Housing and Community Development on April 30, 2020, is as follows:

AMI Level	Household Size							
	1	2	3	4	5	6	7	8
Extremely Low Income less than 30% AMI	$26,950	$30,800	$34,650	$38,450	$41,550	$44,650	$47,700	$50,800
Very Low Income 30 to 50 % AMI	$44,850	$51,250	$57,650	$64,050	$69,200	$74,300	$79,450	$84,550
Low Income 50% to 80% AMI	$71,750	$82,000	$92,250	$102,450	$110,650	$118,850	$127,050	$135,250

ATTACHMENT B

County of Orange Service Planning Areas



Service Planning Areas

NORTH REGION

Anaheim
Brea
Buena Park
Cypress
Fullerton
La Habra
La Palma
Los Alamitos
Orange
Placentia
Stanton
Villa Park
Yorba Linda
County Unincorporated

CENTRAL REGION

Costa Mesa
Fountain Valley
Garden Grove
Huntington Beach
Newport Beach
Santa Ana
Seal Beach
Tustin
Westminster
County Unincorporated

SOUTH REGION

Aliso Viejo
Dana Point
Irvine
Laguna Beach
Laguna Hills
Laguna Niguel
Laguna Woods
Lake Forest
Mission Viejo
Rancho Santa Margarita
San Clemente
San Juan Capistrano
County Unincorporated

CONTRACT FOR PROVISION OF
COVID-19 HOMELESSNESS PREVENTION SERVICES
IN THE SOUTH SPA
BETWEEN
COUNTY OF ORANGE
AND
FAMILY ASSISTANCE MINISTRIES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

THIS CONTRACT entered into this 26th day of January 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Family Assistance Ministries , a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

W I T N E S S E T H:

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

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WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, COUNTY in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Consolidated Appropriations Act, 2021 (the "Act") is a $2.3 trillion spending bill that combines $900 billion in stimulus relief for the COVID-19 pandemic in the United States with a $1.4 trillion omnibus spending bill for the 2021 fiscal year; and

WHEREAS, the Act directs the U.S. Department of the Treasury to make available $25 billion in Emergency Rental Assistance (ERA) Program to provide assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, the COUNTY is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Act, and any continuing executive orders and declarations as part of the on-going emergencies;

WHEREAS, the ERA Program must largely be used for direct financial assistance, including rent, rental arrears and utilities and home energy costs and a maximum of 10 percent may be used towards housing stability services, including case management and other services intended to keep households stably housed, and administrative costs.

WHEREAS, the Act provides funding directly to the COUNTY to provide assistance to eligible households through the existing or newly created rental assistance programs.

WHEREAS, the COUNTY is in need of the implementation of homelessness prevention assistance programs in alignment with the ERA Program to support the residents of Orange County experiencing financial hardships as a result of the COVID-19 pandemic with the goal of assisting households in maintaining their existing housing and regaining stability in that housing.

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WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homelessness Prevention Services in alignment with the ERA Program described herein to households at risk of experiencing homelessness or housing stability in Orange County; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homeless and Prevention Response Services described herein to individuals experiencing homelessness in Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: January 26, 2021 through December 31, 2021

Aggregate Maximum Obligation: $12,853,005

Basis for Reimbursement: Actual Cost

Payment Method: Biweekly in Arrears

CONTRACTOR DUNS Number: 13-400-0368

CONTRACTOR TAX ID Number: 33-0864870

Notices to COUNTY and CONTRACTOR:

COUNTY:	County of Orange Health Care Agency Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637	CONTRACTOR:	Family Assistance Ministries 1030 Calle Negocio San Clemente, CA 92673 elizabetha@family-assistance.org

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

A.	ARRA	American Recovery and Reinvestment Act of 2009
B.	CalWORKs	California Work Opportunity and Responsibility for Kids
C.	CAP	Corrective Action Plan
D.	CCC	California Civil Code
E.	CCR	California Code of Regulations
F.	CES	Coordinated Entry System
G.	CFR	Code of Federal Regulations
H.	CHPP	COUNTY HIPAA Policies and Procedures
I.	COC	Continuum of Care
J.	COI	Certificate of Insurance
K.	CPA	Certified Public Accountant
L.	DRS	Designated Record Set
M.	EEOC	Equal Employment Opportunity Commission
N.	EOC	Equal Opportunity Clause
O.	FFS	Fee For Service
P.	FSC	Family Solutions Collaborative
Q.	FTE	Full Time Equivalent
R.	GAAP	Generally Accepted Accounting Principles
S.	HCA	County of Orange Health Care Agency
T.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
U.	HMIS	Homeless Management Information System
V.	HSC	California Health and Safety Code
W.	HUD	U.S. Department of Housing and Urban Development
X.	MH	Mental Health
Y.	MHSA	Mental Health Services Act
Z.	OCR	Federal Office for Civil Rights
AA.	OIG	Federal Office of Inspector General
AB.	OMB	Federal Office of Management and Budget
AC.	OPM	Federal Office of Personnel Management
AD.	P&P	Policy and Procedure
AE.	PA DSS	Payment Application Data Security Standard
AF.	PATH	Projects for Assistance in Transition from Homelessness
AG.	PC	California Penal Code

AH.	PCI DSS	Payment Card Industry Data Security Standards
AI.	PHI	Protected Health Information
AJ.	PII	Personally Identifiable Information
AK.	PRA	California Public Records Act
AL.	PSC	Professional Services Contract System
AM.	SIR	Self-Insured Retention
AN.	SMA	Statewide Maximum Allowable (rate)
AO.	SOW	Scope of Work
AP.	UOS	Units of Service
AQ.	USC	United States Code
AR.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply with in relation to Covered Individuals performing services under this Contract.

2. CONTRACTOR has the option to develop and provide, or make available to, ADMINISTRATOR copies of its own Compliance Program policies and procedures. CONTRACTOR's Compliance Program policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements of the ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract prior to implementation. These elements include:

a. Designation of a Compliance Officer and/or compliance staff.
b. Written standards, policies and/or procedures.
c. Compliance related training and/or education program and proof of completion.
d. Communication methods for reporting concerns to the Compliance Officer.
e. Methodology for conducting internal monitoring and auditing.
f. Methodology for detecting and correcting offenses.
g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of its own Compliance Program policies and procedures, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary, complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its Compliance Program to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance Program and contact information for the ADMINISTRATOR's Compliance Program.

B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged that they will comply with ADMINISTRATOR's Compliance Program shall use their best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete ADMINISTRATOR's General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

C. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state HOMELESS SERVICES program regulations and procedures or instructions otherwise communicated by regulatory agencies.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the Contract.

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V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Contract.

3. In the event of a collaborative service agreement between Homeless Services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Participants receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. This obligation shall also apply to CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors, consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a material breach and be grounds for termination of this Contract.

VIII. COST REPORT

A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five-hundred dollars ($500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and CONTRACTOR has not entered into a subsequent or new Contract for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be immediately reimbursed to COUNTY.

B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services

to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

> "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.
>
> Signed _____
> Name _____
> Title _____

Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or placed on any such lists, by any federal department or agency.

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted delegation in derogation of this paragraph shall be void.

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment

to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract. Any attempted assignment in derogation of this subparagraph shall be void.

1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government.

2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.

1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Contract.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance.

XI. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract.

2. CONTRACTOR's written demand shall be fully supported by factual information, and shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete. If such demand involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a material breach and be grounds for termination of this Contract.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

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D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

XII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Contract meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XIII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Contract is followed without interruption by another Contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIV. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY immediately and be approved in writing by the ADMINISTRATOR

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation. The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

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XV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars ($50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims made
Employee Dishonesty	$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and ***employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

K. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy cancellation and within ten (10) business days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims Made" policy, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Contract.

O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

P. Insurance certificates should be forwarded to COUNTY at the address specified in the Referenced Contract Provisions of this Contract.

Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract may be terminated by County without penalty.

R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

T. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

U. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this Contract.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and

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CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XVI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Contract.

XVII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract.

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. The applicable provisions of laws, regulations, and requirements for the provision of services under this Contract shall include, but not be limited to, the following:

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
4. CCR, Title 9, Rehabilitative and Developmental Services.
5. CCR, Title 17, Public Health.
6. CCR, Title 22, Social Security.
7. CFR, Title 42, Public Health.
8. CFR, Title 45, Public Welfare.
9. USC Title 42. Public Health and Welfare.
10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
11. 42 USC §1857, et seq., Clean Air Act.
12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
13. 31 USC 7501.70, Federal Single Audit Act of 1984.
14. McKinney-Vento Homeless Assistance Act

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15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Contract must be approved at least thirty (30) business days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract must be approved in advance at least thirty (30) business days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Contract. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIX. MAXIMUM OBLIGATION

A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract is as specified in the Referenced Contract Provisions of this Contract.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of funding for this Agreement.

