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.

April 9, 2019

PRESENTATION (9:00 A.M.)

Vice Chair Steel will be presenting a resolution proclaiming April 16, 2019 as “National Education and Sharing Day in Orange County”

DISCUSSION

10. Revised Title to read: Health Care Agency - Approve Behavioral Health System Transformation Innovation proposal, 5/24/19 - 5/23/21, 5/23/22 ($15,000,000 $18,000,000) - All Districts

20. Revised Title to read: County Executive Office - Approve grant applications/awards submitted by Sheriff-Coroner and OC Community Resources and ratify grant applications/awards submitted by Health Care Agency in 4/9/19 grant report and other actions as recommended; and adopt resolution authorizing OC Community Resources Director or designee to accept California Emergency Solutions and Housing grant and execute standard agreement, any subsequent amendments and related documents to the program - All Districts

22. Continued to 5/21/19, 9:30 a.m.

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

Items: 10 and 20

Supplemental Item(s)

S22A. OC Community Resources - Approve contracts with Mercy House Living Center, North Service Planning Area ($673,219), Kingdom Causes Inc. dba city Net, Central Service Planning Area ($983,556), Friendship Shelter, Inc., South Service Planning Area ($216,843), 5/1/19 - 6/30/20 for State funded Housing and Disability Income Advocacy Program services; approve MOU between Social Services Agency and OC Community Resources; authorize OC Community Resources Director or designee to designate administrative service costs to OC Community Resources ($274,033); and authorize Director or designee to exercise cost contingency not to exceed 10% under certain conditions and execute contracts and MOU - All Districts

S22B. OC Community Resources - Commission to End Homelessness - Appoint Paul Wyatt, Dana Point; Theresa Murphy, Los Alamitos; Scott Stiles, Garden Grove and Teresa Smith, Orange, for terms ending 8/28/20; and appoint Matt Bates, Azusa and Jeanne Awrey, Rancho Santa Margarita, for terms ending 8/28/21 - All Districts

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Document last updated: 4/9/2019 7:02 AM
S22C. **Probation** - Approve contract MA-057-19011103 with Prado Family Shooting Range for use of facilities for firearms training, term ending 4/8/22 ($150,000); authorize Chief Probation Officer or designee to execute contract; and make California Environmental Quality Act and other findings - All Districts

S22D. **Sheriff-Coroner** - Approve contract MA-060-19011262 with Rapid Technologies, Inc. for BMC Remedy Action Request System Upgrade and Service Management Suite Implementation Project, two year term ($782,520); renewable for three additional one-year terms; and authorize County Procurement Officer or authorized Deputy to execute contract - All Districts

SCS1. **County Executive Office** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Tom Hatch
Employee Organizations: Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), United Domestic Workers of America (UDWA), and other non-represented employees
RE: Terms and conditions of employment

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Revision to ASR and/or Attachments

Date: 04/03/2019
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Richard Sanchez, Agency Director, Health Care Agency
Re: ASR Control #: 19-000272, Meeting Date 04/09/19, Agenda Item No. # 10
Subject: Behavioral Health System Transformation Innovation Proposal

Explanation: The Health Care Agency would like to update the following:

☐ Revised Recommended Action(s)

- Approve the Behavioral Health System Transformation Innovation proposal for a total of $15,000,000 - $18,000,000 for the period of May 24, 2019, through May 23, 2022.

☐ Make modifications to the:

☐ Subject ☑ Background Information ☐ Summary

Annual Cost:

- FY 2018-19 $1,000,000
- FY 2019-20 $9,000,000
- FY 2020-21 $5,000,000
- FY 2021-22 $3,000,000

☐ Revised Attachments (attach copy of revised attachment(s))

| Attachment A – Behavioral Health System Transformation Innovation Proposal |
INNOVATIVE PROJECT PLAN

**COMPLETE APPLICATION CHECKLIST**

Innovation (INN) Project Application Packets submitted for approval by the MHSOAC should include the following prior to being scheduled before the Commission:

- ☒ Final INN Project Plan with any relevant supplemental documents and examples: program flow-chart or logic model. Budget should be consistent with what has (or will be) presented to Board of Supervisors. (Refer to CCR Title9, Sections 3910-3935 for Innovation Regulations and Requirements)

<table>
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<tr>
<td>Final INN Project Plan with any relevant supplemental documents and</td>
<td>March 27, 2019</td>
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<td>examples: program flow-chart or logic model. Budget should be</td>
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<td>consistent with what has (or will be) presented to Board of</td>
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<td>Supervisors. (Refer to CCR Title9, Sections 3910-3935 for</td>
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<td>Innovation Regulations and Requirements)</td>
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- ☒ Local Mental Health Board approval                                | March 27, 2019              |

- ☒ Completed 30 day public comment period                            | March 27, 2019              |
  Comment Period: Feb 15, 2019 – March 17, 2019

- ☒ BOS approval date                                                | April 9, 2019               |

If County has not presented before BOS, please indicate date when presentation to BOS will be scheduled: ______________________

*Note: For those Counties that require INN approval from MHSOAC prior to their county’s BOS approval, the MHSOAC may issue contingency approvals for INN projects pending BOS approval on a case-by-case basis.*

Desired Presentation Date for Commission: May 23, 2019

*Note: Date requested above is not guaranteed until MHSOAC staff verifies all requirements have been met.*
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Section 1: Innovations Regulations Requirement Categories

General Requirement
The proposed project:

☒ Introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention

Primary Purpose
The proposed project:

☒ Promotes interagency and community collaboration related to Mental Health Services or supports or outcomes

Section 2: Project Overview

Primary Problem
What primary problem or challenge are you trying to address? Please provide a brief narrative summary of the challenge or problem that you have identified and why it is important to solve for your community. Describe what led to the development of the idea for your INN project and the reasons that you have prioritized this project over alternative challenges identified in your county.

Orange County consumers, family members, and providers have identified several barriers to accessing needed behavioral health services. In particular, local community planning efforts from 2016 to present have repeatedly identified the following needs, gaps and challenges to providing client-centered/quality-driven care:

- Many diverse communities (i.e., Veterans, LBGTQ, deaf and hard of hearing, monolingual communities, ethnic communities, etc.) remain unserved or underserved because the consumer must engage with a provider based on their approved insurance network rather than their cultural needs and preferences. By continuing to prioritize the approved payer source over person-centered needs, many traditionally
unserved and under-served communities will remain marginalized from behavioral health services.

- Individuals who are not familiar with behavioral health systems often are unable to identify needed services without guidance because available resource directories largely tend to be outdated and/or incomplete with regard to program listings or information. Effective system navigation is further complicated when individuals and/or their families are eligible for services that are offered outside of their insurance plan as the overwhelming majority of individuals do not know how to navigate both public and private behavioral health systems.

- While it is well documented that peers provide effective assistance with engaging in needed treatment, their focus tends to be on services that fall within the health plan that has hired them. As a result, clients and families may be missing other valuable resources available within the County, especially when they span the public and private system.

- Families and other county stakeholders have expressed concern that program reporting focuses on quantity-based measures such as numbers served or units of service provided, rather than on quality-focused performance outcomes that evaluate the impact the services had on improving the consumer’s life. This disconnect between consumer values and system focus stems, in part, from current standards in contract development and monitoring that emphasize the quantity and timeliness of access to services, rather than their impact on improving lives.

One of the most significant underlying barriers to addressing the above challenges involves the siloed public and private behavioral health systems. As a result, people too often don’t get the right care at the right time and face obstacles on knowing where to turn for care, identifying what is available to them, and figuring out how to pay for services that fall outside of their existing health plan, if they have one. Orange County stakeholders have identified the need for a partnership between public and private health care organizations that can work together to build a culturally responsive and inclusive system that allows everyone to get the behavioral health care they need, at the right time and the right place, no matter who is paying.

**Proposed Project**

Describe the INN Project you are proposing. Include sufficient details that ensures the identified problem and potential solutions are clear. In this section, you may wish to identify how you plan to implement the project, the relevant participants/roles within the project, what participants will typically experience, and any other key activities associated with development and implementation.

A) Provide a brief narrative overview description of the proposed project.

B) Identify which of the three project general requirements specified above [per CCR, Title 9, Sect. 3910(a)] the project will implement.

C) Briefly explain how you have determined that your selected approach is appropriate. For example, if you intend to apply an approach from outside the mental health field, briefly describe how the practice has been historically applied.
D) Estimate the number of individuals expected to be served annually and how you arrived at this number.
E) Describe the population to be served, including relevant demographic information (age, gender identity, race, ethnicity, sexual orientation, and/or language used to communicate).

**Narrative**

The Behavioral Health System Transformation Innovation project is aligned with two other existing efforts to create a Wellness Campus in Orange County. A brief historical background of these separate yet related activities (i.e., Site Development, Clinic Operations), is critical to understanding the proposed Innovation project and is provided below (see Figure 1).

![Figure 1. Phases that will create the Wellness Campus.](image)

**Brief Background on Site Development and Clinic Operations.** In 2016, the Orange County Health Care Agency (HCA) developed a strategic plan to create a campus modeled after Haven for Hope in San Antonio, Texas, and designed to a behavioral health campus that would provide co-located services for Orange County MediCal beneficiaries experiencing a mental health or substance use disorder crisis. Around this time, a coalition of faith-based communities, hospitals, community-based mental health organizations, County agencies including HCA and other stakeholders, convened and formed what is now known as Be Well. Be Well embarked on a mission to positively impact mental health and well-being for all residents in Orange County regardless of their insurance status or type. HCA and Be Well ultimately combined their efforts and expanded the scope of the campus to serve anyone in Orange County experiencing a behavioral health crisis regardless of insurance status (i.e., insured, uninsured) or type (private, public). In 2017, HCA purchased a site using Mental Health Services Act (MHSA) Capital Facilities and Technological Needs (CFTN) funds and collaborated with Be Well to create a blueprint for the Wellness Campus and its services. In early 2019, the HCA, CalOptima and local hospitals contributed funds toward the construction of the Wellness Campus; and HCA and Be Well collaborated with
officials of the city in which the Wellness Campus will be located on the type of services that will be provided in the first phase of clinic operations. It is anticipated that construction will conclude and clinical services will begin around December 2020.

Figure 2. Mock-up of the Wellness Campus

**Innovative Systems Change Proposal.** The focus of this proposal is the Behavioral Health System Transformation project, depicted as the third phase in Figure 1. The project will utilize the Wellness Campus as an incubator to introduce a new practice or approach to the overall mental health system and test the feasibility of the identified model. As such, this project will be embedded within the Wellness Campus.

The vision of the Behavioral Health System Transformation project is to create a system that serves all Orange County residents, regardless of payer source. Achieving this vision will require system transformation and alignment at the local and State level, blending public and private behavioral health systems and altering the current methods of service delivery. To be successful, a system-level change of this magnitude first requires developing the infrastructure necessary to support, any proposed strategies for system transformation. Thus, through this current proposal, Orange County will explore the feasibility of five interwoven components: two which focus on transforming a county’s approach to doing business and three which focus on unique ways of enhancing the consumer’s experience of behavioral health services.

**Business Change: Performance- & Value-Based Contracting (PB/VBC)**

- Establish new contracting standards based on client outcomes
- Incentivize achieving client outcomes

This component proposes to develop provider contracts that pay for achieving meaningful client, clinical, and administrative outcomes. Planning and development activities will focus on finding ways to transform the traditional county procurement and contracting process so that it pays for service quality and improved client outcomes rather than units of service. The development of this component will involve extensive community planning with local stakeholders, such as consumers and family members, as well as County contract administrators and the Department of Health Care Services (DHCS). It is anticipated that the Request for Proposals (RFP) and contracts developed under this new method will be
executed to coincide with the start of the clinical operations. As such, this component will have an aggressive timeline to establish this goal.

The deliverables for this component will focus on how to change the traditional County way of contracting for behavioral health services and will include, but not be limited to:

- Meetings with DHCS
- Development of methods for contract development
- Local community planning meetings to identify community values and operationalize preferred performance outcomes standards
- Progress updates to the Mental Health Services Oversight and Accountability Commission (MHSOAC)
- Technical assistance to local providers as needed, to prepare them for new contracting standards
- Execution of RFPs and contracts
- Development of the scope, budget and evaluation plan for an innovation implementation proposal for which, upon completion of this current project, Orange County will return to the MHSOAC for approval

**Business Change: OC Community External Quality Review Organization (OC-EQRO)**

This component proposes to identify and develop a model that will monitor the ability of providers to meet the new contracting standards, promote continuous quality improvement that assists providers in being able to remain focused on providing person-centered quality care, and determine whether the new way of structuring contracts does, in fact, promote improvement in meaningful consumer outcomes. The development of metrics and standards used by the local EQRO will involve consumers, family members and DHCS, and will factor in different regulatory requirements faced by the various health plans. It is anticipated that the standards and metrics will be established prior to opening of the Wellness Campus, to coincide with the start of clinical operations.

The deliverables for this component will focus on determining whether the new way of contracting for behavioral health services “works” with regard to improving meaningful consumer outcomes and will include but not be limited to:

- Meetings with DHCS
- Outlining methods for contract monitoring
- Local community planning meetings
- Establishing provider standards and desired metrics
- Progress updates to the MHSOAC
• Development of the scope, budget and evaluation plan for an innovation implementation proposal for which, upon completion of this current project, Orange County will return to the MHSOAC for approval

**Consumer Enhancement: Cross-System Peer & Fiscal Navigation**

This component proposes to establish roles, responsibilities, training and staffing pattern for peer and fiscal navigators who will be located within the Wellness Campus. Peer Navigators will include individuals with lived experience and knowledge of public and private behavioral health systems. The inclusion of peers from the private system is a unique feature of this proposal, as peers are typically associated with the public behavioral health services. The need for navigation assistance will only be increased in a shared public-private service model. Peers encourage resiliency, wellness and self-management of health and behavioral health both while at the Wellness Campus and while integrating into the community. In addition, this component proposes to include fiscal navigators to assist with billing and financial information. This support to clients and their families, especially during crises, will help them access appropriate care and offer financial/billing support for services received in this shared behavioral health care system. It is anticipated that the roles, responsibilities and training for peer and fiscal navigators is established prior to opening of the Wellness Campus, to coincide with the start of clinical operations.

The deliverables for this component include:

• Defining proposed roles, responsibilities and duties of peer and fiscal navigators
• Defining scope (e.g., staff training, 24/7 staffing for peer navigators, etc.)
• Local community planning meetings
• Progress updates to the MHSOAC
• Development of an innovation implementation proposal, which upon completion of this current project, Orange County will return to the MHSOAC for approval

**Consumer Enhancement: Digital Resource Directory**

This component proposes to create, build, test and maintain a dynamic digital curated resource directory to assist in navigating a shared public and private behavioral health system. This digital resource directory will include several unique features:

• Providers will be able to directly update their information in real-time
• A social determinants survey, developed in collaboration with stakeholder input, will allow clients receive a curated list of resources, prioritized based on their needs
• Clients will have the opportunity to review resources

The development of this directory will involve extensive community planning with stakeholders, including consumers, family members, and providers.

The deliverables for this component include:

• Outlining scope of directory
• Identifying stakeholders to include in planning groups
• Local community planning meetings
• Progress updates to the MHSOAC
• Developing social determinants survey
• Building digital resource directory
• Beta testing and revisions
• Development of an innovation implementation proposal, which upon completion of this current project, Orange County will return to the MHSOAC for approval

**Consumer Enhancement: Managed Behavioral Health Organization (MBHO)**

This component will establish an ideal model for a network of providers to address cultural needs currently unmet by existing systems/services (e.g., Veterans, ethnic/monolingual communities, deaf and hard of hearing, LGBTQ, etc.). This will also involve planning how to establish universal reimbursement rates in coordination with payer sources and establish processes for verifying providers’ stated expertise/training and credentials.

The deliverables for this component include:

• Meetings with DHCS
• Outlining ideal model
• Identifying potential vendor qualifications
• Contracting with vendors
• Facilitating local planning meetings
• Developing MBHO organizational structure
• Identifying all state and federal rules and regulations
• Progress update to the MHSOAC
• Development of an innovation implementation proposal, which upon completion of this current project, Orange County will return to the MHSOAC for approval

**Project Requirement**

This project introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention. This project will leverage the Wellness Campus to explore how implementing the proposed five interwoven elements can
support the system transformation needed to create a culturally responsive and inclusive behavioral health system that works for all community-members, no matter who is paying.