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or

indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Participant or potential Participant any service, benefit, or accommodation.

2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.

3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.

4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Participants through a written statement that CONTRACTOR's and/or subcontractor's Participants may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.

1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Participants not able to resolve such problems at the point of service. Participants may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

a. COUNTY shall establish a formal resolution and grievance and appeals process in the event informal processes do not yield a resolution.

b. Throughout the problem resolution and grievance and appeals process, Participant rights shall be maintained, including access to the COUNTY's grievance and appeals process at any point in the process.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

XXII. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Contract, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXIII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.

c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.

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B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXV. PARTICIPANT'S RIGHTS

A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff. Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily accessible to Participants to take without having to request the form or envelope.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant shall have access.

1. CONTRACTOR's grievance and appeals processes shall incorporate COUNTY's grievance, appeals, participants' rights, and/or utilization management guidelines and procedures. The participant has the right to utilize either or both grievance and appeals process(es) simultaneously in order to resolve their dissatisfaction.

C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to CONTRACTOR, file a grievance, file an appeal, and file a complaint.

XXVI. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

XXVII. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such

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records shall include, but not be limited to, individual housing plans, case management plans and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each participant, the identity of the participant to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with County policies of reimbursement and GAAP.

B. CONTRACTOR shall implement and maintain acceptable administrative, technical and physical safeguards to ensure the privacy and security of health related and/or personally identifying information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of participant's health related and/or personally identifying information in possession of CONTRACTOR, CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized use or disclosure.

C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR shall maintain participant records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

G. CONTRACTOR may retain participant documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

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2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

XXVIII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal or professional research, or for publication.

XXIX. REVENUE

A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Contract.

XXX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

XXXI. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Making cash payments to intended recipients of services through this Contract.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.

5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.

6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Funding travel or training (excluding program-related mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Participants outside of program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXXIII. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

XXXIV. TERMINATION

A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services without cause.
3. The delegation or assignment of CONTRACTOR's services, operation or administration without the prior written consent of COUNTY.
4. The neglect by any licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such licensed person from serving persons assisted pursuant to this Contract.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:

a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.

E. In the event this Contract is terminated CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of Contract performance during the remaining Contract term.

3. Until the date of termination, continue to provide the same level of service required by this Contract.

4. If Participant's records are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent with Participant's best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

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9. Provide written notice of termination of services to each Participant being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

XXXV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Participants provided services pursuant to this Contract.

XXXVI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

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IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

FAMILY ASSISTANCE MINISTRIES

BY: DocuSigned by: Elizabeth Andrade B11B1CCA4BDA490... DATED: 1/22/2021

TITLE: CEO

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: DocuSigned by: Massoud Shamel 79055CA571A94F8... DATED: 1/22/2021

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE SOUTH SPA
BETWEEN
COUNTY OF ORANGE
AND
FAMILY ASSISTANCE MINISTRIES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Admission means documentation, by CONTRACTOR, of completion of the entry and program enrollment into HMIS.

2. Assist OC is an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

3. Applicant means a household that is interested in receiving financial assistance from the ERA Program and is completing initial screening and intake at the Virtual Front Door with 211OC through an online portal or a call center representative. Applicants have not been confirmed as eligible Participants.

4. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for program participants. The CES covers the geographic area of the County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services, and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

5. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

6. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Prevention Service Programs. The primary data

collection system utilized is the Homeless Management Information System (HMIS). Additionally, the CONTRACTOR may utilize additional Data Collection Systems such as Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds.

7. ERA Program stands for Emergency Rental Assistance Program and is being administered by the U.S. Department of the Treasury to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic.

8. Homeless Management Information System (HMIS): A database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

9. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Applicants contacting the Virtual Front Door. This may include information to access community health clinics, food pantries, support groups, etc.

10. Intake means the initial meeting between a Participant and CONTRACTOR's staff and includes an evaluation to determine if the Participant meets program criteria and is willing to seek services.

11. Participant means an individual, family or household, referred by the Virtual Front Door or enrolled in CONTRACTOR's program for services under the Agreement, who are unable to pay rent and utilities due to the COVID-19 pandemic.

12. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

13. Referral means providing the effective connection of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made linkage to the referred service.

14. Service Planning Areas (SPA): The three geographic areas of Orange County (North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness. Reference Attachment for map of the Orange County SPAs.

15. Virtual Front Door will be managed by 2-1-1 Orange County and will be comprised of call center staffing and an online web portal to complete initial screening and intake prior to referral to the CONTRACTOR. Information collected through the Virtual Front Door will be entered into HMIS and be shared with the CONTRACTOR for efficiencies in the process. Additionally, the Virtual Front Door will provide Information and referral Services to address other needs the Applicant may need.

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16. U.S. Department of the Treasury is a department of the federal government that manages federal finances by collecting taxes and paying bills and also managing currency, government accounts and public debt. Additionally, the U.S. Department of the Treasure is administering the ERA Program.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	TOTAL
PROGRAM COSTS	
Salaries & Benefits	$462,001.15
Services & Supplies	$176,441
Subcontractors	$408,374.43
Rental Assistance	$11,806,188.40
SUBTOTAL PROGRAM COSTS	$12,853,005.00
TOTAL GROSS COSTS	$12,853,005.00
REVENUE	
TOTAL MAXIMUM OBLIGATION	$12,853,005

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.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR biweekly, in arrears. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices. COUNTY reserves the right to make advance payments.

1. In support of the biweekly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due biweekly. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or

specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

B. FISCAL

1. CONTRACTOR shall submit biweekly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR with invoices for payment processing. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR biweekly upon submittal of invoices. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least

thirty (30) calendar days' notice if such additional reports are required, and shall explain any procedures for reporting the required information.

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to liability.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The U.S. Department of Treasury is administering the Emergency Rental Assistance (ERA) Program that makes available $25 billion to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes with populations of more than 2,000 persons. Grantees must use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. The County of Orange has been awarded $64,265,025 to provide ERA Program to the residents of Orange County. The Cities of Anaheim, Santa Ana, and Irvine will also be awarded funding under the ERA Program. As such, Applicants interested in accessing ERA Program who reside in the Cities of Anaheim, Santa Ana, and Irvine must be redirected to those cities' application process.

b. The purpose of this Contract is for the CONTRACTOR to serve as the Regional Provider in the South SPA in support of the COUNTY's implementation of the ERA Program in coordination with the two other contractors in the remaining SPAs and the contractor for the Virtual Front Door.

2. Program Description Summary

a. The ERA Program is to provide no less than 90 percent of awarded funds for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. A maximum of 10 percent of ERA Program funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs. Funds generally expire on December 31, 2021.

b. The COUNTY's implementation of the ERA Program aims earmarked funding for each SPA – North SPA at 35 percent, Central SPA at 45 percent and South SPA at 20 percent – to ensure appropriate and equitable access across the County based on 98 percent of the ERA Program allocation to the County. The COUNTY will retain the remaining two (2) percent of the ERA Program for the Administrative Costs related to the ERA Program, including the establishing of the Virtual Front Door.

c. The COUNTY's ERA program will incorporate a Virtual Front Door that will serve as a centralized access point for residents of Orange County, excluding the cities of Anaheim, Santa Ana and Irvine, who are interested in receiving financial assistance from the ERA Program and is completing initial screening and intake. The CONTRACTOR will receive referrals from the Virtual Front Door and work with the Applicant household to verify eligibility requirements through the collection and review of proof of rental arrears and past due utilities. Through this process, the vendors will make a determination of financial assistance and facilitate payment directly to the landlord and/or utility company. Additionally, the vendor may continue to provide housing stabilization services to Participants that may benefit from additional assistance or connection to supportive services.

d. The CONTRACTOR will be subcontracting with OC United Way (OCUW) to function as the conduit to provide financial payments to landlords, utility companies, and as necessary to the applicant household. Through other initiatives and efforts including those related to the COVID-19 pandemic, OCUW has established relationships and a mechanism to facilitate electronic payment to landlords and utility companies that would streamline payment and support the ERA Program operations. OCUW launched Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

e. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services and consistent with the requirements of the ERA Program implement this program in the South SPA.