**How You Have Determined That Your Selected Approach Is Appropriate**

This project proposes a transformational, system-level change through the development of a shared public and private behavioral health system designed to serve all clients. A model for this type of shared system currently does not exist. Orange County has identified a potential strategy and infrastructure to develop this new system and plans to utilize Innovation funds to test the feasibility of the proposed model. The outcome of the components within this project will inform the implementation proposals that will be developed to evaluate the effectiveness of the model.

**Individuals to be Served Annually**

The Behavioral Health System Transformation project is not an implementation proposal. It is intended to develop an infrastructure for a new method of service delivery and payment model and test the feasibility of this model. As such, there is no estimate of individuals to be served. However, upon completion of this project, Orange County plans to return to the MHSOAC with separate implementation proposals for each of the five components. Through this process, Orange County will establish a robust estimate of the individuals who will be served in these future implementation proposals.

**Population to be Served**

This project seeks to benefit all Orange County residents, particularly communities that remain unserved and underserved. The development activities within the five components will include a diverse group of stakeholders – including consumers, families, community based organizations, faith organizations, clinics, hospitals and health systems, health plans, colleges and universities, the business community, and County departments (including health, behavioral health, public health, and education).

**Research on Inn Component**

A) *What are you proposing that distinguishes your project from similar projects that other counties and/or providers have already tested or implemented?*

B) *Describe the efforts made to investigate existing models or approaches close to what you’re proposing. Have you identified gaps in the literature or existing practice that your project would seek to address? Please provide citations and links to where you have gathered this information.*

Fundamentally, what distinguishes the concepts of this project from other efforts in California and across the nation is that they are intended to put the needs of the consumer and family first, not the payer, to create a more responsive, coordinated, and accessible continuum of behavioral health services to meet the needs of Orange County residents. While components of a payer agnostic system have been tried in other counties, and even within Orange County, these efforts ultimately put the financial responsibility on the client or family. For example, in Orange County, Crisis Assessment and Psychiatric Emergency Response Teams provide
around-the-clock mobile field-based services to individuals in behavioral health crises. These services are provided regardless of the individual’s insurance. However, for individuals with private insurance, these services are almost never covered benefits, and the resulting charge is forwarded to the individual or their family. What this proposal envisions is a system where public, private, philanthropic, and other dollars are blended or braided to produce a system where it is truly possible for everyone to get the behavioral health care they need, at the right time and the right place, no matter who is paying.

With regard to similar programs outside of Orange County, Santa Clara County, in partnership with Stanford University School of Medicine, has embarked on an approach similar to this proposal through the allcove project. The allcove project is a standalone space modeled after Headspace to address integrated, holistic care for youth experiencing mild to moderate mental health issues. In contrast, the Behavioral Health System Transformation proposal focuses primarily on adults, ages 18 and older, living with serious mental illness and/or substance use disorders and are experiencing a behavioral health crisis at the time they seek services at the Campus. Another significant difference between allcove and the current proposal centers around the reach of the Behavioral Health System Transformation project beyond the physical space of the Campus. The components within the project have the potential to impact service delivery beyond the walls of the Campus across the county, integrating clients and their families into the community.

Learning Goals/Project Aims and Evaluation or Learning Plan
The broad objective of the Innovative Component of the MHSA is to incentivize learning that contributes to the expansion of effective practices in the mental health system. Describe your learning goals/specific aims and how you hope to contribute to the expansion of effective practices.

A) What is it that you want to learn or better understand over the course of the INN Project, and why have you prioritized these goals?

B) How do your learning goals relate to the key elements/approaches that are new, changed or adapted in your project?

Due to its focus on identifying methods to change process across the public and private systems that is informed both by consumer and community input and by existing regulations, this project will perform a formative evaluation. Through focus groups, interviews, observational studies, and surveys of stakeholders and meeting participants, this approach will allow Orange County to identify successful and unsuccessful strategies employed throughout each component’s planning and development activities. Based on ongoing learnings, the evaluators will be able to offer recommendations to project staff in order to course correct throughout the process. Given that this Innovation planning proposal spans five interwoven components, there are cross cutting learning objectives as well concept-specific ones.

- Identify how to best align these concepts to support increased access to services, particularly among unserved and under-served communities

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• Identify how to best align these concepts to support improved timely access to services
• Identify how to best align these concepts to support improved engagement in community-based and recovery-oriented outpatient behavioral health services
• Identify how to best align these concepts to support improved client outcomes, such as decreased need for emergency department utilization due to behavioral health disorders, decreased incarceration rate, decreased unnecessary acute inpatient services both for mental health as well as physical health settings, etc.
• Engagement indicators
• Identify common outcome measures across all entities
• Identify data communication platform to facilitate and track community progress
• Identify approach to evaluation for the implementation phase of these concepts
• Understand how to effectively and successfully adopt a performance-, value-, and outcomes-based financial model and associated contracting approach that integrates public and private contracting with providers

Section 3: Additional Information for Regulatory Requirements

Contracting
If you expect to contract out the INN project and/or project evaluation, what project resources will be applied to managing the County’s relationship to the contractor(s)? How will the County ensure quality as well as regulatory compliance in these contracted relationships?

Orange County will partner with one or more fiscal intermediary(ies) to jointly manage and direct the funding for these concepts.

Community Program Planning
Please describe the County’s Community Program Planning process for the Innovative Project, encompassing inclusion of stakeholders, representatives of unserved or underserved populations, and individuals who reflect the cultural, ethnic and racial diversity of the County’s community.

Since 2016, Orange County community stakeholders (i.e., consumers, family members, and providers) have consistently identified the need to increase access to services and involvement of peers, improve system navigation and leverage technology and partnerships with accountability.

Specific concerns related to these broad themes were identified at various stakeholder meetings held throughout the community:

• Mental Health Services Act (MHSA) community planning meetings
Prevention and Early Intervention (PEI) community planning process
System-wide behavioral health services community engagement meetings
Be Well
Innovation community planning meetings

The components in this proposal represent a direct response to the core needs and gaps identified by local stakeholders. The Performance/Value-Based Contracting and EQRO reflect the need to leverage partnerships with accountability; Cross-System Peer and Fiscal Navigation reflect the need for improved system navigation; and Managed Behavioral Health Organization (MBHO) reflects the need for increased access to services and involvement of peers.

Figure 4. Components of the Innovation proposal and related identified needs and gaps.

**MHSA General Standards**

*Using specific examples, briefly describe how your INN Project reflects, and is consistent with, all potentially applicable MHSA General Standards listed below as set forth in Title 9 California Code of Regulations, Section 3320 (Please refer to the MHSOAC Innovation Review Tool for definitions of and references for each of the General Standards.) If one or more general standards could not be applied to your INN Project, please explain why.*

A) **Community Collaboration**
B) **Cultural Competency**
C) **Client-Driven**
D) **Family-Driven**
E) **Wellness, Recovery, and Resilience-Focused**
F) **Integrated Service Experience for Clients and Families**

**Community Collaboration:** Each component of this proposal will require ongoing collaboration with local stakeholders, family members, consumers, behavioral health providers, and State departments. These collaborative efforts are critical to the development of the implementation proposal upon the completion of this project.

**Cultural Competence:** As defined in CCR, Title 9, Section 3200.100, this program demonstrates cultural competency and capacity to reduce disparities in access to mental health services to improve outcomes. In particular, the Cross-System Peer and Fiscal Navigation will utilize individuals with lived experience to support clients, using their experience and knowledge of public and private behavioral health systems. In addition, the Digital Resource Directory will provide a curated list of resources based on a social determinants survey, language needs, and other unique cultural factors that will be identified.
during stakeholder planning and development activities. Lastly, the MBHO component strives to bridge the gap in services to unserved and underserved populations.

**Client/Family Driven Mental Health System:** Each component of this proposal will include the ongoing involvement of clients and family members in the planning and development activities. Client and family feedback are critical to the development of implementation proposals upon completion of this project.

**Wellness, Recovery and Resilience Focus:** This program increases resilience and promotes discovery and wellness by planning systems transformations needed to improve access to services and the quality of services provided.

**Integrated Service Experience:** This project encourages access to a full range of services provided by community resources, multiple agencies, programs and funding sources for clients and family members.

**Cultural Competence and Stakeholder Involvement in Evaluation**

*Explain how you plan to ensure that the Project evaluation is culturally competent and includes meaningful stakeholder participation.*

To ensure cultural competence and meaningful stakeholder involvement during the implementation of this project, Orange County plans to host regular meetings with various groups within the county to discuss the planning process and gather feedback. As a practical matter, this project’s success depends on robust stakeholder engagement to guide the development of the five proposed concepts. Groups will include but not be limited to Be Well Orange County, the HCA’s Behavioral Health Services Peer Employment Advisory Committee (PEACe), MHSA Steering Committee and MHSA Innovation Subcommittee.

**Be Well Orange County** is comprised of individuals who represent a broad cross section of over 60 Orange County senior leaders within the behavioral health field, public and private, committed to establishing and sustaining an optimal behavioral health care system for Orange County residents, regardless of payer source. Be Well OC also developed a Youth group, comprised of 20 youth representing high schools and colleges across the county, who meet on a monthly basis to discuss the needs of youth and recommend approaches to prevention and intervention.

**Peer Employee Advisory Committee (PEACe)** is a group that was established in 2017 that is comprised of self-identified peers employed within HCA. The mission of this 15-member group is to create a culture in the workplace that values lived experience. PEACe meets with the Behavioral Health Director on a monthly basis.

**MHSA Steering Committee** is comprised of a diverse group of 60 stakeholders who meet on a monthly basis to provide guidance and encourage HCA to address new ideas or questions that are raised throughout the year. MHSA Steering Committee members represent each of the following legislated groups and, in most cases, have at least two members representing each category: adults and seniors living with a mental illness; families
of children, adults and seniors with a serious mental illness or emotional disturbance; mental health service providers; law enforcement agencies; education; social services agencies; veterans; representatives from veteran organizations; providers of alcohol and drug services; health care organizations; and other important interests. In addition to the general MHSA Steering Committee meetings, Innovation Subcommittee meetings are facilitated by the County Innovation Staff to gather feedback and input on potential innovation proposals. Translators and interpreters are available at these meetings.

**Innovation Project Sustainability and Continuity of Care**

*Briefly describe how the County will decide whether it will continue with the INN project in its entirety, or keep particular elements of the INN project without utilizing INN Funds following project completion.*

*Will individuals with serious mental illness receive services from the proposed project? If yes, describe how you plan to protect and provide continuity of care for these individuals upon project completion.*

Because this is a planning proposal, the entire project is focused on how best to develop and implement the five interwoven concepts put forward here. Through the planning process, Orange County will identify which elements may best be supported in implementation by future INN funding or through other means. Also, because this planning project is based on the concept of advancing public private partnership, Orange County anticipates leveraging a combination of new and existing public and private resources to bring the concepts to fruition.

This project will not provide direct services and does not require a continuity of care plan.

**Communication and Dissemination Plan**

*Describe how you plan to communicate results, newly demonstrated successful practices, and lessons learned from your INN Project.*

A) *How do you plan to disseminate information to stakeholders within your county and (if applicable) to other counties? How will program participants or other stakeholders be involved in communication efforts?*

Project outcomes related to this innovative project will be disseminated to stakeholders through presentations to the Mental Health Board, MHSA Steering Committee, and Be Well. Community stakeholders involved in the planning and development activities will be invited to participate in presentations. Preliminary and final outcomes will be presented at statewide venues, as opportunities are available, to provide learning to other counties. Additionally, a final report will be provided to the MHSOAC for distribution with other counties. In order to facilitate communication, a list of interested participants and stakeholders will be developed and included in any communication efforts made. Additionally, regular program updates will be provided during the robust stakeholder process already in place allowing for stakeholders to provide input and feedback on the project while it is in progress.
**B) KEYWORDS for search:** Please list up to 5 keywords or phrases for this project that someone interested in your project might use to find it in a search.

- Public private partnership
- Performance- & Value-Based Contracting (VPB)
- Community External Quality Review Organization (EQRO)
- Cross-System Peer & Fiscal Navigation
- Digital Resource Directory
- Managed Behavioral Health Organization (MBHO)

*Timeline: July 1, 2019 to June 30, 2022*

<table>
<thead>
<tr>
<th>Concept</th>
<th>Activity, Milestone and Deliverable</th>
<th>Q3 2019</th>
<th>Q4 2019</th>
<th>Q1 2020</th>
<th>Q2 2020</th>
<th>Q3 2020</th>
<th>Q4 2020</th>
<th>Q1 2021</th>
<th>Q2 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>Meetings with DHCS</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Identify relevant state and federal rules and regulations</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Facilitate local planning meetings</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>TA to providers</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Update MHSOAC</td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>PB/VBC</td>
<td>Outline new methods for contract development</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Execute initial RFPs and contracts based on new contracting standards</td>
<td></td>
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<tr>
<td>Develop INN implementation proposal that will</td>
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<tr>
<td>support revisions to and consultation around new contracting methods</td>
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<td></td>
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<tr>
<td>EQRO</td>
<td>Outline ideal model based on guidance from DHCS, regulatory requirements, and feedback from community stakeholders</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Establish provider standards and desired metrics</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Develop INN implementation proposal that will establish and evaluate the effectiveness of the locally-driven EQRO in improving program performance and client outcomes, particularly in the context of the new contracting terms and conditions</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Peer Navigators</td>
<td>Outline roles/duties of clinical and financial navigators</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Define scope (e.g., training, 24/7 staffing pattern, etc.) of clinical and financial navigators</td>
<td></td>
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<td></td>
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<td></td>
<td>X</td>
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<tr>
<td>Develop INN implementation proposal for clinical and financial navigators</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Digital Resource Directory</td>
<td>Outline scope of directory</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop social determinants survey that will help guide/filter search results based on client needs and strengths/resources</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
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<tr>
<td>Build digital directory and survey</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Beta test and revise</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Develop INN implementation proposal that will evaluate the effectiveness of the digital resource directory and social determinants survey in improving</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>X</td>
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</tbody>
</table>
### Concept

<table>
<thead>
<tr>
<th>Concept</th>
<th>Activity, Milestone and Deliverable</th>
<th>Q3 2019</th>
<th>Q4 2019</th>
<th>Q1 2020</th>
<th>Q2 2020</th>
<th>Q3 2020</th>
<th>Q4 2020</th>
<th>Q1 2021</th>
<th>Q2 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBHO</td>
<td>Outline ideal model that factors in rules and regulations</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Develop organizational structure, etc.</td>
<td></td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Identify potential vendor qualifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td></td>
<td>Develop INN Implementation proposal will evaluate the effectiveness of the MBHO in increasing access to behavioral health services, particularly among unserved and underserved individuals.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>X</td>
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</tr>
</tbody>
</table>

*The preferred timeline to complete activities within this proposal is 2 years. Upon consultation and recommendation of MHSOAC staff, the timeline was extended to 3 years to account for unanticipated delays.*

### Section 4: INN Project Budget and Source of Expenditures

**Total Proposed Budget:** The total cost for this 3-year project is $18 million. This proposal will use AB114 funds as approved in the FY 2018-19 MHSA Annual Plan Update and Innovation funds for FY 2016-17 and later years as needed.

**Performance- & Value-Based Contracting (PB/VBC)**

**Proposed Budget:** Approximately $2.5 million
- Subject matter and legal guidance
- Staffing
- Technical assistance for providers contracting under new terms and conditions
- Meeting costs
- Develop INN implementation evaluation proposals

**OC Community External Quality Review Organization (OC-EQRO)**

**Proposed Budget:** Approximately $1.5 million
- Subject matter and legal guidance
- Staffing
- Technical assistance for stakeholders
- Meeting costs
- Develop INN implementation evaluation proposals

**Cross-System Peer & Fiscal Navigation**

**Proposed Budget:** Approximately $1 million
- Subject matter expertise
- Infrastructure and development staff (i.e., peers)
- Development of peer training models
- Meeting costs
- Stipends for peer and family members
- Develop INN implementation proposal that will evaluate the effectiveness of the peer and fiscal navigators as they work across the public and private systems, particularly
in the context of improving timely access to the appropriate type and level of care and of decreasing payment and reimbursement challenges experienced by clients and/or families.

**Digital Resource Directory**

**Proposed Budget:** Approximately $5 million

- Subject matter and technical expertise
- Staffing, which will be intensive to meet the short turn-around time for an initial product release that coincides with the opening of the Anita Wellness Campus
- Technical assistance for stakeholders
- Meeting costs
- Develop INN implementation proposal that will support future iterations and expansions of the directory that will incorporate stakeholder feedback on the initial product release, and changes in the implementation of Anita Wellness Campus and/or MBHO services.

**Managed Behavioral Health Organization (MBHO)**

**Proposed Budget:** Approximately $2 million

- Subject matter, legal, and technical expertise
- Staffing
- Technical assistance for MBHO providers
- Meeting costs

**Evaluation**

**Proposed Budget:** Approximately $2 million:

- Outline scope of Proof of Concept formative evaluation
- Evaluate INN Proof of Concept Project through interviews, focus groups, surveys, meeting observations, etc.
- Subject matter and technical expertise
- Staffing for research and evaluation activities
- Technical assistance for participating entities and stakeholders in developing a learning health system
- Development of final report and INN implementation evaluation proposals

**Backbone, Legal, and Administrative**

**Proposed Budget:** Approximately $2 million

- Manage, coordinate, and support the overall work of the planning project, including ongoing development, management, and planning
- Manage relationships with SMEs, other vendors, and stakeholders
- Ensure alignment of activities across different components to support the overall project goals
- Overall subject matter and technical expertise
- Staffing
- Technical assistance for stakeholders
- Contract management

**Joint Powers of Authority/Fiscal Intermediary**

**Proposed Budget**: Approximately $2 million
- Contract monitoring
- Facilitate and coordinate all stakeholders to move forward with the overall system changes
- Provide the structure, finance administrative services, and expert counsel to ensure the project is successful and compliant with fiscal requirements
- Comprehensive finance, accounting and contracting services
- General liability insurance
- Human resources and payroll services
- Tax, audit, lobbying filings and other services to ensure project is in full compliance with local, state, and federal regulations
MEETING DATE: 04/09/19
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

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concur</td>
<td>Approved Resolution to Form</td>
<td>Discussion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

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

Staffing Impact: No  
# of Positions:  
Sole 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 Application – Sheriff Coroner Department – Overdose Data to Action Grant – $500,000.

2. Approve Grant Award – Sheriff Coroner Department – Naloxone Distribution Project – $90,000.


5. Approve Grant Application and Adopt Resolution – OC Community Resources – California Emergency Solution and Housing Program (CESH) – $1,116,463.

7. Ratified Grant Award – Health Care Agency – Public Beach Safety Monitoring – $365,000.


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 - Resolution
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 April 9, 2019 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 Application – Sheriff Coroner Department – Overdose Data to Action Grant – $500,000.

2. Approve Grant Award – Sheriff Coroner Department – Naloxone Distribution Project – $90,000.


5. Approve Grant Application and Adopt Resolution – OC Community Resources – California Emergency Solution and Housing Program (CESH) – $1,116,463.


7. Ratified Grant Award – Health Care Agency – Public Beach Safety Monitoring – $365,000.


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.
The Centers for Disease Control and Prevention (CDC)/Agency for Toxic Substances and Disease Registry is offering an Overdose Data to Action Grant. Overdose Data to Action Grant Funding is to support recipients in getting high quality, comprehensive, and timelier data on overdose morbidity and mortality, and to use those data to inform prevention. The intent is to ensure that recipients are well equipped to do rigorous work under both components, and to ensure that these components are linked and implemented as part of a dynamic system. The purpose of getting more comprehensive and faster data is to generate insight for action, and to drive prevention and response activities.

In addition to providing a budget and fiscal tracking, the Overdose Data to Action Grant Funding has several requirements:

- Applicants must describe how they will collaborate with programs and organizations either internal or external to CDC. Applicants must address the Collaboration requirements as described in the CDC Project Description.
Applicants must describe the specific target population(s) in their jurisdiction and explain how such a target will achieve the goals of the award and/or alleviate health disparities. The applicants must also address how they will include specific populations that can benefit from the program that is described in the Approach section. Applicants must address the Target Populations and Health Disparities requirements as described in the CDC Project Description.

Applicants must provide an evaluation and performance measurement plan that demonstrates how the recipient will fulfill the requirements described in the CDC Evaluation and Performance Measurement and Project Description sections.

Applicants must address the organizational capacity requirements as described in the CDC Project Description.

Applicants must prepare a work plan consistent with the CDC Project Description Work Plan section. The work plan integrates and delineates more specifically how the recipient plans to carry out achieving the period of performance outcomes, strategies and activities, evaluation and performance measurement.

The estimated award date is September 1, 2019, and the grant period is October 1, 2019 through September 30, 2020.

If awarded, the Sheriff-Coroner intends to return to the Board to request approval to accept the Overdose Data to Action Grant Funding.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Nicole Sims, Supervising Deputy County Counsel, reviewed the application packet.</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>Request approval to apply for $500,000 in Overdose Data to Action Grant Program funding from the Centers for Disease Control and Prevention/Agency for Toxic Substances and Disease Registry.</td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>Nancy Nguyen, <a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a>, 714-935-6869</td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>Nancy Nguyen, <a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a>, 714-935-6869</td>
<td></td>
</tr>
</tbody>
</table>
The Sheriff-Coroner Department (Sheriff) is eligible for consideration of zero-cost Naloxone directly through the Naloxone Distribution Project (NDP) Substance Abuse and Mental Health Services Administration. This resource is available through the Department of Health Care Services to combat opioid overdose-related deaths throughout California. This program is a great opportunity to maintain ample stock on a zero-cost temporary basis. There is no guarantee Sheriff will receive this benefit in the future, as this program is first come, first served basis.

Naloxone is a life-saving medication that works to reverse an opioid overdose while having little to no effects on an individual if opioids are not present in their system. Naloxone works by blocking opioid receptor sites, reversing the toxic effects of the opioid overdose. Naloxone requires a prescription but is not a controlled substance. It has few known adverse effects, and no potential for abuse. The estimated minimum value of this distribution grant is $90,000.

Sheriff was notified of its grant award of 1200 units of Naloxone on March 22, 2019.
**Recommended Action/Special Instructions**

(Please specify below)

1. Authorize the Sheriff-Coroner to accept, on behalf of the County of Orange, the naloxone related to the Naloxone Distribution Project from the California Department of Health Care Services.
2. Authorize the Sheriff-Coroner, or his designee, to sign all necessary grant documents required for the acceptance of the grant and to accept delivery of additional Naloxone stock at zero cost per-unit.

**Department Contact:**

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>Department Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nancy M. Nguyen, Grants Manager</td>
<td>Nancy M. Nguyen, Grants Manager</td>
</tr>
<tr>
<td>714.935.6869</td>
<td>714.935.6869</td>
</tr>
<tr>
<td><a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
<td><a href="mailto:nmnguyen@ocsd.org">nmnguyen@ocsd.org</a></td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Operation Stonegarden Grant Program Funds (Catalog of Federal Domestic Assistance [CFDA] number 97.067)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>County of San Diego through California Governor’s Office of Emergency Services (CalOES) through U.S. Department of Homeland Security</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$353,597</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>April 30, 2019</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>Pending for April 9, 2019</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>TBD</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>TBD</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
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### Recurrence of Grant

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>$828,799</td>
</tr>
<tr>
<td>2011</td>
<td>$540,665</td>
</tr>
<tr>
<td>2012</td>
<td>$283,567</td>
</tr>
<tr>
<td>2013</td>
<td>$200,000</td>
</tr>
<tr>
<td>2014</td>
<td>$200,000</td>
</tr>
<tr>
<td>2015</td>
<td>$250,086</td>
</tr>
<tr>
<td>2016</td>
<td>$150,000</td>
</tr>
<tr>
<td>2017</td>
<td>$170,000</td>
</tr>
<tr>
<td>2018</td>
<td>$386,522*</td>
</tr>
</tbody>
</table>

*Notified of potential additional funding, but not received.

### Does this grant require CEQA findings?

- Yes □  
- No ☒

### What Type of Grant is this?

- Competitive ☐  
- Other Type ☒ Explain: Offered by federal government to previous recipients

### County Match?

- Yes □  
- No ☒

### How will the County Match be Fulfilled?

- N/A

### Will the grant/program create new part or full-time positions?

- N/A

### Purpose of Grant Funds:

The U.S. Department of Homeland Security provides funding through the Homeland Security Grant Program/Operation Stonegarden (OPSG) to border states to enhance the capabilities of law enforcement agencies to secure our borders. The grant funding is intended to enhance cooperation.
and coordination between Federal, State and local law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders, including travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. OPSG grant funding supports these states in the following areas:

- Increasing capability to prevent, protect against, and respond to border security issues
- Encouraging local operational objectives and capabilities to enhance National and State Homeland Security Strategies
- Increasing coordination and collaboration among Federal, State, local and tribal law enforcement agencies
- Continuing the distinct capability enhancements required for border security and border protection
- Providing intelligence-based operations through Customs and Border Protection/Border Patrol (CBP/BP) Sector Level experts to ensure safety and operational oversight of Federal, State, local, and tribal law enforcement agencies participating in OPSG operational activities
- Continuing to increase operational, material and technological readiness of State, local and tribal law enforcement agencies

The California Governor’s Office of Emergency Services (CalOES) is the State Administrative Agency for California and therefore is the eligible applicant for OPSG funding on behalf of County-level recipients. Since 2009, the Orange County Sheriff-Coroner Department has received OPSG funding as a sub-recipient of funds passed through the County of San Diego. Other sub-recipients of OPSG grant funding passed through the County of San Diego include the San Diego County Sheriff's Department, San Diego County Probation, several city police departments in San Diego County, the San Diego Unified Port District, the University of California San Diego, the Counties of Los Angeles, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz and Ventura, and the California Highway Patrol and other state agencies. The grant funds are intended to be used to close a gap in human trafficking, drug smuggling, drug cartel and gang activity, and threat interdiction identified by Customs and Border Protection/Border Patrol (CBP/BP) and the San Diego County Sheriff's Department. As the San Diego Sheriff's County Department has increased its prevention and interdiction activities, criminal activity is perceived to be circumventing San Diego law enforcement by establishing alternative maritime or land-based routes, which potentially impact Orange County.

The County currently has an agreement in place with the County of San Diego for OPSG funding through May 2019. The Sheriff's Department intends to return to the Board to request approval of an amendment to the agreement with the County of San Diego for the use of the additional OPSG funding for 2019 in the amount of $353,597.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>Authorize the Sheriff-Coroner, or his designee, to sign all necessary application documents required for the submission of the application and supporting documentation to the County of San Diego.</td>
<td></td>
</tr>
<tr>
<td>Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the application.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Contact :</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>SGT Steve Marble and Lt. Chris Corn</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CEO-Legislative Affairs Office  
Grant Authorization eForm

☑ GRANT APPLICATION / ☐ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>March 13, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>FY 2019 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program; CFDA 16.741</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>U.S. Department of Justice, Office of Justice Programs, National Institute of Justice</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$500,000 (projected amount)</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>May 13, 2019</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>TBD</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>TBD</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>TBD</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☑ Recurrent ☐ Other ☐ Explain:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$531,869</td>
</tr>
<tr>
<td>2017</td>
<td>$293,808</td>
</tr>
<tr>
<td>2016</td>
<td>$282,734</td>
</tr>
<tr>
<td>2015</td>
<td>$358,919</td>
</tr>
<tr>
<td>2014</td>
<td>$418,692</td>
</tr>
</tbody>
</table>

| Does this grant require CEQA findings? | Yes ☐ No ☑ |
| What Type of Grant is this? | Competitive ☐ Other Type ☑ Explain: Program Grant |
| County Match? | Yes ☑ 0 % No ☐ |
| How will the County Match be Fulfilled? | N/A |
| Will the grant/program create new part or full-time positions? | N/A |

| 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. |

Each year since 2004, National Institute of Justice (NIJ) has solicited applications for the DNA Capacity Enhancement and Backlog Reduction Program. Each year, the Sheriff-Coroner Department (Sheriff) must submit a new application to NIJ in order to receive Orange County’s share of the current year’s funding that is allotted to California.

The NIJ provides funding through formula and discretionary awards to reduce evidence backlogs and improve the quality and timeliness of forensic science and medical examiner services. This program furthers the NIJ’s mission by funding states and units of local government with existing crime laboratories that conduct DNA analysis to process, record, screen and analyze forensic DNA and or DNA database samples, and to increase the capacity of public forensic DNA and DNA database laboratories to process more DNA samples, thereby helping to reduce the number of forensic DNA and

Grant Authorization e-Form  
Page 9 of 20
DNA database samples awaiting analysis. Funds may be used to hire additional full-time or part-time laboratory employees to directly perform capacity enhancement-specific activities, such as validating new DNA analysis technologies for the forensic DNA laboratory and/or the laboratory responsible for analysis of DNA database samples. Matching funds are not required.

Sheriff intends to use the grant to fund analyst overtime to process backlogged DNA casework at the Orange County Crime Laboratory, and purchase new laboratory computers and equipment.

Should the grant funding be awarded, Sheriff intends to return to the Board of Supervisors to request approval to accept the grant funding.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
<td></td>
</tr>
<tr>
<td>Authorize the Sheriff-Coroner, or designee, to sign all necessary application documents required for the submission of the application and supporting documentation to the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nicole Sims, Supervising Deputy County Counsel, has reviewed and approved the application.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
<td></td>
</tr>
<tr>
<td>Director Bruce Houlihan, Orange County Crime Lab (714) 834-6380 <a href="mailto:bth@occl.ocgov.com">bth@occl.ocgov.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
<td></td>
</tr>
<tr>
<td>Director Bruce Houlihan or designee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Today’s Date:</td>
<td>March 28, 2019</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
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<td></td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources Homeless, Housing &amp; Community Development</td>
<td></td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>California Emergency Solution and Housing Program (CESH)</td>
<td></td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>State Department of Housing and Community Development (HCD)</td>
<td></td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$1,116,463</td>
<td></td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>May 6, 2019</td>
<td></td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
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<td>No</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐ Recurrent ☐</td>
<td></td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
<td></td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐ Other Type ☒ Explain: Formula allocation to the Continuum of Care</td>
<td></td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐ Amount____ or _____% No ☒</td>
<td></td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>No match is required.</td>
<td></td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

The California Emergency Solutions and Housing Program (CESH) is a new program recently established by California Senate Bill 850 Housing (SB 850) and is funded with a portion of Senate Bill 2 Building and Jobs Act (SB 2) homeless revenue and remaining California Emergency Solutions Grant funds. CESH funding provides grants to administrative entities to assist persons who are experiencing or are at-risk of homelessness. State Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) on March 18, 2019 to Administrative Entities.

The NOFA requires that an Administrative Entity be either a unit of general purpose local government, a nonprofit organization that has previously administered U.S. Department of Housing and Urban Development (HUD) Continuum of Care funds as the collaborative applicant, or unified funding agency. The NOFA outlines application, documentation, reporting requirements and deadlines for Administrative
Entities. Administrative Entities are responsible for administering CESH program funds in collaboration with the local Continuum of Care (CoC) and the respective CoC service area.

OC Community Resources has been designated by the CoC Board on Wednesday, March 27, 2019, to serve as the Administrative Entity for CESH funding in collaboration with the Orange County Continuum of Care. NOFA requirements include the submission of a letter describing the provider selection process anticipated to be used to allocate available funds to sub-recipients that avoids conflicts of interest in program selection and is easily accessible to the public. An authorizing resolution by the Administrative Entity’s Governing Board is also required. If awarded OC Community Resources may request funding for eligible activities within the specified Continuum of Care service area like rental assistance, housing relocation and stabilization services, flexible housing subsidy funds, operating support for emergency housing interventions including but not limited to navigation centers, street outreach, and shelter diversion. The allocation amount of $1,116,463 includes the County retaining the maximum five percent ($55,823) for administration of the funding. Upon submission of the required documents and notification of award by HCD, the State will initiate a standard agreement with OC Community Resources.