3. Eligible Population to be Served

a. The CONTRACTOR is to receive Applicant referrals from the Virtual Front Door who reside in the South SPA who completed the preliminary screening and intake.

b. The CONTRACTOR is to confirm eligibility and review of supporting forms for Applicants to ensure they meet the "eligible household" criteria as established by the U.S. Department of the Treasury to access the ERA program.

c. Eligible households are defined as a renter household in which at least one or more individuals meets the following criteria:

i. Qualified for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;

ii. Demonstrates a risk of experiencing homelessness or housing instability; and

iii, Has a household income at or below 80 percent of the area median income. Reference Attachment # for the area median income in Orange County as calculated and published by the State of California Department of Housing and Community Development on April 30, 2020.

iv. The COUNTY reserves the right to incorporate additional local priorities or eligibility criteria to the PROGRAM with the goal of assisting Participants at highest risk of becoming homeless and/or ensuring timely spending of the ERA Program funds.

d. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

e. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.

f. Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every three (3) months.

4. Referrals

a. The CONTRACTOR will work with the COUNTY and the Virtual Front Door to develop and implement the referral process for eligible Participants to access the ERA Program. The referral process at minimum will include the transfer of information from the Virtual Front Door to the CONTRACTOR through the use of HMIS and other secure technologies on a daily basis or a frequency agreed upon by the CONTRACTOR and the COUNTY.

5. Use of Funds

a. The funds allocated to the CONTRACTOR through this Contract will support Staffing and Operation Costs related to the implementation of the ERA Program and financial assistance to the Participants that are unable to pay rent and utilities due to the COVID-19 pandemic.

b. Participants may receive a maximum of $10,000 of financial assistance that may cover up to 12 months of assistance, plus an additional three (3) months if the CONTRACTOR determines the extra months are needed to ensure housing stability. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, CONTRACTORS may only commit to providing future assistance for up to three months at a time. Participants may not reapply for additional assistance once the maximum $10,000 of financial assistance through the ERA program is reached.

c. The PROGRAM will also promote connections to service providers, increased housing stability and increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants at-risk of experiencing homelessness make connections to supportive services and stable housing.

B. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be

required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. Any change or deviation from this schedule must have prior approval from COUNTY.

b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

c. Operate the PROGRAM to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. The Contractor shall maintain a central office that shall be designed to administer rental assistance.

e. Have a 24-hour contact available to PROGRAM staff for emergency purposes and communication policies and procedures in place to notify the COUNTY as appropriate.

f. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.

g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any PII from any Applicant outside of facilitating the ERA program.

h. Provide regional coordination for the PROGRAM for Participants at-risk of homelessness in Orange County.

2. Administrative Management Tasks – CONTRACTOR shall:

a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the PROGRAM, as requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

e. Coordinate with COUNTY agencies to provide appropriate supportive services to program Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as ERA Program operations meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.

g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. Homelessness Prevention Assistance Operations – The CONTRACTOR will be responsible for the provision of Homelessness Prevention Assistance Services utilizing the ERA Program funding for the residents of the South SPA in Orange County. On an ongoing basis, the CONTRACTOR will:

a. Conduct an initial assessment to determine the Participant's risk factors in becoming homeless if an intervention is not provided. The assessment should provide the opportunity for prioritizing the Applicants with the greatest need. The assessment will be identified and/or developed in partnership with the COUNTY.

b. Conduct an income evaluation to determine that each household has an annual income below 80 percent Area Median Income (AMI), in accordance with funding requirements. This may include documentation of financial hardships, reduction in the household income or incurred significant costs due to the COVID-19 pandemic.

c. Conduct an evaluation to determine each Applicant's eligibility and types and amounts of financial assistance needed to regain stability in permanent housing. This includes a review of collected documents that indicate past due utilities and rental arrears and ensuring there is no duplication of benefits or federal assistance. The CONTRACTOR will make a determination of the level of financial assistance the Participant is to receive up to a maximum of $10,000 per household.

d. Provide outreach to landlord on behalf of Participants and negotiate financial payment, as needed, in the event that rental arrears surpass the $10,000 maximum of financial assistance. The CONTRACTOR should support the landlord and Participant in coming to an agreement that support's the Participants ongoing housing stability.

e. Communicate with SUBCONTRACTOR, OC United Way, the total financial assistance payment that is to be made to the landlord and/or utility company. Payments will be made directly to landlords and/or utility companies in the form of ACH transfer of funds. In the event that a landlord is not cooperative or interested, the CONTRACTOR will continue to work with the Participant to identify other solutions that promote housing stability and prevent homelessness.

f. Conduct re-evaluations for eligibility and types and amounts of assistance needed at least once every three (3) months, if ongoing assistance is being provided to the Participant.

g. Provide case management and housing stabilization services to Participants that may benefit from additional assistance or connection to supportive services. This may include developing a plan to assist the Participant in retaining their housing, including assessment of income and expenses, benefits assistance, and connection to employment resources.

h. Work with community agencies, faith-based organizations and other stakeholders to promote further awareness of the ERA Program via development of an outreach campaign.

C. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.

a. CONTRACTOR will assist a minimum of 1,180 eligible households by providing a maximum of $10,000 in financial assistance to address rental arrears and past due utilities. As some households will not have documented need for the maximum assistance, the total number of households served will likely increase.

b. CONTRACTOR will make first contact with households within three (3) business days of received referral from the virtual access point.

c. CONTRACTOR complete eligibility verification process within five (5) business days of first meeting with household.

d. CONTRACTOR make payment to the landlord and/or utility company within fourteen (14) days of financial assistance determination. The CONTRACTOR will remain in communication with the Participants and make notifications in regards to the status of the financial payment to the landlord and/or utility company. Additionally, the CONTRACTOR will obtain receipt from landlord and/or utility company confirming payment of arrears.

2. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein, as determined by COUNTY, will constitute non-compliance with this Contract for which COUNTY may immediately terminate the Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.

3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to Operator.

D. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

2. CONTRACTOR required to summit reporting at regular intervals to HCA that details the following:

a. Number of eligible households that receive assistance;

b. Composition of the households – demographics, size and type;

c. Acceptance rate of applicants for assistance;

d. Types of assistance provided to each household;

e. Financial assistance expenditures;

f. Average amount of funding provided per household;

g. Incomes of eligible household by income tier – less than or equal to 30 percent AMI, between 30 to 50 percent AMI, between 50 to 80 percent AMI;

h. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and

i. Number of Participants exits and exit types.

E. FILE MAINTENANCE AND DOCUMENTATION

1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.

2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

3. Records providing a full description of each activity undertaken.

4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.

7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

VI. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting;

4. Maintain appropriate staffing levels;

5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.

6. Effectively communicate and monitor the program for its success;

7. Maintain communication between the CONTRACT key staff and Program Administrators; and,

8. Act quickly to identify and solve problems.

B. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM	FTEs
Project Manager	.79
Data and Compliance	.59
Eligibility Worker	3.17
Case Managers	2.38
Director of Programs	.12
Controller	.12
Accounting Clerk	.79
Subcontractors – UpSkill Employment Counselor	1
Subcontractors – Financial Counselor	.50
Subcontractors – Landlord Negotiation Associate	1.67
Subcontractor – Program Manager	.10
Subcontractor – Case Manager	.75
Subcontractor – Enrollment Counselor	.20
Subcontractor – Patient Scheduler	.20
Subcontractor - Housing Program Manager	.59
Subcontractor – Accounting Clerk	.40
SUBTOTAL PROGRAM	7.96
SUBTOTAL SUBCONTRACTOR	5.41
TOTAL FTEs	13.37

C. 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.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE SOUTH SPA

BETWEEN
COUNTY OF ORANGE
AND
FAMILY ASSISTANCE MINISTRIES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF CONTRACT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

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1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit B to the Contract; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII

or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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EXHIBIT C
TO THE CONTRACT FOR PROVISION OF
COVD-19 HOMELESSNESS PREVENTION SERVICES
IN THE SOUTH SPA
BETWEEN
COUNTY OF ORANGE
AND
FAMILY ASSISTANCE MINISTRIES
JANUARY 26, 2021 THROUGH DECEMBER 31, 2021

I. CERTIFICATION REGARDING ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Family Assistance Ministries, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and

agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Elizabeth Andrade
B11B1CCA4BDA490...