**Board Resolution Required?**
(Please attach document to eForm)

| Yes ☑ | No ☐ |

**Deputy County Counsel Name:**
(Please list the Deputy County Counsel that approved the Resolution)

Golnaz Zandieh

**Recommended Action/Special Instructions**
(Please specify below)

1. Authorize OC Community Resources to apply for California Emergency Solutions and Housing (CESH) funds in the amount of $1,163,463.

2. Authorize the OC Community Resources Director or designee to execute the standard agreement with the State of California, Department of Housing and Community Development to administer California Emergency Solutions and Housing funds and to submit necessary documents.

3. Approve the Resolution to Administer CESH Funds which has been reviewed and approved as to form by Golnaz Zandieh of County Counsel.

4. Authorize OC Community Resources to conduct a procurement process to select sub-recipients.

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

Cymantha Atkinson  
Deputy Director and Interim Homeless Services Director  
OC Community Resources  
[Cymantha.Atkinson@occr.ocgov.com](mailto:cymantha.atkinson@occr.ocgov.com)  
714-480-2729

**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:

Cymantha Atkinson  
Deputy Director and Interim Homeless Services Director  
OC Community Resources  
[Cymantha.Atkinson@occr.ocgov.com](mailto:cymantha.atkinson@occr.ocgov.com)  
714-480-2729
OC Community Resources, County of Orange

AUTHORIZING RESOLUTION

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA
April 9, 2019

OC Community Resources, County of Orange

A majority of the Board of Supervisors of the County of Orange ("Applicant") hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability (“NOFA”) dated March 18, 2019 under the California Emergency Solutions and Housing (CESH) Program (Program, or CESH Program); and

B. WHEREAS Applicant is an Administrative Entity designated by the Continuum of Care to administer California Emergency Solutions and Housing Program funds.

C. WHEREAS the Department may approve funding allocations for the CESH Program, subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and other contracts between the Department and CESH grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed $1,116,463 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the CESH funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. The Director of OC Community Resources or designee is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Orange County Board of Supervisors this ____ day of __________, ____ by the following vote:

AYES: ____   ABSTENTIONS: ____
NOES: ____   ABSENT: ____

__________________________________
Signature of Approving Officer

Lisa Bartlett, Chairwoman

ATTEST: _____________________________
Signature

Robin Stieler, Clerk of the Board
OFFICE OF THE DIRECTOR

DATE: April 2, 2019

TO: Frank Kim
County Executive Officer

FROM: Richard Sanchez
Director, HCA

SUBJECT: Request for Ratification of Grant Application

Grant Name: California Medication Assisted Treatment (MAT) Access Point Project
Project Title: California Medication Assisted Treatment (MAT) Access Point Project
Sponsoring Organization/Grant Source: California Department of Health Services
Amount Requested: $128,349
Notice of Award Date: March 15, 2019
Anticipated Board Date: April 9, 2019
Estimated County Match: None
Estimated New Part or Full-Time Positions: None

Purpose of the Grant: The MAT program provides for the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUD). Funds will be used to enhance and expanding existing MAT service among the incarcerated population with substance use disorders in the Orange County Jail with both startup supplies and equipment for MAT pilot project to cohort individuals undergoing MAT treatment and multidiscipline MAT specific training serving the jail population to enhance current MAT program

Reason for Ratification: The grant application was received by the Health Care Agency’s (HCA) Correctional Health Services on February 20, 2019, at which point HCA requested clarification from the grant administer. Clarification was not received until March 15, 2019. As a result, HCA was unable to obtain Board approval prior to the application submission deadline on March 28, 2019. Therefore, HCA is requesting that this item be placed on the April 9, 2019 Grants Report for ratification.

If you or your staff have any questions regarding this grant, feel free to contact Erin Winger, Deputy Agency Director, Correctional Health Services, at (714) 834-5404 or via email: ewinger@ochca.com

Frank Kim, County Executive Officer
Concurrence

Richard Sanchez, Director

Attachment: eForm- Medication Assisted Treatment (MAT) Access Point Application
### GRANT APPLICATION / ☑️ GRANT AWARD

<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>April 2, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>HCA / Correctional Health Services</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>California Medication Assisted Treatment (MAT) Access Point Project</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Health Services</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$128,349</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>3/28/2019</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☑️ Recurrent ☐ Other ☐ Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☑️</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☑️ Other Type ☐ Explain: State/Fed Funding provided to local agencies</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☑️ Amount ____ or ____ % No ☐</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No</td>
</tr>
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<td>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.</td>
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<td><strong>The MAT program provides for the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUD). Funds will be used to enhance and expand existing MAT service among the incarcerated population with substance use disorders in the Orange County Jail with both startup supplies and equipment for MAT pilot project to cohort individuals undergoing MAT treatment and multidiscipline MAT specific training serving the jail population to enhance current MAT program.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes ☐ No ☑️</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td><strong>Recommended Action/Special Instructions</strong></td>
<td>(Please specify below)</td>
</tr>
</tbody>
</table>
Approved the agreement, authorize the HCA Director or designee to apply for the Medication Assisted Treatment grant.

<table>
<thead>
<tr>
<th>Department Contact :</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erin Winger (714) 834-5404</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erin Winger (714) 834-5404</td>
<td></td>
</tr>
</tbody>
</table>
DATE: April 2, 2019

TO: Frank Kim
    County Executive Officer

FROM: Richard Sanchez
    Director, HCA

SUBJECT: Request for Ratification of Grant Award

Grant Name: Public Beach Safety Monitoring
Project Title: Ocean Water Protection Program
Sponsoring Organization/Grant Source: State Water Resources Control Board
Amount Awarded: $365,000
Notice of Award Date: March 26, 2019
Anticipated Board Date: April 9, 2019
Estimated County Match: None
Estimated New Part or Full-Time Positions: None

Purpose of Grant Funds: State law mandates and provides funding to coastal counties to seasonally monitor and test the ocean waters at all public beaches for high levels of bacteria, and to conduct public notification when bacteria levels exceed State standards. The funds will be used in sampling of ocean and bay waters, to respond to sewage spills, and to conduct a public notification program.

Reason for Ratification Authorization: This grant agreement was received on March 26, 2019, and requires approval and return to the grantor within 10 working days. Because HCA was unable to obtain Board approval prior to the submission deadline, HCA is requesting is that this item be placed on the April 9, 2019 Grants Report for ratification.

If you have any further questions or require additional information, please contact Steve Thronson, Deputy Agency Director of Regulatory/Medical Health Service, at (714) 834-4418.
| **CEO-Legislative Affairs Office**  
| **Grant Authorization eForm** |

**GRANT APPLICATION / ☑ GRANT AWARD**

| **Today’s Date:** | April 02, 2019 |
| **Requesting Agency/Department:** | HCA / Environmental Health |
| **Grant Name and Project Title:** | Public Beach Safety Monitoring |
| **Sponsoring Organization/Grant Source:** | State Water Resources Control Board |
| **Application Amount Requested:** | N/A – no application required |
| **Application Due Date:** | N/A – no application required |
| **Board Date when Board Approved this Application:** | Via HCA Recurring Grants Matrix: July 17, 2018 |
| **Awarded Funding Amount:** | $365,000 |
| **Notification Date of Funding Award:** | March 26, 2019 |
| **Is this an Authorized Retroactive Grant Application/Award?** | 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:** |
| FY 2017 – 18 | $365,000 |
| FY 2016 – 17 | $365,000 |
| FY 2015 – 16 | $365,000 |
| FY 2014 – 15 | $350,000 |
| FY 2013 – 14 | $344,644 |

| **Does this grant require CEQA findings?** | Yes ☐ | No ☑ |
| **What Type of Grant is this?** | Competitive ☐ | Other Type ☑ Explain: State/Fed Funding provided to local agencies |
| **County Match?** | Yes ☐ Amount _____ or _____ % | No ☑ |
| **How will the County Match be Fulfilled?** | 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 should accept this grant application/award, and how the grant will be implemented. |

State law mandates and provides funding to coastal counties to seasonally monitor and test the ocean waters at all public beaches for high levels of bacteria, and to conduct public notification when bacteria levels exceed State standards. The grant agreement was received by HCA on 3/26/19. The funds will be used in sampling of ocean and bay waters, to conduct bacterial analyses to determine compliance with State standards, to respond to sewage spills, and to conduct a public notification program. Public notification includes posting warning and closure signs, maintaining a telephone hotline, and making closure/posting information available through the internet.

| **Board Resolution Required?** | Yes ☐ | No ☑ |
| **Deputy County Counsel Name:** | (Please list the Deputy County Counsel that approved the Resolution) |
| **Recommended Action/Special Instructions** | (Please specify below) |

Approved the agreement, authorize the HCA Director or designee to execute the agreement.
<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liza Frias (714) 433-6471</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Steve Thronson (714) 834-4418</td>
<td></td>
</tr>
</tbody>
</table>
Continuation or Deletion Request

Date: April 8, 2019
To: Clerk of the Board of Supervisors
From: Michelle Aguirre, Chief Financial Officer
Re: ASR Control #: 19-000163, Meeting Date 4/9/2019 Agenda Item No. # 22
Subject: Amend Debt Management Policy and Approve EIFD Participation Policy

☑ Request to continue Agenda Item No. # 22 to the 5/21/2019 Board Meeting.

Comments: The continuation is requested to allow for additional consideration of an EIFD Participation Policy.

☐ Request deletion of Agenda Item No. # _____

Comments:
April 3, 2019

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 9, 2019, Board Hearing.

Agency: OC Community Resources
SUBJECT: Approval of Housing Disability Advocacy Program Agreements
Districts: All Districts

Reason for supplemental: The Supplemental Agenda Staff Report must be heard by the Board of Supervisors in order to execute contracts with recommended providers to begin on May 1, 2019 through June 30, 2020. Delaying action on this item will impact the time to expend the funding and could result in funding being reverted back to the state. Additionally, approval of this item will increase the supportive services and resources available to individuals experiencing homelessness to increase their income and facilitate transition into permanent housing. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/9/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW: Dylan Wright (714) 480-2788
CYNAMANDA ATKINSON (949) 293-3563

SUBJECT: Approval of Housing Disability Advocacy Program Contracts

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>approve as to Form</td>
<td>Discussion</td>
</tr>
<tr>
<td>CEO Signature</td>
<td>Action</td>
<td>3 Votes Board Majority</td>
</tr>
<tr>
<td>County Counsel Signature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Budgeted: Yes  Current Year Cost: $429,530  Annual Cost: FY 2019-20 $1,718,121
Staffing Impact: N/A  # of Positions:  Sole Source: Yes
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (State of California Department of Social Services)  County Audit in last 3 years: N/A

Prior Board Action: 10/17/2017 #37

RECOMMENDED ACTION(S)

1. Approve selection of providers for State funded Housing and Disability Income Advocacy Program activities and Memorandum of Understanding as identified in Attachment A for the provision of outreach, case management, disability benefits advocacy and housing assistance services in an aggregate amount not to exceed $2,147,651 for the contract term starting May 1, 2019, through June 30, 2020.

2. Authorize the OC Community Resources Director or designee to execute a Contract with Mercy House Living Centers, Inc. to provide Housing and Disability Income Advocacy Program services for the North Service Planning Area in an amount not to exceed $673,219 for the contract term starting May 1, 2019, through June 30, 2020.
3. Authorize the OC Community Resources Director or designee to execute a Contract with Kingdom Causes Inc. dba City Net to provide Housing and Disability Income Advocacy Program services for the Central Service Planning Area in an amount not to exceed $983,556 for the contract term starting May 1, 2019, through June 30, 2020.

4. Authorize the OC Community Resources Director or designee to execute a Contract with Friendship Shelter, Inc. to provide Housing and Disability Income Advocacy Program services for the South Service Planning Area in an amount not to exceed $216,843 for the contract term starting May 1, 2019, through June 30, 2020.

5. Authorize the OC Community Resources Director or designee to designate Housing and Disability Income Advocacy Program administrative service costs to OC Community Resources in an amount not to exceed $274,033 for the contract term starting May 1, 2019, through June 30, 2020.

6. Authorize the OC Community Resources Director or designee to exercise a contingency cost increase in an amount not to exceed 10% of the first year of funding for each contract, which may be used over the entire term, make line item budget transfers and corresponding changes to units of service within the existing scope of services and execute all documents necessary pursuant to County Contract Policy Manual Section 3.4-114.

SUMMARY:

Approval of State Housing and Disability Income Advocacy Program Contracts will allow OC Community Resources to augment services such as case management, disability benefits advocacy and housing assistance to eligible individuals experiencing homelessness through June 30, 2020, in each Service Planning Area.

BACKGROUND INFORMATION:

On July 27, 2017, the State of California Health and Human Services Agency, Department of Social Services announced the authorization to launch the new Housing and Disability Income Advocacy Program (HDAP). Assembly Bill (AB) 1603 established HDAP as a county administered program that assists individuals with disabilities who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. HDAP requires that counties offer outreach, case management, disability benefit advocacy and housing assistance to all program participants.

On October 17, 2017, the Board of Supervisors (Board) authorized the Social Services Agency (SSA) to submit a grant application to the State of California Health and Human Services Agency, Department of Social Services for the initial allocation of $2,147,651. The HDAP application that was submitted noted the County’s approach of building the system of care, increasing care coordination and collaborating efforts between SSA, OC Community Resources (OCCR) and Health Care Agency (HCA) to better serve our homeless population.

On January 8, 2018, the State of California Health and Human Services Agency, Department of Social Services approved SSA’s application for HDAP in the amount of $2,147,651 available for use through June 30, 2020.

On February 20, 2019, a Memorandum of Understanding (MOU) between SSA and OCCR was signed to establish the collaborative effort in meeting the objectives and to comply with State of California obligations
for HDAP (Attachment A). OCCR and SSA agreed that services and activities described in the MOU would be provided through subcontracted providers to eligible individuals in the form of HDAP services. Description of services, subcontract provisions, reporting criteria and statement of costs are itemized in the MOU.

An integral part of HDAP is Supplementary Security Income/Social Security Disability Income (SSI/SSDI) Outreach, Access and Recovery (SOAR). SOAR is a national program designed to increase access to the disability income benefit programs administered by the Social Security Administration for eligible adults and children who are experiencing or at risk of homelessness and have a serious mental illness, medical impairment and/or a co-occurring substance use disorders. SOAR seeks to end homelessness through increased access to SSI/SSDI income supports and encourages employment as a means to increase individual income and promote recovery.

Approval from the Board to enter into the recommended contracts with Kingdom Causes Inc. dba City Net (City Net), Mercy Housing Living Centers Inc. (Mercy House) and Friendship Shelter, Inc. (Friendship Shelter) for the delivery of HDAP services in each Service Planning Area (Attachment H). The new HDAP services will augment and enhance each agency’s outcomes under the current contracts to provide outreach and/or emergency shelter services for individuals and families experiencing homelessness. Under the current contracts, each agency provides case management services, housing navigation assistance and connection to the Coordinated Entry System in each of the three Service Planning Areas – North, Central and South. To ensure service delivery efficiency and continuity of services, the subcontracted providers were selected as sole source contractors for services particular to each Service Planning Area (SPA). The proposed Contracts are sole source contracts and completed Sole Source Request Forms are attached to this Agenda Staff Report.

Through the HDAP funding, each agency will have SOAR trained Disability Advocacy Specialists on staff to assist clients throughout the entire disability application process, including assistance with obtaining medical evaluations and medical evidence as well as at least one full-time SOAR benefits specialist. OCCR staff will serve as the County’s lead/coordinator providing oversight and quality control for the contracted agencies. These homeless services contracts are urgent in nature by the Board’s declaration of a shelter crisis. Due to this shelter crisis urgency and the need to quickly provide individuals with disabilities experiencing homelessness these connections to benefits and services as well as the time needed to negotiate the contracts with the providers, OCCR is bringing this contract to the Board less than 30 days prior to the commencement date of the contracts.