1/22/2021

Signature of Contractor's Authorized Official — Date

CEO

Name and Title of Contractor's Authorized Official

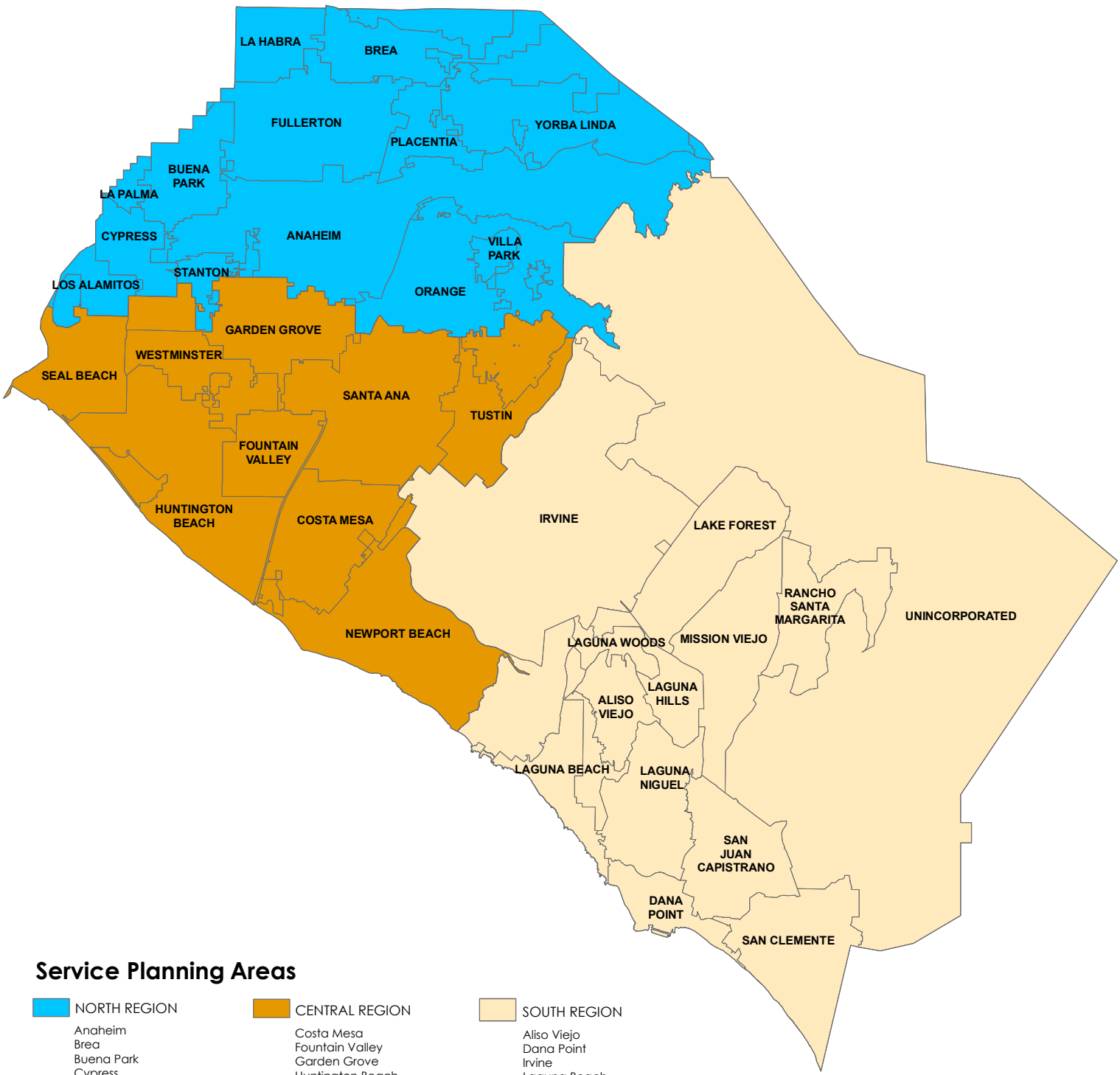
Attachment A
Orange County's Area Median Income (AMI)

The AMI in Orange County is calculated and published by the State of California Department of Housing and Community Development on April 30, 2020, is as follows:

AMI Level	Household Size							
	1	2	3	4	5	6	7	8
Extremely Low Income less than 30% AMI	$26,950	$30,800	$34,650	$38,450	$41,550	$44,650	$47,700	$50,800
Very Low Income 30 to 50 % AMI	$44,850	$51,250	$57,650	$64,050	$69,200	$74,300	$79,450	$84,550
Low Income 50% to 80% AMI	$71,750	$82,000	$92,250	$102,450	$110,650	$118,850	$127,050	$135,250

ATTACHMENT B

County of Orange Service Planning Areas



Service Planning Areas

NORTH REGION

Anaheim
Brea
Buena Park
Cypress
Fullerton
La Habra
La Palma
Los Alamitos
Orange
Placentia
Stanton
Villa Park
Yorba Linda
County Unincorporated

CENTRAL REGION

Costa Mesa
Fountain Valley
Garden Grove
Huntington Beach
Newport Beach
Santa Ana
Seal Beach
Tustin
Westminster
County Unincorporated

SOUTH REGION

Aliso Viejo
Dana Point
Irvine
Laguna Beach
Laguna Hills
Laguna Niguel
Laguna Woods
Lake Forest
Mission Viejo
Rancho Santa Margarita
San Clemente
San Juan Capistrano
County Unincorporated

CONTRACT FOR PROVISION OF
COVID-19 VIRTUAL FRONT DOOR SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY
JANUARY 26, 2021 THROUGH JUNE 30, 2021

THIS CONTRACT entered into this 26st day of January 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and People for Irvine Community Health dba 2-1-1 Orange County, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

W I T N E S S E T H:

WHEREAS, on February 26, 2020, the County declared a Local Emergency, and the County's Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

WHEREAS, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, COUNTY in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

WHEREAS, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), provides that payments from the CARES Act funds may be used to cover certain costs that are necessary expenditures with respect to the COVID-19 emergency; and

WHEREAS, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

WHEREAS, the Consolidated Appropriations Act, 2021 (the "Act") is a $2.3 trillion spending bill that combines $900 billion in stimulus relief for the COVID-19 pandemic in the United States with a $1.4 trillion omnibus spending bill for the 2021 fiscal year; and

WHEREAS, the Act directs the U.S. Department of the Treasury to make available $25 billion in Emergency Rental Assistance (ERA) Program to provide assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

WHEREAS, the COUNTY is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Act, and any continuing executive orders and declarations as part of the on-going emergencies;

WHEREAS, the ERA Program must largely be used for direct financial assistance, including rent, rental arrears and utilities and home energy costs and a maximum of 10 percent may be used towards housing stability services, including case management and other services intended to keep households stably housed, and administrative costs.

WHEREAS, the Act provides funding directly to the COUNTY to provide assistance to eligible households through the existing or newly created rental assistance programs.

WHEREAS, the COUNTY is in need of the implementation of homelessness prevention assistance programs in alignment with the ERA Program to support the residents of Orange County experiencing financial hardships as a result of the COVID-19 pandemic with the goal of assisting households in maintaining their existing housing and regaining stability in that housing.

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Homelessness Prevention Services in alignment with the ERA Program described herein to households at risk of experiencing homelessness or housing stability in Orange County; and

WHEREAS, County is in need of the services/commodities described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, including the CARES Act, and any continuing executive orders and declarations as part of the on-going emergencies; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of COVID-19 Virtual Front Door Services described herein to individuals experiencing homelessness in Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: January 26, 2021 through June 30, 2021

Aggregate Maximum Obligation: $579,512

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 88433903

CONTRACTOR TAX ID Number: 33-0063532

Notices to COUNTY and CONTRACTOR:

COUNTY:	County of Orange Health Care Agency Contract Services 405 West 5th Street, Suite 600 Santa Ana, CA 92701-4637	CONTRACTOR:	People for Irvine Community Health dba 2-1-1 Orange County 1505 E. 17th Street, Suite 108 Santa Ana, CA 92705

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

A.	ARRA	American Recovery and Reinvestment Act of 2009
B.	CalWORKs	California Work Opportunity and Responsibility for Kids
C.	CAP	Corrective Action Plan
D.	CCC	California Civil Code
E.	CCR	California Code of Regulations
F.	CES	Coordinated Entry System
G.	CFR	Code of Federal Regulations
H.	CHPP	COUNTY HIPAA Policies and Procedures
I.	COC	Continuum of Care
J.	COI	Certificate of Insurance
K.	CPA	Certified Public Accountant
L.	DRS	Designated Record Set
M.	EEOC	Equal Employment Opportunity Commission
N.	EOC	Equal Opportunity Clause
O.	FFS	Fee For Service
P.	FSC	Family Solutions Collaborative
Q.	FTE	Full Time Equivalent
R.	GAAP	Generally Accepted Accounting Principles
S.	HCA	County of Orange Health Care Agency
T.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
U.	HMIS	Homeless Management Information System
V.	HSC	California Health and Safety Code
W.	HUD	U.S. Department of Housing and Urban Development
X.	MH	Mental Health
Y.	MHSA	Mental Health Services Act
Z.	OCR	Federal Office for Civil Rights
AA.	OIG	Federal Office of Inspector General
AB.	OMB	Federal Office of Management and Budget
AC.	OPM	Federal Office of Personnel Management
AD.	P&P	Policy and Procedure
AE.	PA DSS	Payment Application Data Security Standard
AF.	PATH	Projects for Assistance in Transition from Homelessness
AG.	PC	California Penal Code

AH.	PCI DSS	Payment Card Industry Data Security Standards
AI.	PHI	Protected Health Information
AJ.	PII	Personally Identifiable Information
AK.	PRA	California Public Records Act
AL.	PSC	Professional Services Contract System
AM.	SIR	Self-Insured Retention
AN.	SMA	Statewide Maximum Allowable (rate)
AO.	SOW	Scope of Work
AP.	UOS	Units of Service
AQ.	USC	United States Code
AR.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the Parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owed to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of the relevant Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, “Compliance Program”) for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply with in relation to Covered Individuals performing services under this Contract.

2. CONTRACTOR has the option to develop and provide, or make available to, ADMINISTRATOR copies of its own Compliance Program policies and procedures. CONTRACTOR's Compliance Program policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements of the ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract prior to implementation. These elements include:

a. Designation of a Compliance Officer and/or compliance staff.
b. Written standards, policies and/or procedures.
c. Compliance related training and/or education program and proof of completion.
d. Communication methods for reporting concerns to the Compliance Officer.
e. Methodology for conducting internal monitoring and auditing.
f. Methodology for detecting and correcting offenses.
g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of its own Compliance Program policies and procedures, CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary, complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its Compliance Program to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance Program and contact information for the ADMINISTRATOR's Compliance Program.

B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged that they will comply with ADMINISTRATOR's Compliance Program shall use their best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete ADMINISTRATOR's General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

C. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state HOMELESS SERVICES program regulations and procedures or instructions otherwise communicated by regulatory agencies.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the Contract.

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V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange information regarding specific Participants with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Contract.

3. In the event of a collaborative service agreement between Homeless Services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Participants receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. This obligation shall also apply to CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors, consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not

meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a material breach and be grounds for termination of this Contract.

VIII. COST REPORT

A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five-hundred dollars ($500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Report is delivered to ADMINISTRATOR.

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report within one hundred and eighty (180) calendar days following the termination of this Contract, and CONTRACTOR has not entered into a subsequent or new Contract for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be immediately reimbursed to COUNTY.

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B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

F. All Cost Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

> "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____

Name _____

Title _____

Date _____"

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or placed on any such lists, by any federal department or agency.

2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.

4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

6. Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.

X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted delegation in derogation of this paragraph shall be void.

B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract. Any attempted assignment in derogation of this subparagraph shall be void.

1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government.

2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph.

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any governing body of CONTRACTOR at one time.

C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the requirements of this Contract as they relate to the service or activity under subcontract, include any provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.

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1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Contract.

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

4. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance.

XI. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract.

2. CONTRACTOR's written demand shall be fully supported by factual information, and shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete. If such demand involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract, including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a material breach and be grounds for termination of this Contract.

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C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

XII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Contract meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

XIII. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs $5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between $600 and $5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than $600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR

shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Contract is followed without interruption by another Contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

XIV. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Contract. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY immediately and be approved in writing by the ADMINISTRATOR

B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.

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The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

XV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars ($50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or

subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims made
Employee Dishonesty	$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents and ***employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

K. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy cancellation and within ten (10) business days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

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N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims Made" policy, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Contract.

O. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

P. Insurance certificates should be forwarded to COUNTY at the address specified in the Referenced Contract Provisions of this Contract.

Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract may be terminated by County without penalty.

R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

T. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

U. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
    a. Prior to the start date of this Contract.
    b. No later than the expiration date for each policy.
    c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
    a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars ($100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XVI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract, and shall provide the above–mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non–compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,

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in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Contract.

XVII. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract.

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. The applicable provisions of laws, regulations, and requirements for the provision of services under this Contract shall include, but not be limited to, the following:

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
4. CCR, Title 9, Rehabilitative and Developmental Services.
5. CCR, Title 17, Public Health.
6. CCR, Title 22, Social Security.
7. CFR, Title 42, Public Health.
8. CFR, Title 45, Public Welfare.
9. USC Title 42. Public Health and Welfare.
10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
11. 42 USC §1857, et seq., Clean Air Act.
12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
13. 31 USC 7501.70, Federal Single Audit Act of 1984.
14. McKinney-Vento Homeless Assistance Act

15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Contract must be approved at least thirty (30) business days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract must be approved in advance at least thirty (30) business days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Contract. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIX. MAXIMUM OBLIGATION

A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract is as specified in the Referenced Contract Provisions of this Contract.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of funding for this Agreement.

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or

indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1. Denying a Participant or potential Participant any service, benefit, or accommodation.

2. Providing any service or benefit to a Participant which is different or is provided in a different manner or at a different time from that provided to other Participants.

3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.

4. Treating a Participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Participants through a written statement that CONTRACTOR's and/or subcontractor's Participants may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.

1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Participants not able to resolve such problems at the point of service. Participants may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

a. COUNTY shall establish a formal resolution and grievance and appeals process in the event informal processes do not yield a resolution.

b. Throughout the problem resolution and grievance and appeals process, Participant rights shall be maintained, including access to the COUNTY's grievance and appeals process at any point in the process.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to request a State Fair Hearing.

D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

XXII. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by E-Mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,

transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Contract, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXIII. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.

c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.

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B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XXV. PARTICIPANT'S RIGHTS

A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff. Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily accessible to Participants to take without having to request the form or envelope.

B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant shall have access.

1. CONTRACTOR's grievance and appeals processes shall incorporate COUNTY's grievance, appeals, participants' rights, and/or utilization management guidelines and procedures. The participant has the right to utilize either or both grievance and appeals process(es) simultaneously in order to resolve their dissatisfaction.

C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to CONTRACTOR, file a grievance, file an appeal, and file a complaint.

XXVI. PAYMENT CARD COMPLIANCE

Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) business days of the commencement of any such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

XXVII. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such

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records shall include, but not be limited to, individual housing plans, case management plans and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each participant, the identity of the participant to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with County policies of reimbursement and GAAP.

B. CONTRACTOR shall implement and maintain acceptable administrative, technical and physical safeguards to ensure the privacy and security of health related and/or personally identifying information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of participant's health related and/or personally identifying information in possession of CONTRACTOR, CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized use or disclosure.

C. CONTRACTOR's participant records shall be maintained in a secure manner. CONTRACTOR shall maintain participant records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

G. CONTRACTOR may retain participant documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

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2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

XXVIII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Contract for the purpose of personal or professional research, or for publication.

XXIX. REVENUE

A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by persons other than individuals or groups eligible for services pursuant to this Contract.

XXX. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full force and effect, and to that extent the provisions of this Contract are severable.

XXXI. SPECIAL PROVISIONS

A. CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Making cash payments to intended recipients of services through this Contract.

2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.

5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.

6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Contract for the following purposes:

1. Funding travel or training (excluding program-related mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of Participant care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Contract.

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Participants outside of program Scope of Services.

XXXII. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the

relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXXIII. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or holiday may be performed on the next regular business day.

XXXIV. TERMINATION

A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence of any of the following events:

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services without cause.
3. The delegation or assignment of CONTRACTOR's services, operation or administration without the prior written consent of COUNTY.
4. The neglect by any licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
6. The continued incapacity of any licensed person to perform duties required pursuant to this Contract.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such licensed person from serving persons assisted pursuant to this Contract.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Contract is contingent upon the following:

a. The continued availability of federal, state and County funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Orange County Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term of the Contract.

E. In the event this Contract is terminated CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of Contract performance during the remaining Contract term.

3. Until the date of termination, continue to provide the same level of service required by this Contract.

4. If Participant's records are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent with Participant's best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

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9. Provide written notice of termination of services to each Participant being served under this Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

XXXV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Participants provided services pursuant to this Contract.

XXXVI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

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IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY

BY: DocuSigned by: Karen Williams 398ADBBB52A74AF... DATED: 1/21/2021

TITLE: President & CEO

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: DocuSigned by: Massoud Shamel 79055CA571A94F8... DATED: 1/22/2021

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO THE CONTRACT FOR PROVISION OF
COVD-19 VIRTUAL FRONT DOOR SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY
JANUARY 26, 2021 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Admission means documentation, by CONTRACTOR, of completion of the entry and program enrollment into HMIS.

2. Assist OC is an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds to landlords and utility companies for households who meet the eligibility criteria, as confirmed by vendor's case management staff. Assist OC also has robust analytics and reporting capabilities that will support the County's efforts in data reporting to the U.S. Department of the Treasury for the ERA Program.