Mercy House will provide HDAP services to the North Service Planning Area and contracted in the amount not to exceed $673,219. City Net will provide HDAP services to the Central Service Planning Area and contracted in the amount not to exceed $983,556. Friendship Shelter will provide HDAP services to the South Service Planning Area and contracted in the amount not to exceed $216,843. Service components include administration, outreach, case management, disability benefits advocacy and housing-related case management and financial assistance. Approval of these contracts will increase services to individuals with disabilities experiencing homelessness who are in need of connections to SSI/SSDI benefits. This program funds a needed service in the System of Care that will increase individuals’ income and access to services as a step to address homelessness in our community.

FINANCIAL IMPACT:

Appropriations for these Agreements are included in the FY 2018-19 Budget and will be included in the budgeting process for future years.
STAFFING IMPACT:
N/A

REVIEWING AGENCIES:
Social Services Agency

ATTACHMENT(S):
Attachment A – Memorandum of Understanding between Social Services Agency and OC Community Resources
Attachment B – Contract with Mercy House Living Centers, Inc.
Attachment C – Contract with Kingdom Causes, Inc. dba City Net
Attachment D – Contract with Friendship Shelter, Inc.
Attachment E – Sole Source Request Form for Mercy House Living Centers, Inc.
Attachment F – Sole Source Request Form for Kingdom Causes, Inc. dba City Net
Attachment G – Sole Source Request Form for Friendship Shelter, Inc.
Attachment H – Service Planning Area Map
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
OC COMMUNITY RESOURCES/HOUSING & COMMUNITY DEVELOPMENT &
HOMELESS SERVICES
FOR THE PROVISION OF
HOUSING AND DISABILITY ADVOCACY PROGRAM SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Social Services Agency, hereinafter referred to as “SSA,” and the Orange County Community Resources/Housing & Community Development & Homeless Services, hereinafter referred to as “OCCR,” both agencies of the County of Orange (“County”). This MOU establishes the guidelines for the implementation and administration of services for individuals who meet the guidelines set forth in this MOU.

SSA and OCCR may be referred to individually as “Party” and collectively as “the Parties.” The relationship between SSA and OCCR, with regard to this MOU, is based upon the following:

1. Both Parties are County agencies, and this MOU is established to further the interests of the County, in a collaborative effort, to meet the agencies’ objectives and/or to comply with State of California (hereinafter referred to as “State”) or federal obligations.

2. This MOU is authorized and provided for pursuant to Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016), Welfare and Institutions Code Section 18999 and Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016).
3. OCCR and SSA agree that services and activities described in this MOU are to be provided by OCCR through subcontracted providers selected pursuant to the process set out in this MOU. References to OCCR throughout this MOU will include any services and activities provided through the subcontracted provider.

4. OCCR agrees to provide services through a subcontracted provider to eligible individuals in the form of Housing and Disability Advocacy Program (HDAP) Services.

5. This MOU sets forth the guidelines authorized by both the SSA Director and the OCCR Director, for their respective employees to follow in providing HDAP services.
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1. **TERM**

   The term of this MOU shall commence on February 22, 2019, and end on June 30, 2020, unless terminated earlier pursuant to the provisions of Paragraph 17 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to reporting and confidentiality.

2. **PURPOSE**

   The purpose of this MOU is to establish the procedure for SSA and OCCR to provide HDAP Services to individuals who meet the criteria in Paragraph 4, below.

3. **DEFINITIONS**

   3.1 **Housing Disability Advocacy Program (HDAP):** A County administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance.

   3.2 **Chronically Homeless:** A homeless individual with disability who lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and:

      3.2.1 Has been homeless for at least twelve (12) months, either continuously, or on at least four (4) combined occasions in the last three (3) years; or

      3.2.2 Has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than ninety (90) days.

   3.3 **Homeless:**

      3.3.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence;

      3.3.2 An individual or family who will imminently lose their primary nighttime residence;
3.3.3 Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless, but who:

3.3.3.1 Have not had a lease, ownership interest, or occupancy agreement in permanent housing sixty (60) days previous to the application for homeless assistance; or

3.3.3.2 Have experienced persistent instability with permanent housing.

3.3.4 Any individual or family who:

3.3.4.1 Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member;

3.3.4.2 Has no other residence; and

3.3.4.3 Lacks the resources or support networks to obtain other permanent housing.

3.4 Participant: Individuals who are disabled, or likely disabled, who are experiencing homelessness.

3.5 Continuum of Care (CoC): An integrated system of care that guides families and individuals experiencing homelessness through a comprehensive array of services and housing designed to prevent and end homelessness and provide funding for efforts by nonprofit providers, and State and local governments, to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals.

3.6 Coordinated Entry System (CES): A mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized
priorities for program Participants via intake assessment. The Coordinated Entry System 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 System of Care.

3.7 Whole Person Care Program: Whole Person Care (WPC) Program is the coordination of physical, behavioral health, and social services in a patient-centered approach with the goals of improved health and well-being through more efficient and effective use of resources for Medi-Cal beneficiaries struggling with homelessness.

3.8 Bridge Housing: Emergency or Transitional Housing program models that reduce average length of stay for Participants and yielded increased Permanent Housing placement outcomes. Bridge Housing is a term used by service providers that are focused on permanent housing navigation and placement services, providing the shortest term sheltering required to achieve this outcome.

4. POPULATION TO BE SERVED

4.1 OCCR shall provide HDAP services to Participants who are disabled, or likely disabled, who are experiencing homelessness.

4.2 Referrals will be made through the CoC homeless CES by public and non-profit service providers who serve as referral partners for existing emergency shelter programs.

5. GOAL

The goal of this MOU is to outline the administration requirements of the HDAP program and to assist disabled-individuals who are experiencing homelessness in the County of Orange apply for disability benefit programs while also providing housing assistance by offering outreach, case management, and disability income advocacy services to
6. **DESCRIPTION OF SERVICES**

OCCR shall provide the following service components to HDAP Participants:

6.1 **Outreach**

Outreach efforts include, but are not limited to, working with homeless shelter providers and community organizations providing services to the homeless, as well as providing direct outreach in areas where the homeless congregate.

OCCR shall actively conduct outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:

6.1.1 General Assistance/General Relief (GA/GR) applicants and recipients with disabilities;

6.1.2 CalWORKs recipients with disabilities;

6.1.3 CalFresh recipients with disabilities;

6.1.4 Low-income veterans with disabilities; and

6.1.5 Low-income individuals with disabilities who are being discharged or can be diverted from any of the following facilities or institutions, if that individual was experiencing homelessness before entering the facility or institution:

6.1.5.1 Jails;

6.1.5.2 Prisons;

6.1.5.3 Hospitals;

6.1.5.4 Long term care facilities; or

6.1.5.5 Rehabilitation facilities.

6.2 **Case Management Services**

Case management services to be provided by OCCR shall include, but will not be limited to, the following:
6.2.1 Receiving referrals;
6.2.2 Conducting outreach, training, and technical assistance;
6.2.3 Providing assessment screening to Participants to determine needs and eligibility;
6.2.4 Promoting housing stability by supporting Participants throughout the application and housing search process; and
6.2.5 Coordinating linkage to health care, including behavioral health care for Participants, as appropriate.

6.2.5.1 This may include providing medical evaluations when other government benefit programs are unable to provide timely treatment or evaluations required to complete the disability benefit application.

6.3 Disability Income Advocacy Services

Disability Income Advocacy services shall be provided by OCCR to HDAP Participants to complete the entire application process for disability income benefit programs. These services shall be provided at no cost to Participants and shall include, but are not limited to, the following:

6.3.1 Preparing and filing complete documents for all of the following relative to the disability income benefits:

6.3.1.1 Applications;
6.3.1.2 Appeals;
6.3.1.3 Reconsiderations;
6.3.1.4 Reinstatements; and
6.3.1.5 Recertifications.

6.3.2 Coordinating with federal and State offices for all of the following relative to the disability income benefits:
6.3.2.1 Pending applications;
6.3.2.2 Appeals;
6.3.2.3 Reconsiderations;
6.3.2.4 Reinstatements;
6.3.2.5 Recertifications; and
6.3.2.6 Advocating on behalf of the Participant.

6.4 Housing Assistance

Housing assistance shall be provided to HDAP Participants concurrently throughout the disability application process. The types of housing assistance that may be provided include, but are not limited to, any of the following:

6.4.1 Interim Housing

Provision of temporary housing while seeking permanent housing. Examples of interim housing are shelters, motels, bridge housing, or any other temporary shelter that is not considered to be permanent housing.

6.4.1.1 Interim housing shall be utilized during the housing search process, and should be limited to nine (9) months or less. Interim housing may be provided beyond nine (9) months when other housing options are unavailable. However, the intent is to offer permanent housing within nine (9) months of a Participant entering interim housing; and

6.4.1.2 Housing search assistance should be provided while Participants are in interim housing.

6.4.2 Recuperative Care

Coordinating with the WPC Program to provide recuperative care for Participants who require care which would not be covered by
WPC Program, e.g., care required beyond the 90-day limit in the WPC Program.

6.4.3 Congregate Care

Provision of payment for Participants residing in sober living homes or board and care facilities, including Residential Care of the Elderly.

6.4.4 Landlord Incentives

Utilizing marketing tools as incentives to assist housing voucher holders to secure housing, e.g., funding to hold vacant housing.

6.4.5 Housing Navigation Services

Assisting Participants in finding safe and decent housing that is affordable to recipients due to rental subsidies or bridge subsidies.

6.4.6 Individual Housing Support Payments

Provision of financial assistance, including moving costs, furniture and appliances, and/or Americans with Disabilities Act (ADA) modifications.

6.4.7 Rental Subsidies

Provision of rental subsidies once permanent housing is located.

7. SUBCONTRACTS

7.1 It is mutually understood that OCCR intends to subcontract to provide the services under this MOU. In no event shall the subcontract alter, in any way, any responsibility of OCCR to SSA. SSA may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this MOU. All subcontracts must be in writing and copies of same shall be provided to SSA. OCCR shall include in each subcontract any provision SSA may require, or that
is required by the State law or regulations governing the provision of services under the HDAP Program

7.2 OCCR shall utilize a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this MOU. OCCR’s procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to OCCR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor’s performance until completion of services. OCCR’s procurement shall be consistent with any applicable State or County procurement policies.

7.3 OCCR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of SSA, and to the examination and audit by SSA or designee, for a period of five (5) years or until any pending audit is completed.

8. REPORTS

OCCR shall report to California Department of Social Services (CDSS) the following information:

8.1 The number of clients served in each of the following targeted populations:

8.1.1 Individuals who are chronically homeless or who most heavily rely on state- and county-funded services;

8.1.2 GA/GR applicants or recipients who are homeless or at risk of homelessness;
8.1.3 Parents who receive CalWORKs assistance or whose children receive assistance or children who are recipients of CalWORKs in families that are homeless or at risk of homelessness;

8.1.4 Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons, and who are homeless or at risk of homelessness;

8.1.5 Low-income veterans with disabilities who are homeless or at risk of homelessness;

8.1.6 Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities, and who are homeless or at risk of homelessness; and

8.1.7 Any other populations the Parties chose to target.

8.2 The demographics of the clients served, including race, ethnicity, age, and gender.

8.3 The number of applicants for benefits, and type of benefits, filed with the assistance of the county.

8.4 The number of disability benefit program applications approved initially, after consideration, and after appeal, including the time it took to establish benefits.

8.5 The number of disability benefit program applicants denied, including the reason for denial.

8.6 The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the rates of completed applications or approvals.

8.7 The number of clients who received subsidized housing who maintained that housing during the SSI applicant period.

8.8 The percentage of individuals approved for SSI who retain permanent housing
six (6), twelve (12), and twenty-four (24) months after benefits approval.

8.9 The amount and percentage of rental subsidy costs and of GA/GR costs recovered through Interim Assistance Reimbursement for individuals approved for benefits.

8.10 The number of individuals eligible to be served by this program but who have not yet received services.

9. SSA RESPONSIBILITIES

SSA will act as a pass through agency. OCCR will be responsible for all HDAP Program Requirements as requested by, or set out by, CDSS.

10. STATEMENT OF COSTS

10.1 OCCR shall cost apply SSA quarterly for the cost of services rendered under this MOU, for an amount not to exceed the Cost Applied Detail – Summary of actual allowable costs approved by SSA for each County Fiscal Year.

10.2 Quarters are defined as follows: July through September, October through December, January through March; and April through June.

10.3 OCCR shall process its quarterly cost apply by the tenth (10th) calendar day of the month following the end of each quarter, for the actual allowable costs incurred for staffing and supplies needed to provide the services hereunder, with the exception of the quarter ending June 30th, which includes estimated costs for the month of June, and follow up with actual cost information by July 10th.

10.4 OCCR shall provide timely budgetary information upon request from SSA, for inclusion in the Annual CDSS Proposed SSA Administrative Budget and County Budget, and any other required State and/or federal reports, and/or audits.

10.5 OCCR shall comply with any and all State and federal programmatic and fiscal claiming guidelines developed for the use of funds, including federal sub-recipient monitoring, reporting requirements, and audits.

10.6 The budget described herein encompasses February 22, 2019 through June 30,
2020.
Budget period for February 22, 2019 through June 30, 2019

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**Budget period for July 1, 2019 through June 30, 2020**

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| Administrative Positions (4): | | | |
| Management | 31.25 | .5 | $32,500 |
| Total Administrative Position Salaries | | | $32,500 |

| Direct Services (5): | | | |
| Housing Financial Assistance | N/A | N/A | $822,506 |
| Total Direct Services | | | $822,506 |

Total All Salaries and Benefits and Direct Client Services $1,265,598

OCCR HDAP Administration (4) $109,235
OCCR County Administration (4) $75,870
Total Administration $185,105

Maximum SSA Obligation 7/1/19-6/30/20 $1,450,703
(1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.

(2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this MOU. This percentage is based upon a 40-hour workweek. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this MOU, regardless of the number of hours actually worked.

(3) Direct Service positions are defined as those staff that provide outreach, case management, benefits advocacy, housing related case management, and housing assistance for Participants.

(4) OCCR Administration costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.

(5) Direct services costs include, but are not limited to, Housing Financial Assistance to a minimum of sixty (60) Participants.

11. **CONFIDENTIALITY**

11.1 SSA and OCCR agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

11.2 All records and information concerning any and all persons referred to OCCR by SSA or SSA's designee shall be considered and kept confidential by OCCR, OCCR’s employees, agents, subcontractors, and all other individuals performing services under this MOU. OCCR shall require all of its employees, agents, subcontractors, and all other individuals performing services under the MOU to sign an agreement with OCCR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

11.3 OCCR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any
person violating the provisions of said California state law may be guilty of a crime.

11.4 OCCR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

12. **SECURITY**

Security Requirements

12.1 OCCR agrees to maintain the confidentiality of all SSA and SSA-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. OCCR represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of SSA data, and to protect against unauthorized physical or electronic access to or use of SSA data. Such safeguards and controls shall include at a minimum:

12.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

12.1.1.2 Control of access to physical and electronic records to ensure SSA data is accessed only by individuals with a need to know for the delivery of MOU services.

12.1.1.3 Control to prevent unauthorized access and to prevent OCCR employees from providing SSA data to unauthorized individuals.

12.1.1.4 Firewall protection.

12.1.1.5 Use of encryption methods of electronic SSA data while in
transit from OCCR networks to external networks, when applicable.

12.1.1.6 Measures to securely store all SSA data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure SSA data shall not be altered or corrupted without SSA's prior written consent. OCCR further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

12.2 Security Breach Notification

12.2.1 OCCR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance OCCR experiences or learns of that either compromises or could reasonably be expected to comprise SSA data through unauthorized use, disclosure, or acquisition of SSA data ("Security Breach"), OCCR shall immediately notify SSA of its discovery. After such notification, OCCR will:

12.2.2 Investigate to determine the nature and extent of the Security Breach.

12.2.3 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
12.2.4 Report to SSA the nature of the Security Breach, the SSA data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what OCCR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action OCCR has taken or will take to prevent future similar unauthorized use or disclosure.

12.2.5 SSA and OCCR will collaborate to determine, on a case-by-case basis, what actions are necessary in response to a Security Breach and who will perform these actions. Actions may include but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management and credit monitoring.

13. **NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS**

OCCR shall report to SSA, in writing within twenty-four (24) hours of occurrence, the following:

13.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against the County.