3. Applicant means a household that is interested in receiving financial assistance from the ERA Program and is completing initial screening and intake at the Virtual Front Door with 211OC through an online portal or a call center representative. Applicants have not been confirmed as eligible Participants.

4. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for program participants. The CES covers the geographic area of the county and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services, and includes a comprehensive and standardized process used by all service providers in the Orange County's System of Care.

5. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

6. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Prevention Service Programs. The primary data collection system utilized is the Homeless Management Information System (HMIS). Additionally, the

CONTRACTOR may utilize additional Data Collection Systems such as Assist OC, an online application portal that facilitates direct financial payment assistance in the form of ACH transfers of funds.

7. ERA Program stands for Emergency Rental Assistance Program and is being administered by the U.S. Department of the Treasure to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic.

8. Homeless Management Information System (HMIS): A database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

9. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Applicants contacting the Virtual Front Door. This may include information to access community health clinics, food pantries, support groups, etc.

10. Intake means the initial meeting between a Participant and CONTRACTOR's staff and includes an evaluation to determine if the Participant meets program criteria and is willing to seek services.

11. Participant means an individual, family or household, referred by the Virtual Front Door or enrolled in CONTRACTOR's program for services under the Agreement, who are unable to pay rent and utilities due to the COVID-19 pandemic.

12. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

13. Referral means providing the effective connection of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has linkage to with the referred service.

14. Service Planning Areas (SPA): The Three geographic areas of Orange County (North, Central and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness. Reference Attachment for map of the Orange County SPAs.

15. Virtual Front Door will be managed by 2-1-1 Orange County and will be comprised of call center staffing and an online web portal to complete initial screening and intake prior to referral to the CONTRACTOR. Information collected through the Virtual Front Door will be entered into HMIS and be shared with the CONTRACTOR for efficiencies in the process. Additionally, the Virtual Front Door will provide Information and referral Services to address other needs the Applicant may need.

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16. U.S. Department of the Treasury is a department of the federal government that manages federal finances by collecting taxes and paying bills and also managing currency, government accounts and public debt. Additionally, the U.S. Department of the Treasure is administering the ERA Program.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	TOTAL
INDIRECT COSTS	$57,915
PROGRAM COSTS	
Salaries	$307,870
Benefits	52,338
Services & Supplies	43,900
Subcontractors	66,516
Start-up Costs	50,613
SUBTOTAL PROGRAM COSTS	$521,237
TOTAL GROSS COSTS	$579,152
REVENUE	
TOTAL REVENUE	$579,152
TOTAL MAXIMUM OBLIGATION	$579,152

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.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $96,586 per month for Period One. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days

after receipt of the correctly completed invoice.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the

end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested, and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days' notice if such additional reports are required, and shall explain any procedures for reporting the required information.

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, elopement or absence without leave, serious injury, death, criminal behavior including arrests with or without conviction, positive test results for substance abuse from urine screenings, or any other incident which may expose COUNTY or CONTRACTOR to liability.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The U.S. Department of Treasury is administering the Emergency Rental Assistance (ERA) Program that makes available $25 billion to assist household that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes with populations of more than 2,000 persons. Grantees must use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. The County of Orange is expected to be awarded approximately $66 million to provide ERA Program to the residents of Orange County. The Cities of Anaheim, Santa Ana, and Irvine will also be awarded funding under the ERA Program. As such, Applicants interested in accessing ERA Program who reside in the Cities of Anaheim, Santa Ana, and Irvine must be redirected to those cities' application process.

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b. The purpose of this Contract is for the CONTRACTOR to operate a Virtual Front Door in support of the COUNTY's implementation of the ERA Program with three other contractors in each SPA.

2. Program Description Summary

a. The Virtual Front Door will serve as a centralized access point for residents of Orange County, excluding the cities of Anaheim, Santa Ana and Irvine, who are interested in receiving financial assistance from the ERA Program and is completing initial screening and intake. The Virtual Front Door will collect eligibility information to facilitate handoff to the regional provider of the ERA Program in each SPA. The Virtual Front Door will comply with privacy and confidentiality standards as it collects and PII from Applicants and have appropriate safeguards in place for the exchange of information over the internet to meet adequate security and encryption standards.

b. Additional HMIS Services and Support will facilitate the exchange of data and supporting forms collected through the Virtual Front Door into HMIS for the implementation of the ERA Program and will support with the data analysis and reporting to the U.S. Department of the Treasure for the ERA Program.

3. Eligible Population to be Served

a. The CONTRACTOR is to field calls and inquiries from all residents in Orange County who access the online portal or call 2-1-1. The CONTRACTOR is to assist Applicant in determining whether they are an "eligible household" as defined by the U.S. Department of the Treasury to access the ERA Program.

b. Eligible households are defined as a renter household in which at least one or more individuals meets the following criteria:

i. Qualified for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;

ii. Demonstrates a risk of experiencing homelessness or housing instability; and

iii. Has a household income at or below 80 percent of the area median income. Reference Attachment or the Area median income in Orange County as calculated and published by the State of California Department of Housing and Community Development on April 30, 2020.

c. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

d. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.

e. Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every three (3) months.

4. Use of Funds

a. The funds allocated to the CONTRACTOR through this Contract will support Staffing and Operation Cost related to the implementation of the Virtual Front Door.

b. The PROGRAM will also promote connections to service providers, increased housing stability and increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants at-risk of experiencing homelessness make connections to supportive services and stable housing.

B. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Sunday, in accordance with COUNTY's regularly scheduled service hours and holidays.

b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

c. Operate the PROGRAM to include flexibilities to meet with eligible Applicants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. Have a 24-hour contact available to PROGRAM staff for emergency purposes and communication policies and procedures in place to notify the COUNTY as appropriate.

e. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.

2. Administrative Management Tasks – CONTRACTOR shall:

a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM by being responsive to the needs of the households eligible for services.

b. Operate, maintain, coordinate and staff the resources of the PROGRAM.

c. Coordinate with COUNTY agencies to provide appropriate supportive services to program participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

d. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as ERA Program operations meetings, as necessary and appropriate.

e. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. Virtual Front Door Operations – CONTRACTOR shall:

a. Develop and maintain an online portal that will allow Applicants to self-administer the initial screening and self-enroll into the ERA Program with the director of the COUNTY. The screening forms on the online portal will include conditional logic that will be able to make let Applicants know if they are ineligible for the ERA Program or if additional information is needed to be collected. The ERA program will include the receipt and storage of online portal will also have the capabilities to receive

and store uploaded supporting forms (i.e., proof of rental arrears, past due utility bills, photo identification card, lease, unemployment confirmation, etc.) the Applicants in support of the initial screening and intake.

b. Increased Call Center staffing to answer questions about the ERA Program and assist Applicants in submitting completing the initial screening and intake. The Call Center will support Applicants who are unable to access online portal due to lack or limited internet access or familiarity with technology. Additionally, the Call Center will be staffed with specially trained information and referral specialist who can provide assistance in a broad spectrum of languages.

Call Center staff shall be culturally competent and able to handle callers from a variety of languages and cultural backgrounds. If staff cannot speak the requested language, translation services shall be used whenever possible. Applicants with other needs described during the call with receive additional information and referrals, such as access to food pantries, housing, clothing, workforce development, support groups, child development assessment and safety resources, healthcare access, substance abuse assessments and treatment services and other necessary social service supports.

c. Follow up with Applicants who have not completed the entire screening form or uploaded the supporting forms. This may be accomplished through outbound calls and utilizing two-way texting through the use of a designated six digit texting number such as 898211, and emailing via ERA@211oc.org.

d. Work with community agencies, faith-based organizations and other stakeholders to promote further awareness of the ERA Program via development of an outreach campaign.

e. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any PII from any Applicant outside of facilitating the ERA program.

4. Additional HMIS Services and Support – CONTRACTOR shall:

a. Create custom fields and reports in the OC HMIS in support of the ERA Program

b. Import the data gather from the online portal to crease HMIS client records and send referrals to the regional providers of the ERA Program for subsequent eligibility verification, case management, and housing stabilization services to be provided.

c. Coordinate with the regional providers for data exports of confirmed Participants to OC United Way for integration into the Assist OC. HMIS data exports to be in a format and frequency mutually agreed between CONTRACTOR and OC United Way.

d. Support the data analytics and reporting requirements of the ERA Program, including the creation of data dashboard reports at the direction of the COUNTY. At the direction of the COUNTY, provide aggregate data for the purposes of ERA Program administration, technical support, and program compliance.

e. Direct all data inquiries for the ERA Program to the COUNTY and assist in fulfilling data inquires as approved by the COUNTY.

f. Pay for additional HMIS user licenses that are needed to support the ERA Program. This includes HMIS User licenses to be utilized by the CONTRACTOR staff and/or the regional providers of the ERA Program. County will reimburse for any out of pocket expense incurred, not to exceed 60 licenses

E. FILE MAINTENANCE AND DOCUMENTATION

1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.

2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

3. Records providing a full description of each activity undertaken.

4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.

7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

C. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this contract.

a. 90 percent of calls for the ERA Program are answered in 15 minutes via live or routed to an interactive voice response message..

b. The abandoned call rate for the ERA Program is less than 15 percent

c. Caller satisfaction for the ERA Program is 90 percent or higher.

d. These metrics will be reviewed by both parties after 30 days and adjusted as needed.

2. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein, as determined by COUNTY, will constitute non-compliance with this Contract for which COUNTY may immediately terminate the Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within

the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.

3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to Operator.

D. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance as it related to participant data, program linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect client-level data

2. CONTRACTOR required to summit reporting at regular intervals to HCA that details the following:

a. Number of households that inquire for the ERA Program by SPA;

b. Number of households redirected to the ERA Programs being implemented by the Cities of Anaheim, Irvine and Santa Ana;

c. Number of households that 211OC staff assist in completing the initial application process by SPA;

d. Number of eligible households that are determined eligible and referred to regional providers;

e. Additional information on the types of information and referral information to callers that are seeking ERA Program;

f. Quality assurance and caller satisfaction for the ERA Program; and

g. Visits received from unique internet protocol address to the ERA Program website.

3. CONTRACTOR as the HMIS lead will support regional providers of the ERA Program in developing an HMIS report that aims to include the following data elements:

a. Number of eligible households that receive assistance;

b. Composition of the households – demographics, size and type;

c. Acceptance rate of applicants for assistance;

d. Types of assistance provided to each household;

e. Financial assistance expenditures;

f. Average amount of funding provided per household;

g. Incomes of eligible household by income tier – less than or equal to 30 percent AMI, between 30 to 50 percent AMI, between 50 to 80 percent AMI;

h. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and

i. Number of participants exits and exit types.

VI. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to this PROGRAM;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting;
4. Maintain appropriate staffing levels;
5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
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, 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.

PROGRAM	FTEs
# OF CONTRACT CENTER SPECIALIST	7.00
SUPERVISOR	2.00
PROGRAM MANAGER	1.00
DIR. OUTREACH	0.50
VOLUNTEER SUPERVISOR	1.00
VOLUNTEER COORDINATORS	3.00
HMIS DATA/OPS	1.00
REPORTS	0.50
HR HIRING	.50
HMIS DATA/UPLOAD	1.00
COORDINATOR/UNITED WAY INFO	1.00
SUBTOTAL PROGRAM	18.50

SUBCONTRACTOR	
TEMPORARY STAFF	8.00
SUBTOTAL SUBCONTRACTOR	8.00
TOTAL FTEs	26.50

C. 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.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B
TO THE CONTRACT FOR PROVISION OF
COVD-19 VIRTUAL FRONT DOOR SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY
JANUARY 26, 2021 THROUGH JUNE 30, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores Pl.

B. TERMS OF CONTRACT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Exhibit B to the Contract; and

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2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Contract between the SSA and the California Health and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI

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and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit B to the Contract.

i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

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EXHIBIT C
TO THE CONTRACT FOR PROVISION OF
COVID-19 VIRTUAL FRONT DOOR SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PEOPLE FOR IRVINE COMMUNITY HEALTH DBA 2-1-1 ORANGE COUNTY
JANUARY 26, 2021 THROUGH JUNE 30, 2021

I. CERTIFICATION REGARDING ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, People for Irvine Community Health DBA 2-1-1 Orange County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In

addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

Contract Summary Form

Homeless Prevention Services- North SPA

Fullerton Interfaith Emergency Services

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Administration	
Salaries & Benefits	$166,710
Services and Supplies	$71,600
Professional Services Cost	$15,086
Indirect Costs	$181,104
Administration Subtotal	$434,500
Program	
Salaries & Benefits	$996,500
Rental Assistance Costs	$20,700,000
Subcontractors	507,000
Program Subtotal	$22,203,500
TOTAL	$22,638,000

Contract Summary Form

Homeless Prevention Services- Central SPA

Volunteers of America Los Angeles

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Administration	
Salaries & Benefits	$282,696
Administration Subtotal	$282,696
Program	
Salaries & Benefits	$1,509,250
Services & Supplies	$381,810
Rental Assistance Costs	$26,558,505
Subcontractors	$187,000
Program Subtotal	$28,636,565
TOTAL	$28,919,261

Contract Summary Form

Homeless Prevention Services- South SPA

Family Assistance Ministries

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Program	
Salaries & Benefits	$462,001.15
Services & Supplies	$176,441
Rental Assistance Costs	$11,806,188.40
Subcontractors	$408,374.43
TOTAL	$12,853,005

Contract Summary Form

COVID-19 Virtual Front Door Services

People of Irvine Community Health DBA 2-1-1 Orange County

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Administration	
Indirect Costs	$57,915
Program	
Salaries	$307,870
Benefits	$52,338
Services & Supplies	$43,900
Subcontractors	$66,516
Start-Up Costs	$50,613
Program Subtotal	$521,237
TOTAL	$579,152

RFP: COVID-19 Homeless and Prevention Response Services
RFP # 042-C029255-BD
Final Scoring Summary

	E1	E2	E3	TOTAL SCORE	AVERAGE SCORE
BIDDERS					
WISEPlace- Central	68.14	66.28	68.14	**202.56**	**67.52**
Volunteers of America Los Angeles- Central	85.44	76.12	87.26	**248.82**	**82.94**
The Illumination Foundation- North	75.02	71.26	76.32	**222.60**	**74.20**
Access California Services	57.58	52.84	56.44	**166.86**	**55.62**
Interval House- Central	80.34	80.90	80.64	**241.88**	**80.63**
Interval House- North	88.96	80.90	93.26	**263.12**	**87.71**
FIES- Pathways of Hope- North	82.02	76.50	78.82	**237.34**	**79.11**
Family Assistance Ministries- South	59.88	57.88	59.88	**177.64**	**59.21**
Community Action Partnership- North	60.30	56.04	60.50	**176.84**	**58.95**

OCProcurement

Sole Source Request Form
Instruction Sheet

COUNTY POLICY ON SOLE SOURCE CONTRACTS:

It is the policy of the County of Orange to solicit competitive bids and proposals for its procurement requirements. Per the Contract Policy Manual, a sole source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the County's requirements, CPM section 4.5. All sole source purchases requiring Board of Supervisors approval shall be justified as meeting the sole source standard in the Agenda Staff Report. The Agenda Staff Report shall clearly state that it is a sole source procurement. The Sole Source Justification, as described below, shall be attached within the Agenda Staff Report (CPM, Section 4.5)

SECTION I – INSTRUCTIONS FOR COMPLETING THE ATTACHED FORM
(To be completed by the department's end-user, Program Manager, or Subject Matter Expert)

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.

2. A written justification will be prepared by the department and approved by the department head or designee.

3. Prior to execution of a contract, the County Procurement Officer or designee shall approve ALL sole source requests for commodities that exceed $250,000 annually, services exceeding $75,000 annually and all Board contracts despite the amount. Board approval is required for all sole source contracts for commodities that exceed $250,000 annually and services exceeding $75,000 annually or a two (2) year consecutive term, regardless of the contract amount. Any amendments to Board approved sole source contracts require a new sole source form.

4. If vendor is a retired, former Orange County employee, CEO Human Resource Services shall approve the sole source request, regardless of the sole source amount.

5. Valid sole source requests will contain strong technological and/or programmatic justifications. Requests will explain how it is a sole source purchase, provide a clear and convincing justification and detail the purchasing history (who, what, when, how and where).

6. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.

7. Sole source requests for Human Service contracts will be guided by the regulations of the funding source.

8. Each question in Section II of this form must be answered in detail and the form signed by the department head with concurrence of the Deputy Purchasing Agent.

9. All sole source request forms must be entered into the County's online bidding system along with its supporting documentation.

10. The Deputy Purchasing Agent (DPA) shall retain a copy of the justification/approval as part of the contract file.

11. Request for Solicitation Exemption *(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County)* – check the Solicitation Exemption box and complete additional question no 8.