13.2 Any third party claim or lawsuit filed against the County arising from or relating to services performed by OCCR under this MOU.

14. **RECORDS**

14.1 Client Records:

14.1.1 OCCR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to SSA.
14.1.2 OCCR shall keep all SSA data provided to OCCR during the term(s) of this MOU in compliance with the County and SSA records management policies and schedules. Notwithstanding anything to the contrary, upon termination of this MOU, OCCR shall relinquish control with respect to SSA data to SSA, in accordance with Subparagraph Error! Reference source not found.

15. **NOTICES**

15.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications, may be communicated through County email systems and/or via U.S. Mail to the following addresses:

SSA: County of Orange Social Services Agency  
Contracts and Procurement Services  
500 N. State College Blvd, Suite #100  
Orange, CA 92868  

OCCR: Orange County Community Resources/  
Attn: Homeless, Housing and Community Development  
1300 South Grand Avenue, Building B, 3rd Floor  
Santa Ana, CA 92705  

15.2 All notices shall be deemed effective when provided in writing, either through email or U.S. Mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

16. **RESOLUTION OF CONFLICTS**

16.1 County ordinances, regulations, policies, directives, or any other rules (“County Rules”) shall govern this agreement. If this MOU conflicts with any County
Rules, then the County Rules shall govern. Both Parties shall seek a resolution of any conflicts for the betterment of the County as a whole.

16.2 For resolution of conflicts between SSA and OCCR in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the SSA HDAP Program Manager, the OCCR Program Manager or Supervisor, and case manager.

Step 2: Conference between the SSA HDAP Program Manager and/or Deputy Director, or designee, and the OCCR HDAP Program Manager.

Step 3: Conference between the SSA Director of Assistance Program, or designee, and the Executive Director of OCCR, or designee.

17. TERMINATION

17.1 Either SSA or OCCR may terminate this MOU without penalty immediately with cause or after thirty (30) days’ written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either agency. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations; and exercise by OCCR of the right to terminate this MOU shall relieve OCCR of all further obligations.

17.2 Upon termination, or notice thereof, SSA and OCCR agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.

17.3 The obligations of SSA and OCCR under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA or OCCR
may immediately terminate or modify this MOU, without penalty. The terminating Party shall provide the other Party with written notification of such determination. Each Party agrees to immediately comply with the other Party’s decision.

18. **SIGNATURE IN COUNTERPARTS**

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. The Parties represent and warrant that the person executing this MOU on behalf of and for their respective agency is an authorized agent who has actual authority to bind the agency to each and every term, condition and obligation of this MOU and that all requirements of the agency have been fulfilled to provide such actual authority.

19. **GENERAL PROVISIONS**

19.1 This MOU represents the entire understanding of the Parties with respect to the subject matter. In the event modifications or directives are issued by the County Board of Supervisors or the Chief Executive Office that impact the provisions of this MOU, such modifications or directives shall immediately be incorporated into this MOU without further amendment by OCCR or SSA. No other change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

19.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.
WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By:  
Debra J. Baetz, Director  
County of Orange  
Social Services Agency  
Dated: 2/20/19

By:  
Dylan Wright, Director  
County of Orange  
Orange County Community Resources  
Dated: 2/20/19
CONTRACT # 18-23-0060-HDAP

FOR

Housing and Disability Income Advocacy Program

BETWEEN

COUNTY OF ORANGE

AND

MERCY HOUSE LIVING CENTERS, INC.
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ATTACHMENTS

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
Attachment E - Memorandum of Understanding between Orange County Social Service Agency and OC Community Resources/Housing & Community Development & Homeless Services
Attachment F - All County Welfare Letter Dated July 27, 2017, and January 8, 2018

EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Services Planning Areas
Exhibit 4 - Debarment Certification
Exhibit 5 – Federal Award Identification
Contract #18-23-0060-HDAP
with
Mercy House Living Centers, Inc.
for
Housing and Disability Income Advocacy Program

This Contract #18-23-0060-HDAP for Housing and Disability Income Advocacy Program (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 by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and Mercy House Living Centers, Inc., a private non-profit corporation in the State of California, with a place of business at P.O. Box 1905, Santa Ana, CA 92702, DUNS #879797165 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E - Memorandum of Understanding between Orange County Social Service Agency and OC Community Resources/Housing & Community Development & Homeless Services
Attachment F - All County Welfare Letter Dated July 27, 2017, and January 8, 2018
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas
Exhibit 4 – Debarment Certification
Exhibit 5 – Federal Award Identification

RECITALS

WHEREAS, Contractor and County are entering into this Contract for street outreach services and rental assistance using Housing and Disability Income Advocacy Program (“HDAP”) funds under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide services pertaining to street outreach services and rental assistance under the Housing and Disability Income Advocacy Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and
WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Housing and Disability Income Advocacy Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-19 and 2019-20.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the HDAP funds under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in the Attachment A – Scope of Services.

“Subcontractor or Subcontractors” means any entity that furnishes to Contractor Services or supplies relative to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: 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.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, C, D, E and F and Exhibits 1, 2, 3, 4 and 5 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor's expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, (e.g., delivery of Services as identified in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a – ), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into this Contract if set forth in full. Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all documentation and other Services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. **Insurance Requirements:**

Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor shall maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the 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.

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.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, 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.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**
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).

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.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td>Employee Dishonesty (if applicable)</td>
<td>$100,000 per occurrence (limit commensurate with exposure)</td>
</tr>
</tbody>
</table>

**Required Coverage Forms**
The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**
The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) 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.**

2) 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.

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

1) 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.

2) 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.

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.**

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.

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.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

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.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) 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.

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.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the 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. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and Subcontractors 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.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor’s expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank.**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnites, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnites or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** 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 which County’s Board of Supervisors acts as the governing Board (“County Indemnites”) 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, its agents, affiliates, employees, or any Subcontractor(s), 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 Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract.
including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.
Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through June 30, 2020, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**
   The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $673,219, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work:**
   The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**
   The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors 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 from acting in the best interests of the County. Contractor and its subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**
   No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting Services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**
   The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

   The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

   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’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected
to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the Services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Non-Supplantation of Funds: Contractor shall not supplant any federal, state, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, state, or County funds under any federal, state, or County program without prior written approval from the County.

23. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

24. Access and Records:

   A. County, the state of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor’s activities, books, documents and papers (including computer records and emails) and to records of Contractor’s Subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a Subcontractor that is pursuant to this Contract shall require the Subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. Liability. Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a Subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal, and local procurement statutes, laws, regulations and requirements.
28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. **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 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:

OC Community Resources
Housing and Community Development/
Homeless Services, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

For Contractor:

Mercy House Living Centers, Inc.
P.O. Box 1905
Santa Ana, CA 92702
Attn: Executive Director

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

35. **Non-Exclusivity:** As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County’s right or ability during the term of this Contract to increase or decrease its demand for Services hereunder.

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Program Specific Terms and Conditions:

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: [http://ocgov.com/gov/risk/programs/antifraud](http://ocgov.com/gov/risk/programs/antifraud).

38. **Fiscal Accountability:**

   A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
      i. Information pertaining to tuition rates, payments, and educational assistance payments; and
      ii. Source documentation to support accounting records; and
      iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record:** Contractor’s records shall be sufficient to:
      i. Permit preparation of required reports; and
      ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
      iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
      iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**
If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend
or as involving the County in any Contract or other obligation for future payment of money in excess
of appropriations authorized by law.

A. Contract Amount: It is expressly agreed and understood that the total amount to be paid
by County under this Contract shall not exceed the total County funding as set forth in
Attachment B-Payment/Compensation to Contractor attached hereto and incorporated
herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County
approved projects.

C. Payment of Project Activities:

1. Payment of Project Activities: County will reimburse Contractor for eligible
project-related costs only. Contractor shall submit requests for reimbursement to
County on a monthly basis beginning on June 1, 2019, and must provide adequate
documentation as required by County in accordance with the OC Community
Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached
hereto and incorporated herein by reference. In addition, Contractor will provide
a monthly performance report by the 20th of the month for the preceding month
of Services, as prescribed by County. Failure to provide any of the required
documentation and reporting will cause County to withhold all or a portion of a
request for reimbursement, or return the entire reimbursement package to
Contractor, until such documentation and reporting has been received and
approved by County.

2. If Contractor has no request for reimbursement during any quarter during the term
of this Contract, a monthly performance report, including and explanation as to
why no invoices were being processed, shall be required in lieu of a request for
reimbursement.

3. Contractor will have forty-five (45) days following the expiration of the Contract
to submit outstanding invoices for reimbursement of eligible costs incurred during
the Contract period. After the forty-five (45) day period for submitting invoices
has expired, County shall reallocate the remaining balance under this Contract for
other program purposes and Contractor shall be ineligible for any further
reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County
of Certificate(s) of Insurance as further defined in Paragraph O “Insurance
Requirements” of this Contract.

E. Eligible costs related to Services provided by Contractor must be incurred during the
period beginning May 1, 2019. The Project shall be completed and all funds provided
through this Contract shall be expended on eligible Project activities through and
including June 30, 2020.

F. If any portion of HDAP funds transferred from or paid by the County to the Contractor
are deemed ineligible for a particular use or purpose, Contractor shall return said funds
to County within 90 days of County’s written request for reimbursement.

G. ADVANCE - Notwithstanding Paragraph 41.C above, upon written request and
justification of an immediate need based upon cash forecasting from Contractor, County
may advance to Contractor a sum not to exceed one-sixth (1/6th) of County’s maximum obligation hereunder, a total of $112,203 (One Hundred Twelve Thousand Two Hundred Three Dollars). Project Manager shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under Paragraph 41.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

42. **Modification of Budget:** Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. **Performance:**
Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Contractor and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

44. **Drug-Free Workplace:**
The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

45. **Publicity, Literature, Advertisements, and Social Media:**

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

   B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
   
   1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
   
   2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,
   b. any product or service provided by Contractor, unless approved in writing by County; and,

4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

46. **Compliance with the Law:**

Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HDAP, the state and federal law and regulation, including but not limited to Welfare and Institutions Code Section 18999 et. seq., core components of Housing First enumerated in Welfare and Institutions Code Section 8255. If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract. Contractor hereby agrees, warrants, represents that all Services provided shall comply with all applicable requirements as set forth in the Attachment F, All County Welfare Directors Letter dated July 28 2017, titled Housing and Disability Advocacy Program, and All County Welfare Directors Letter January 8, 2018, titled Implementation of Housing and Disability Advocacy Program Aggregate Monthly Status Report HDAP 18, incorporated herein by reference as though those requirements are set forth herein. Contractor hereby agrees, warrants, represents that in providing the Services Contractor will comply with all applicable requirements as set forth in the Attachment E, Memorandum of Understanding between The County of Orange Social Services Agency and OC Community Resources/OC Homeless, Housing & Community Development for the provision of Housing and Disability Advocacy Program services dated February 20, 2019, incorporated herein by reference as though those requirements are set forth herein.

47. **D-U-N-S Number and Related Information:**

D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov

The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to
errors in the Contractor’s data entry for its D-U-N-S number, the Contractor must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

48. **Confidentiality**: In addition to confidentiality provision of Article S, Contractor shall ensure the confidentiality, protection and preservation of (1) the County’s Confidential Information (defined below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the “Purpose”).

   a. “Confidential Information” means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:

      i. Designated in writing as “confidential” or “private” at the time of its disclosure; or

      ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or

      iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.

   b. Obligations of Confidence: Except as expressly permitted or further restricted by this provision, Contractor agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

   c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:

      i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor shall not use the Confidential Information for any other purpose.

      ii. Disclosure: Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor’s parent or subsidiary company or a
corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:
   1. is now or becomes part of the public domain through no fault or omission of the Contractor;
   2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
   3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
   4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

Mercy House Living Centers, Inc.

By: ________________________________                      By: ________________________________

Name: ________________________________                      Name: ________________________________

Title: ________________________________                      Title: ________________________________

Dated: ________________________________                      Dated: ________________________________

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

*****************************************************************************************************************************************

County of Orange
A Political Subdivision of the State of California

By: ________________________________                      Dated: ________________________________

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM

By: ________________________________                      Dated: ________________________________

Deputy County Counsel

County of Orange
OC Community Resources

Mercy House Living Centers, Inc.
Contract # 18-23-0060-HDAP
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ATTACHMENT A

SCOPE OF SERVICES

1. Scope of Services Summary
   A. Activities:
      Mercy House Living Centers, hereinafter referred to as “Contractor,” shall perform all services set forth herein; and is responsible for administering the program funded with Housing and Disability Income Advocacy Program (“HDAP”) funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing the HDAP funds including but not limited to Welfare and Institutions Code § 18999 et seq.

      HDAP is a County-administered program that assists individuals with disabilities who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. HDAP requires that counties offer outreach, case management, disability benefit advocacy and housing assistance to all program participants. An integral part of HDAP is Supplementary Security Income/Social Security Disability Income (SSI/SSDI) Outreach, Access, and Recovery (SOAR). SOAR is a national program designed to increase access to the disability income benefit programs administered by the Social Security Administration for eligible adults and children who are experiencing or at risk of homelessness and have a serious mental illness, medical impairment, and/or a co-occurring substance use disorders. SOAR seeks to end homelessness through increased access to SSI/SSDI income supports and encourages employment as a means to increase individual income and promote recovery.

   B. Program Description:
      Contractor, pursuant to requirements set forth in the Scope of Services, shall provide street outreach, case management, disability benefits advocacy, and housing-related case management and financial assistance to disabled individuals who are experiencing homelessness and connect them to appropriate services in the Central Service Planning Area identified in Exhibit “2” (“Program”).

   C. Eligible Participants:
      HDAP was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) to assist individuals who are disabled or likely disabled and experiencing homelessness, giving highest priority to chronically homeless and those who rely most heavily on State and County funded services.
For the purposes of the Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Section 91.5.

Individuals with disabilities who are experiencing homelessness, as defined by 42 U.S. Code § 11360 (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

The highest priority shall be given to individuals who are chronically homeless or who rely the most heavily on state- and county-funded services. Other populations to be targeted by the program include, but are not limited to, the following:

a. General assistance or general relief applicants or recipients who are homeless or at risk of homelessness.

b. Low-income individuals with disabilities who can be diverted from, or who are being discharged from, jails or prisons and who are homeless or at risk of homelessness.

c. Low-income veterans with disabilities who are homeless or at risk of homelessness.

d. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities and who are homeless or at risk of homelessness.

For the purposes of the Program, in addition to definition of a homeless individual with a disability as set forth in 24 CFR section 91.5, for reference a disabled person/household is considered to be chronically homeless only when/s/he/they:

i. Have a disability such as diagnosable substance use disorder, serious mental illness, developmental disability or chronic physical illness or disability as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)) and

ii. Live in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

iii. Have been homeless and continuously living as described in section ii of this section for at least 12 months or on at least four separate occasions in the last three years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living in homeless conditions as set forth in section ii. Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a
place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

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

v. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

D. Use of Funds:
HDAP funds will be used to provide street outreach, case management, disability benefit advocacy, and housing-related case management to all eligible program participants. Said services and operations shall be engagement rich to provide people experiencing homelessness a pathway to increased benefits, service connections, healthcare, housing and increased stability.

Funds received under this Program shall be used to establish or expand programs that provide housing assistance, including interim housing, recuperative care, rental subsidies, or, only when necessary, shelters, for clients receiving services under Section 18999.2 during the clients’ application periods for disability benefits programs described in that section. The Contractor shall place a client who receives subsidies in housing that the client can sustain without a subsidy upon approval of disability benefits. If the client is not approved for disability benefits, Contractor shall assist in developing a transition plan for housing support through other available resources. A client’s participation in housing assistance programs or services is voluntary.

E. Reporting:
Contractor is required to submit monthly written reports as indicated below in Section 3.C.2.

2. Description of Program
The Contractor shall provide the following:
A. Outreach Engagement – Process for referring and referring HDAP eligible individuals to appropriate services and housing, planned outreach, and coordination with existing systems and integrating services as necessary.
B. Case Management – Supportive services that will support HDAP eligible individuals throughout the application and housing search processes, and will actively integrate services.

C. Disability Benefits Advocacy – Process for conducting screenings, assessments, preparing and filing disability applications, gathering required documentation, timely submission of benefits claims, and timeframe needed for reconsideration documents. This includes a specific program design, oversight and quality assurance processes for benefit applications, follow-up, and approval rates.

D. Housing Assistance – Contractor shall provide HDAP eligible participants with housing assistance, including but not limited to: interim housing, recuperative care, congregate care, landlord incentives, housing, navigation services, individual housing support payments, rental subsidies, housing identification processes and support.

3. Description of Services/Contractor Responsibilities

The Program will meet the County’s need to provide HDAP services, including street outreach and to connection to SSI/SSDI disability benefits, to those experiencing homelessness in collaboration with current shelter, outreach, and housing placement efforts.

A. Program Essential Requirements

Contractor shall:
1. Ensure that the Program will be in operation Monday - Friday (8 hours a day).
2. Engage in face-to-face street outreach
3. Follow up with eligible participants to connect the eligible participants to the appropriate disability benefit (SSI/SSDI)
4. Provide coordination of regional navigation support for Central Service Planning Area.
   a. Provide service navigation to region.
   b. Assist County in responding to eligible populations in shelters.

B. Program Administrative Management Tasks

Contractor shall:
1. Take appropriate action for medical/mental health emergencies.
2. Operate, maintain, coordinate and staff the resources of the Program.
3. Coordinate with County agencies engaged with those experiencing homelessness including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also engage local agencies, social services programs to assist with program services.
4. Provide supplies and equipment as needed.
5. Track program costs.
6. Review all billings and assure payments, if applicable.
7. Provide training as needed to staff, as appropriate.
8. Complete report on activities, unduplicated individuals served and costs of operation, as requested by County.
9. Coordinate with OC Community Resources, other County agencies and community-based organizations, as necessary and appropriate.
10. Contractor will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.
11. Contractor will utilize the County’s ArcGIS Survey 123 Application or comparable outreach tool and database to track and report on outreach contacts. The questions on the ArcGIS Survey 123 Application or comparable outreach tool and database will be determined by the County and will be made available real time to County staff.

C. Performance Metrics
1. For the life of the Contract, Contractor will have a target number of:
   a. 360 individuals to be screened.
   b. 30 individuals to be provided case management services.
   c. 30 individuals to be provided disability benefits advocacy services.
   d. 30 individuals to be provided housing assistance.

2. Contractor shall submit written reports on a monthly basis. Monthly reports will include:
   a. The number of clients served in each of the following targeted populations:
      1. Individuals who are chronically homeless or who rely the most heavily on state- and county-funded services;
      2. General assistance or general relief applicants or recipients who are homeless or at risk of homelessness;
      3. Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons and who are homeless or at risk of homelessness;
      4. Low-income veterans with disabilities who are homeless or at risk of homelessness;
      5. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or
rehabilitation facilities and who are homeless or at risk of homelessness;

6. Any other populations the County chooses to target.

b. Number of outreach contacts, including referrals, assessments, and screening.

c. Number of health care coordination provisions, including behavioral health care, for clients, as appropriate.

d. The demographics of the clients served, including race, ethnicity, age, and gender.

e. The number of applicants for benefits, and type of benefits, filed with the assistance of the County.

f. The number of disability benefit program applications approved initially, after consideration, and after appeal, including the time it took to establish benefits.

g. The number of disability benefit program applicants denied, including the reason for denial.

h. The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the rates of completed applications or approvals.

i. The number of clients who received subsidized housing who maintained that housing during the SSI applicant period.

j. The percentage of individuals approved for SSI who retain permanent housing six (6), twelve (12), and twenty-four (24) months after benefits approval.

k. The amount and percentage of rental subsidy costs and of General Assistance/General Relief (GA/GR) costs recovered through Interim Assistance Reimbursement for individuals approved for benefits.

l. The number of individuals eligible to be served by this program but who have not yet received services.

m. And other data points as agreed upon with the County.

n. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS and the ArcGIS Survey123 smartphone application or comparable outreach tool and database.

4. Contractor’s Additional Responsibilities/Contractor’s Program Design

A. Outreach Services – The Contractor will prioritize eligible individuals in the North Service Planning Area. The outreach and case management services required by this subdivision shall include, but not be limited to, working with homeless shelter
providers and community organizations providing services to the homeless, as well as providing direct outreach in areas where the homeless congregate. Contractor shall actively conduct outreach to populations who are likely eligible for HDAP services (see Section 1. C. 2. of this Scope of Services). Outreach efforts shall include, but not be limited to, all of the following:
1. Receiving referrals.
2. Conducting outreach, training, and technical assistance.
4. Coordinating record retrieval and other necessary means of documenting disability.
5. Coordinating the provision of health care, including behavioral health care, for clients, as appropriate.

Contractor shall also provide the following:
1. Bridges at Kraemer Place emergency shelter is operated by Contractor and shall be the designated North Service Planning Area regional service hub for HDAP services. This program accepts referrals through a designated referral process.
2. Referral partners will be provided training and resources on the referral process as well as training on how to recognize HDAP eligible participants.
3. HDAP Services shall be fully integrated with other homeless services in the Orange County Continuum of Care and referrals may include Contractor staff and/or existing outreach programs in the community include County programs, law enforcement, nonprofit agencies and others.
4. Contractor shall provide HDAP services. All Bridges at Kraemer Place guests will undergo an initial screening process before being referred to the SOAR Navigation and Case Management Team.
5. Clients eligible for housing services shall be matched through the County Coordinated Entry System and will be assigned Housing Stabilization Specialist to work with them in housing to ensure smooth transition and connectivity to services necessary to remain stably housed.

B. Case management – As the North Service Planning Area lead agency, Contractor shall provide eligible clients with case management services and housing navigation assistance that includes assessment and entry into the Coordinated Entry System.
1. Contractor’s SOAR Case Manager shall work hand-in-hand with the housing navigation supports that exist for each HDAP referred participant. This support may include other service providers such as a street outreach worker or other service providers connected with the individuals.
2. Contractor’s SOAR Case Manager and Navigation Team shall help to initiate paperwork with consumers as referred to the HDAP program by filing initial documentation of representation with SSA office and complete interviews with consumers to gather information to complete SSI/SSDI applications.
3. Contractor’s SOAR Case Managers shall coordinate case management with the in-reach and outreach partners to help the client gather medical records and other information to complete SSI/SSDI application and inform them of appointments and/or other actions that are necessary to complete the application process.

4. Contractor’s in-reach and outreach partners shall leverage their existing program resources to enhance the case management services offered to HDAP clients and provide transportation resources and assistance as needed.

5. Contractor shall hire two SOAR Case Managers, Housing Navigators and utilize the existing SOAR Certified Director of Housing Stabilization to provide HDAP case management services for the North Service Planning Area region.

C. Disability Benefits Advocacy – Contractor shall provide disability benefits advocacy services to complete the entire application process for disability income benefit programs. These services shall be provided at no cost to Participants and shall include but is not limited to, screening, assessing, developing and filing competently prepared benefit applications, appeals, reconsiderations, reinstatements, and recertifications; coordinating with Federal and State offices regarding pending benefit applications, appeals, reconsiderations, reinstatements, and recertifications and advocating on behalf of the client; gather required documentation, provide timely submission of benefits claims, and document the timeframe needed for reconsideration documents. Contractor shall also do the following:

1. Contractor shall designate a SOAR-trained Case Manager to meet with individuals who are homeless on the streets, in shelters, and other locations to provide intensive assistance and support with the SSI or SSDI application process using the SOAR model.

2. Contractor shall provide assistance to eligible clients with completing and filing the application, which includes assistance in obtaining medical evaluations and gathering documentation alongside any other case management supports the client may already have. This assistance ensures that the individual successfully receives Social Security quickly with the initial application.

3. Contractor’s outreach workers shall identify and work with people before they have applied for SSI or SSDI, ideally prior to referral. Additional assistance will be available to people who meet the eligibility requirements of SOAR but are in appeals or were previously denied.

4. Contractor’s SOAR Case Manager may also assist individuals with accessing other disability benefits such as veteran’s benefits and Cash Assistance Program for Immigrants. In those situations, they will coordinate with County staff in the Veterans Services Office or the Social Services Agency who currently assist individuals with applying for those benefits.
5. Contractor shall hire two SOAR Case Managers and utilize the existing SOAR Certified Director of Housing Stabilization to provide HDAP disability benefits advocacy services for the North Service Planning Area region.

6. The SOAR Case Manager position requires a minimum of a 4 year degree, or equivalent experience and be SOAR Certified. The SOAR Certification may also be completed upon hire. The position will require an individual who is experienced working with homeless individuals who have mental illness and/or are dually diagnosed; and are experienced working in non-traditional settings and unstructured environments. The SOAR Case Managers shall also attend any trainings/certifications as required by the State.

7. Orange County OCCR staff will serve as the county lead/coordinator providing oversight and quality control for the contracted agencies including Mercy House as the contracted agency for the North Service Planning Area.

8. Outcomes shall be tracked using HMIS and SOAR’s Online Application Tracking system.

9. HDAP clients who receive County General Relief may be served by Public Consulting Group, which has been contracted to provide SSI Advocacy services for this population.

D. Housing Assistance – Contractor shall provide housing assistance, which shall include connection to Continuum of Care components including prevention, street outreach, Coordinated Entry System, emergency shelter, transitional housing and permanent housing placement through rapid rehousing and permanent supportive housing, and housing retention services. Contractor shall use HDAP funds provided under this Contact to provide a variety of temporary and interim housing options based on the needs and preferences of eligible participants. Housing assistance shall be provided to HDAP eligible clients concurrently throughout the disability application process. Those options shall include, but are not limited to:

1. HDAP program participants assisted by Contractor shall be provided housing resources available through integration with the Coordinated Entry System as well through the services of assigned Housing Navigation staff at Bridges at Kraemer Place.

2. Housing assistance shall include the full Continuum of Care system components including prevention, street outreach, Coordinated Entry System, emergency shelter, transitional housing and permanent housing placement through rapid rehousing and permanent supportive housing, and retention services. The housing navigators shall utilize the same procedures to consider client needs and preferences for HDAP clients as for all other clients provided services.

3. Contractor may also use HDAP funds to provide a variety of temporary and interim housing options based on the needs and preferences of individual clients.
These options will include, but are not limited to:

a. Congregate Care: Payment for sober living homes or board and care facilities, including residential care for the elderly.
b. Motel Vouchers to serve as emergency shelter in the event that no emergency shelter bed is current available or appropriate for the eligible participant.
c. Landlord incentives to assist housing voucher holders to secure housing.
d. Individual housing support payments, including moving costs, furniture and appliances, Americans with Disabilities Act (ADA) modifications, etc.
e. Rapid rehousing assistance.

4. Orange County Continuum of Care has a Coordinated Entry System that established policy and procedures in accordance with the recent HUD guidance. Those written standards shall establish the housing payment standards for the various housing options offered through the program. Contractor’s Case managers shall work closely with households to identify other income. Through the Continuum of Care, Coordinated Entry System households would access other resources to ensure housing continuity once matched to a housing provider.

5. SOAR helps increase access to Social Security Administration (SSA) disability benefits for people who are experiencing or at risk of homelessness by providing SSA with complete and comprehensive applications. Use of the SOAR model significantly increases approval rates on Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) applications. For people with disabilities who are experiencing homelessness, having an income makes it easier to secure and maintain stable housing.

6. Contractor shall deliver services as a contracted agency to Orange County, as administered by OCCR.

E. Contractor acknowledges that they are required to collaborate with Orange County Continuum of Care, Coordinated Entry system and other homeless services agencies.

F. Contractor shall comply with all State of California and local regulations including all requirements, and regulations of Housing and Disability Income Advocacy Program, as applicable.

G. Contractor shall partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Contractor staff will be provided with additional emergency contact numbers. All staff of the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.
ATTACHMENT B
PAYMENT/COMPENSATION

1. **COMPENSATION:**

   This is a cost reimbursable Contract between the County and the Contractor for up to $673,219 for the period of May 1, 2019 through June 30, 2020, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County’s General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

   Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. **PAYMENT TERMS:**

   An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

   Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

   Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

   Invoice(s) are to be sent to:
   OC Community Resources
   1770 North Broadway, 4th floor
   Santa Ana, CA 92706-2642
   Attention: Accounts Payable
4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor’s Federal I. D. number
10. Total

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
## ATTACHMENT C

### BUDGET SCHEDULE

#### Budget Schedule

Anticipated Administration and Program Cost Budget

<table>
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<tr>
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<td><strong>Project Activity:</strong> Housing Financial Assistance</td>
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ATTACHMENT D

STAFFING PLAN

Staffing Plan
Project Title: HDAP Program

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<td>Housing Navigator</td>
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<td><strong>TOTAL</strong></td>
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</table>

*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY

AND

OC COMMUNITY RESOURCES/HOUSING & COMMUNITY DEVELOPMENT & HOMELESS SERVICES

FOR THE PROVISION OF HOUSING AND DISABILITY ADVOCACY PROGRAM SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Social Services Agency, hereinafter referred to as “SSA,” and the Orange County Community Resources/Housing & Community Development & Homeless Services, hereinafter referred to as “OCCR,” both agencies of the County of Orange (“County”). This MOU establishes the guidelines for the implementation and administration of services for individuals who meet the guidelines set forth in this MOU.

SSA and OCCR may be referred to individually as “Party” and collectively as “the Parties.” The relationship between SSA and OCCR, with regard to this MOU, is based upon the following:

1. Both Parties are County agencies, and this MOU is established to further the interests of the County, in a collaborative effort, to meet the agencies’ objectives and/or to comply with State of California (hereinafter referred to as “State”) or federal obligations.

2. This MOU is authorized and provided for pursuant to Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016), Welfare and Institutions Code Section 18999 and Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016).
3. OCCR and SSA agree that services and activities described in this MOU are to be provided by OCCR through subcontracted providers selected pursuant to the process set out in this MOU. References to OCCR throughout this MOU will include any services and activities provided through the subcontracted provider.

4. OCCR agrees to provide services through a subcontracted provider to eligible individuals in the form of Housing and Disability Advocacy Program (HDAP) Services.

5. This MOU sets forth the guidelines authorized by both the SSA Director and the OCCR Director, for their respective employees to follow in providing HDAP services.
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1. **TERM**

The term of this MOU shall commence on February 22, 2019, and end on June 30, 2020, unless terminated earlier pursuant to the provisions of Paragraph 17 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to reporting and confidentiality.

2. **PURPOSE**

The purpose of this MOU is to establish the procedure for SSA and OCCR to provide HDAP Services to individuals who meet the criteria in Paragraph 4, below.

3. **DEFINITIONS**

   3.1 Housing Disability Advocacy Program (HDAP): A County administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance.

   3.2 Chronically Homeless: A homeless individual with disability who lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and:

      3.2.1 Has been homeless for at least twelve (12) months, either continuously, or on at least four (4) combined occasions in the last three (3) years; or

      3.2.2 Has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than ninety (90) days.

   3.3 Homeless:

      3.3.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence;

      3.3.2 An individual or family who will imminently lose their primary nighttime residence;
3.3.3 Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless, but who:

3.3.3.1 Have not had a lease, ownership interest, or occupancy agreement in permanent housing sixty (60) days previous to the application for homeless assistance; or

3.3.3.2 Have experienced persistent instability with permanent housing.

3.3.4 Any individual or family who:

3.3.4.1 Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member;

3.3.4.2 Has no other residence; and

3.3.4.3 Lacks the resources or support networks to obtain other permanent housing.

3.4 Participant: Individuals who are disabled, or likely disabled, who are experiencing homelessness.

3.5 Continuum of Care (CoC): An integrated system of care that guides families and individuals experiencing homelessness through a comprehensive array of services and housing designed to prevent and end homelessness and provide funding for efforts by nonprofit providers, and State and local governments, to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals.

3.6 Coordinated Entry System (CES): A mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized
priorities for program Participants via intake assessment. The Coordinated Entry System 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 System of Care.

3.7 Whole Person Care Program: Whole Person Care (WPC) Program is the coordination of physical, behavioral health, and social services in a patient-centered approach with the goals of improved health and well-being through more efficient and effective use of resources for Medi-Cal beneficiaries struggling with homelessness.