OCProcurement

Sole Source Request Form

Sole Source Bidsync #042-C032701-BD-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency/Procurement & Contract Services		Date: 1/21/2021
Vendor Name: People for Irvine Community Health dba 2-1-1 Orange County		Sole Source BidSync Number: 042-C032701-BD-SS
Is the above named vendor a retired employee of the County of Orange? ☐ Yes ☒ No **If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.**		
Contract Term (Dates): February 1, 2021 – June 30, 2021	Is Agreement Grant Funded? Percent Funded: 100% ☒ Yes ☐ No Funding Source: Emergency Rental Assistance Program	Proprietary? ☐ Yes ☒ No
Contract Amount? $579,152		Is this renewable? If yes, how many years? Yes, this is renewable for one renewable six month period.
Type of Request: ☒ New ☐ Multi-Year ☐ Renewal ☐ Amendment ☐ Increase		
Renewal Year: July 1, 2021 – December 31, 2021		Did vendor provide a sole source affidavit? ☐ Yes ☒ No If yes, please attach
Board Date: 1/26/2021	ASR Number: 21-000026	If not scheduled to go to the Board explain why?
Does Contract include Non-Standard Language? If yes, explain in detail. No, the contract does not include non-standard language.		
Was Contract Approved by Risk Mgmt.? No, the contract includes standard insurance language.		Was Contract Approved by County Counsel? County Counsel review pending.
Were any exceptions taken? If yes, explain in detail. No exceptions were taken.		
☒ DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.		
☐ Solicitation Exemption *(For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)*		

OCProcurement

Sole Source Request Form

Sole Source Bidsync #042-C032701-BD-SS

SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.)* **Attach additional sheet if necessary.**

   This is a human services contract.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.)* **Attach additional sheet if necessary.**

   People for Irvine Community Health dba 2-1-1 Orange County (211OC) provides the mandated community/ publicly accessible 2-1-1 call center operating 24 hours a day, 7 days a week for persons in need to obtain information about health and social services in Orange County. 211OC serves people in all of Orange County and connects the persons to the services they need. This process often requires that 211OC conduct a preliminary screening to confirm eligibility for available programs and collect personal identifying information to facilitate a referral for services. 211OC also partners with sister organizations like 2-1-1 San Diego and 2-1-1 Los Angeles, as necessary, to best support all callers. Additionally, 211OC operates the Homeless Management Information System (HMIS) in Orange County that functions as case management software that homeless service providers utilize for the provision of services and operations of programs.

   The OC Health Care Agency will be contracting with 211OC to augment the 2-1-1 call center capacity to support with the implementation of the Emergency Rental Assistance (ERA) program that the County will be launching. The funding in the contract will be utilized to support general operations and personnel that will establish a virtual front door.

   211OC will increase its call center staffing capacity to conduct a preliminary screening for the ERA Program and collect eligibility information to facilitate a handoff to the regional provider in each SPA. The eligibility screening can be done independently through the 211OC Web portal or with support of 211OC by phone for those who are unable to submit their applications directly on the web portal. Information collected will be entered into HMIS to ensure efficiencies in the process. In the instance that a household is living in one of the cities administering an ERA program (Anaheim, Santa Ana or Irvine) the household will be referred to that City's application process. 211OC staff will support the household through the initial application process via telephone, two-way texting and email, and scheduling appointments for subsequent follow up. Participants will be able to upload their supporting forms, i.e.. Photo Identification, Lease, Unemployment Confirmation, etc. through this Virtual Front Door and Online Portal. Applicant households are able to take photos and text or email them in their application to expedite their eligibility screening.

3. **Explain why the recommended vendor is <u>the only one capable of providing the required services and/or commodities</u>. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)* **Attach additional sheet if necessary.**

211OC is the only comprehensive information and referral call center in Orange County and the regions only call center designated by the California Public Utilities Commission to provide health and human non-emergency information and referrals via the 2-1-1 telephone number. The Public Utilities Commission of the State of California passed a resolution certifying 211OC as the service provider for Orange County and authorized the utilization of the 2-1-1 abbreviated dialing code to provide information and referral services concerning housing assistance, programs to assist with rental arrears and past due utilities and home energy costs, food assistance and other less urgent situations not current addressed by either calling 9-1-1 or 3-1-1 services to all of Orange County. 211OC provides critical health and human services and supports the dissemination of information to all Orange County residents in need of supportive services in light of the impacts of the COVID-19 pandemic.

Additionally, 211OC is the only contracted provider by the U.S. Department of Housing and Urban Development (HUD) to implement and operate the HMIS for Orange County and has been designed by the Orange County Continuum of Care as the lead agency for HMIS. As such, 211OC's unique contribution in regard to HMIS cannot be replicated. As the county's designated 2-1-1 Call Center, 211OC is positioned to provide the virtual front door and online portal to facilitate access into the ERA Program. The virtual front door and the online portal will ease the burden off regional providers in answering questions and conducting preliminary screenings to confirm ERA Program eligibility. Given the need for coordination between the 2-1-1 Call Center and the Regional Providers implementing the ERA program, HMIS will be utilized to collect needed information from applicant households and streamline the process to receive financial assistance.

4. **How does recommended vendor's prices or fees compare to the general market?**
   Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

   There is no other agency on Orange County that can provide that unique technical expertise for the logistical support for the ERA Program. 211OC is the only nonprofit agency in the region contracted with HUD to implement HMIS. Therefore, no other vendor has comparable services or pricing available.

5. **If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.**

   If 211OC were not available, the HCA would need to contract will multiple organizations to develop the level of call center infrastructure that 211OC has established. Additionally, there would be a need for increased coordination and collaboration to facilitate access to the ERA Program.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

   People for Irvine Community Health dba 2-1-1 Orange County (211OC) merged with the OC Partnership in 2013. 211OC continue to operate under the People for Irvine Community Health dba 2-1-1 Orange County. No litigation, judgments, etc. in the last seven years were recorded other than on employee suit that was dismissed and never went to could as it was settled by their insurance company.

7. **If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? ☐ Yes ☒ No**

   If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

8. **Explain (in detail) why a request for Solicitation Exemption is needed.** *(Only applicable for Solicitation Exemption)*
   Attach additional sheet if necessary.

OCProcurement

Sole Source Request Form

Sole Source Bidsync #042-C032701-BD-SS

SECTION IV – AUTHOR/REQUESTOR

Signature:	Print Name:	Date:
DocuSigned by: Zulima Lundy 7BCA567EE409420...	Zulima Lundy	1/21/2021

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
DocuSigned by: Brittany Davis CBA8D85B77D2461...	Brittany Davis	1/21/2021

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:	Print Name:	Date:
DocuSigned by: Anna Peters F5ECD6B5CB4742B...	Anna Peters	1/21/2021

SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed $250,000, Capitol Assets and services exceeding $75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:	
Comments:	
CPO: ☐Approved ☐Denied	CFO: ☐Approved ☐Denied
CPO Authorized Signature: **Date:**	**CFO Authorized Signature:** **Date:**

Attachment I

Periscope Source

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Need assistance?
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Home Search Source Contracts Purchasing Tools

Release Bid Workflow

```
Name:   Brittany M Davis
Phone:  714-834-5326
Email:  bdavis@ochca.com
Status: Submitter  Jan 21, 2021 1:35:39 PM PST
```

Bid Information

Bid Number:
042-C032701-BD-SS

Bid Title:
Sole Source For Call Center Homeless Prevention Services

Status

Status:
Approved

View Workflow History

Close

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 1
January 26, 2021

MEMORANDUM

January 19, 2021

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, January 26, 2021, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *M.H./Solano v. County of Orange*,
> Case Number: 8:19-CV-00549-JVS-ADS
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

County Executive Office

Memorandum

2021 JAN 21 PM 5:02

January 21, 2021

To: Robin Stieler, Clerk of the Board

From: Frank Kim, County Executive Officer

Subject: Request for Closed Session on January 26, 2021

SCS2

Accordingly, please prepare the Agenda item to read:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR – County Executive Office requests a Closed Session pursuant to Government Code Section 54956.8, to confer with its real property negotiator.

Property Location:	Mile Square Golf Course, 10401 Warner Ave, Fountain Valley, CA 92708.
County Negotiator:	Thomas A. Miller, Chief Real Estate Officer
Negotiating Party:	Mile Square Golf Course
Under Negotiation:	Compliance with Terms of Lease

Recommended Action: Conduct Closed Session

cc: Members, Board of Supervisors
Chief Executives
Leon Page, County Counsel

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-3

MEMORANDUM

January 22, 2021

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session to be held on Tuesday, January 26, 2021, for the Board to consider the initiation of litigation pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL –
> ANTICIPATED LITIGATION – INITIATION OF LITIGATION
> pursuant to Government Code section 54956.9(d)(4).
> Number of Cases: One Case(s).
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:nr

cc: Members of the Board of Supervisors
Frank Kim, CEO