3.8 Bridge Housing: Emergency or Transitional Housing program models that reduce average length of stay for Participants and yielded increased Permanent Housing placement outcomes. Bridge Housing is a term used by service providers that are focused on permanent housing navigation and placement services, providing the shortest term sheltering required to achieve this outcome.

4. POPULATION TO BE SERVED

4.1 OCCR shall provide HDAP services to Participants who are disabled, or likely disabled, who are experiencing homelessness.

4.2 Referrals will be made through the CoC homeless CES by public and non-profit service providers who serve as referral partners for existing emergency shelter programs.

5. GOAL

The goal of this MOU is to outline the administration requirements of the HDAP program and to assist disabled-individuals who are experiencing homelessness in the County of Orange apply for disability benefit programs while also providing housing assistance by offering outreach, case management, and disability income advocacy services to
Participants.

6. DESCRIPTION OF SERVICES

OCCR shall provide the following service components to HDAP Participants:

6.1 Outreach

Outreach efforts include, but are not limited to, working with homeless shelter providers and community organizations providing services to the homeless, as well as providing direct outreach in areas where the homeless congregate.

OCCR shall actively conduct outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:

6.1.1 General Assistance/General Relief (GA/GR) applicants and recipients with disabilities;
6.1.2 CalWORKs recipients with disabilities;
6.1.3 CalFresh recipients with disabilities;
6.1.4 Low-income veterans with disabilities; and
6.1.5 Low-income individuals with disabilities who are being discharged or can be diverted from any of the following facilities or institutions, if that individual was experiencing homelessness before entering the facility or institution:
   6.1.5.1 Jails;
   6.1.5.2 Prisons;
   6.1.5.3 Hospitals;
   6.1.5.4 Long term care facilities; or
   6.1.5.5 Rehabilitation facilities.

6.2 Case Management Services

Case management services to be provided by OCCR shall include, but will not be limited to, the following:
6.2.1 Receiving referrals;
6.2.2 Conducting outreach, training, and technical assistance;
6.2.3 Providing assessment screening to Participants to determine needs and eligibility;
6.2.4 Promoting housing stability by supporting Participants throughout the application and housing search process; and
6.2.5 Coordinating linkage to health care, including behavioral health care for Participants, as appropriate.

6.2.5.1 This may include providing medical evaluations when other government benefit programs are unable to provide timely treatment or evaluations required to complete the disability benefit application.

6.3 Disability Income Advocacy Services
Disability Income Advocacy services shall be provided by OCCR to HDAP Participants to complete the entire application process for disability income benefit programs. These services shall be provided at no cost to Participants and shall include, but are not limited to, the following:

6.3.1 Preparing and filing complete documents for all of the following relative to the disability income benefits:

6.3.1.1 Applications;
6.3.1.2 Appeals;
6.3.1.3 Reconsiderations;
6.3.1.4 Reinstatements; and
6.3.1.5 Recertifications.

6.3.2 Coordinating with federal and State offices for all of the following relative to the disability income benefits:
6.3.2.1 Pending applications;
6.3.2.2 Appeals;
6.3.2.3 Reconsiderations;
6.3.2.4 Reinstatements;
6.3.2.5 Recertifications; and
6.3.2.6 Advocating on behalf of the Participant.

6.4 Housing Assistance

Housing assistance shall be provided to HDAP Participants concurrently throughout the disability application process. The types of housing assistance that may be provided include, but are not limited to, any of the following:

6.4.1 Interim Housing

Provision of temporary housing while seeking permanent housing. Examples of interim housing are shelters, motels, bridge housing, or any other temporary shelter that is not considered to be permanent housing.

6.4.1.1 Interim housing shall be utilized during the housing search process, and should be limited to nine (9) months or less. Interim housing may be provided beyond nine (9) months when other housing options are unavailable. However, the intent is to offer permanent housing within nine (9) months of a Participant entering interim housing; and

6.4.1.2 Housing search assistance should be provided while Participants are in interim housing.

6.4.2 Recuperative Care

Coordinating with the WPC Program to provide recuperative care for Participants who require care which would not be covered by
WPC Program, e.g., care required beyond the 90-day limit in the WPC Program.

6.4.3 Congregate Care

Provision of payment for Participants residing in sober living homes or board and care facilities, including Residential Care of the Elderly.

6.4.4 Landlord Incentives

Utilizing marketing tools as incentives to assist housing voucher holders to secure housing, e.g., funding to hold vacant housing.

6.4.5 Housing Navigation Services

Assisting Participants in finding safe and decent housing that is affordable to recipients due to rental subsidies or bridge subsidies.

6.4.6 Individual Housing Support Payments

Provision of financial assistance, including moving costs, furniture and appliances, and/or Americans with Disabilities Act (ADA) modifications.

6.4.7 Rental Subsidies

Provision of rental subsidies once permanent housing is located.

7. **SUBCONTRACTS**

7.1 It is mutually understood that OCCR intends to subcontract to provide the services under this MOU. In no event shall the subcontract alter, in any way, any responsibility of OCCR to SSA. SSA may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this MOU. All subcontracts must be in writing and copies of same shall be provided to SSA. OCCR shall include in each subcontract any provision SSA may require, or that
is required by the State law or regulations governing the provision of services under the HDAP Program

7.2 OCCR shall utilize a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this MOU. OCCR’s procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to OCCR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor’s performance until completion of services. OCCR’s procurement shall be consistent with any applicable State or County procurement policies.

7.3 OCCR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of SSA, and to the examination and audit by SSA or designee, for a period of five (5) years or until any pending audit is completed.

8. REPORTS

OCCR shall report to California Department of Social Services (CDSS) the following information:

8.1 The number of clients served in each of the following targeted populations:

8.1.1 Individuals who are chronically homeless or who most heavily rely on state- and county-funded services;

8.1.2 GA/GR applicants or recipients who are homeless or at risk of homelessness;
8.1.3 Parents who receive CalWORKs assistance or whose children receive assistance or children who are recipients of CalWORKs in families that are homeless or at risk of homelessness;

8.1.4 Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons, and who are homeless or at risk of homelessness;

8.1.5 Low-income veterans with disabilities who are homeless or at risk of homelessness;

8.1.6 Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities, and who are homeless or at risk of homelessness; and

8.1.7 Any other populations the Parties chose to target.

8.2 The demographics of the clients served, including race, ethnicity, age, and gender.

8.3 The number of applicants for benefits, and type of benefits, filed with the assistance of the county.

8.4 The number of disability benefit program applications approved initially, after consideration, and after appeal, including the time it took to establish benefits.

8.5 The number of disability benefit program applicants denied, including the reason for denial.

8.6 The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the rates of completed applications or approvals.

8.7 The number of clients who received subsidized housing who maintained that housing during the SSI applicant period.

8.8 The percentage of individuals approved for SSI who retain permanent housing
six (6), twelve (12), and twenty-four (24) months after benefits approval.

8.9 The amount and percentage of rental subsidy costs and of GA/GR costs recovered through Interim Assistance Reimbursement for individuals approved for benefits.

8.10 The number of individuals eligible to be served by this program but who have not yet received services.

9. SSA RESPONSIBILITIES

SSA will act as a pass through agency. OCCR will be responsible for all HDAP Program Requirements as requested by, or set out by, CDSS.

10. STATEMENT OF COSTS

10.1 OCCR shall cost apply SSA quarterly for the cost of services rendered under this MOU, for an amount not to exceed the Cost Applied Detail – Summary of actual allowable costs approved by SSA for each County Fiscal Year.

10.2 Quarters are defined as follows: July through September, October through December, January through March; and April through June.

10.3 OCCR shall process its quarterly cost apply by the tenth (10th) calendar day of the month following the end of each quarter, for the actual allowable costs incurred for staffing and supplies needed to provide the services hereunder, with the exception of the quarter ending June 30th, which includes estimated costs for the month of June, and follow up with actual cost information by July 10th.

10.4 OCCR shall provide timely budgetary information upon request from SSA, for inclusion in the Annual CDSS Proposed SSA Administrative Budget and County Budget, and any other required State and/or federal reports, and/or audits.

10.5 OCCR shall comply with any and all State and federal programmatic and fiscal claiming guidelines developed for the use of funds, including federal subrecipient monitoring, reporting requirements, and audits.

10.6 The budget described herein encompasses February 22, 2019 through June 30,
2020.
Budget period for February 22, 2019 through June 30, 2019

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<th>Max Hourly Rate</th>
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Budget period for July 1, 2019 through June 30, 2020

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Total Direct Service Salaries and Benefits $410,592

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Total Direct Services $822,506

Total All Salaries and Benefits and Direct Client Services $1,265,598

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Total Administration $185,105

Maximum SSA Obligation 7/1/19-6/30/20 $1,450,703
(1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.

(2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this MOU. This percentage is based upon a 40-hour workweek. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this MOU, regardless of the number of hours actually worked.

(3) Direct Service positions are defined as those staff that provide outreach, case management, benefits advocacy, housing related case management, and housing assistance for Participants.

(4) OCCR Administration costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.

(5) Direct services costs include, but are not limited to, Housing Financial Assistance to a minimum of sixty (60) Participants.

11. CONFIDENTIALITY

11.1 SSA and OCCR agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

11.2 All records and information concerning any and all persons referred to OCCR by SSA or SSA's designee shall be considered and kept confidential by OCCR, OCCR’s employees, agents, subcontractors, and all other individuals performing services under this MOU. OCCR shall require all of its employees, agents, subcontractors, and all other individuals performing services under the MOU to sign an agreement with OCCR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

11.3 OCCR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any
person violating the provisions of said California state law may be guilty of a crime.

11.4 OCCR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

12. **SECURITY**

Security Requirements

12.1 OCCR agrees to maintain the confidentiality of all SSA and SSA-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. OCCR represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of SSA data, and to protect against unauthorized physical or electronic access to or use of SSA data. Such safeguards and controls shall include at a minimum:

12.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

12.1.1.2 Control of access to physical and electronic records to ensure SSA data is accessed only by individuals with a need to know for the delivery of MOU services.

12.1.1.3 Control to prevent unauthorized access and to prevent OCCR employees from providing SSA data to unauthorized individuals.

12.1.1.4 Firewall protection.

12.1.1.5 Use of encryption methods of electronic SSA data while in...
transit from OCCR networks to external networks, when applicable.

12.1.1.6 Measures to securely store all SSA data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure SSA data shall not be altered or corrupted without SSA's prior written consent. OCCR further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

12.2 Security Breach Notification

12.2.1 OCCR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance OCCR experiences or learns of that either compromises or could reasonably be expected to comprise SSA data through unauthorized use, disclosure, or acquisition of SSA data ("Security Breach"), OCCR shall immediately notify SSA of its discovery. After such notification, OCCR will:

12.2.2 Investigate to determine the nature and extent of the Security Breach.

12.2.3 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
12.2.4 Report to SSA the nature of the Security Breach, the SSA data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what OCCR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action OCCR has taken or will take to prevent future similar unauthorized use or disclosure.

12.2.5 SSA and OCCR will collaborate to determine, on a case-by-case basis, what actions are necessary in response to a Security Breach and who will perform these actions. Actions may include but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management and credit monitoring.

13. **NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS**

OCCR shall report to SSA, in writing within twenty-four (24) hours of occurrence, the following:

13.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against the County.

13.2 Any third party claim or lawsuit filed against the County arising from or relating to services performed by OCCR under this MOU.

14. **RECORDS**

14.1 Client Records:

14.1.1 OCCR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to SSA.
14.1.2 OCCR shall keep all SSA data provided to OCCR during the term(s) of this MOU in compliance with the County and SSA records management policies and schedules. Notwithstanding anything to the contrary, upon termination of this MOU, OCCR shall relinquish control with respect to SSA data to SSA, in accordance with Subparagraph Error! Reference source not found.

15. NOTICES

15.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications, may be communicated through County email systems and/or via U.S. Mail to the following addresses:

SSA: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd, Suite #100
Orange, CA 92868

OCCR: Orange County Community Resources/
Attn: Homeless, Housing and Community Development
1300 South Grand Avenue, Building B, 3rd Floor
Santa Ana, CA 92705

15.2 All notices shall be deemed effective when provided in writing, either through email or U.S. Mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

16. RESOLUTION OF CONFLICTS

16.1 County ordinances, regulations, policies, directives, or any other rules (“County Rules”) shall govern this agreement. If this MOU conflicts with any County
Rules, then the County Rules shall govern. Both Parties shall seek a resolution of any conflicts for the betterment of the County as a whole.

16.2 For resolution of conflicts between SSA and OCCR in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the SSA HDAP Program Manager, the OCCR Program Manager or Supervisor, and case manager.

Step 2: Conference between the SSA HDAP Program Manager and/or Deputy Director, or designee, and the OCCR HDAP Program Manager.

Step 3: Conference between the SSA Director of Assistance Program, or designee, and the Executive Director of OCCR, or designee.

17. **TERMINATION**

17.1 Either SSA or OCCR may terminate this MOU without penalty immediately with cause or after thirty (30) days’ written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either agency. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations; and exercise by OCCR of the right to terminate this MOU shall relieve OCCR of all further obligations.

17.2 Upon termination, or notice thereof, SSA and OCCR agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.

17.3 The obligations of SSA and OCCR under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA or OCCR
may immediately terminate or modify this MOU, without penalty. The terminating Party shall provide the other Party with written notification of such determination. Each Party agrees to immediately comply with the other Party’s decision.

18. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. The Parties represent and warrant that the person executing this MOU on behalf of and for their respective agency is an authorized agent who has actual authority to bind the agency to each and every term, condition and obligation of this MOU and that all requirements of the agency have been fulfilled to provide such actual authority.

19. GENERAL PROVISIONS

19.1 This MOU represents the entire understanding of the Parties with respect to the subject matter. In the event modifications or directives are issued by the County Board of Supervisors or the Chief Executive Office that impact the provisions of this MOU, such modifications or directives shall immediately be incorporated into this MOU without further amendment by OCCR or SSA. No other change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

19.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.
WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: ____________________________  
Debra J. Baetz, Director  
County of Orange  
Social Services Agency  
Dated: 2/20/19

By: ____________________________  
Dylan Wright, Director  
County of Orange  
Orange County Community Resources  
Dated: 2/20/19
July 27, 2017

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: TODD R. BLAND
Deputy Director
Family Engagement and Empowerment Division

SUBJECT: HOUSING AND DISABILITY ADVOCACY PROGRAM

The California Department of Social Services (CDSS) recently received authority to launch a new Housing and Disability Income Advocacy Program (HDAP). The 2017-18 California State Budget appropriated $43,461,000 for the program, which is available over a three year period, from July 1, 2017 through June 30, 2020. General program information and more details on the application and allocation process are outlined below.

Program Scope

Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) established the HDAP, which is a county administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. The HDAP requires that counties offer outreach, case management, advocacy, and housing assistance to all program participants. The Welfare and Institutions (W&I) Code section 18999 outlines HDAP program requirements, and additional information regarding specific HDAP requirements and recommended promising practices are provided in Attachment One.

Counties receiving state HDAP funds shall match the state funding on a dollar-for-dollar basis. Information regarding the county match requirements are outlined in Attachment Four.

HDAP Application Process

The CDSS will allocate funds for the HDAP in two rounds. The first round of allocations will be made available to applicant counties on the basis of need, according to a methodology developed by the CDSS. Any funds remaining after round one will be allocated by the CDSS on a competitive basis.

Counties should request the level of HDAP funding they believe is commensurate with their need, program capacity, and ability to provide match, even if that amount is greater than or less than the county’s need as determined by CDSS.
All County Welfare Directors Letter  
Page Two

For round one, counties that submit satisfactory applications will be funded at their total request up to the amount indicated on the HDAP County Allocation Table, as displayed in Attachment Six. This allocation table is based on county level need data relevant to HDAP, including, in order of weighted importance, the county’s percent of the statewide total of individuals experiencing homelessness; the county’s percent of the statewide total of renters with severe rental cost burden (i.e., paying more than 50% of income towards rent); and the county’s percent of the statewide total of the General Assistance/General Relief caseload. Smaller counties may wish to consider submitting joint applications.

Applications will be reviewed by the CDSS upon receipt and funds for round one will be allocated to counties on a rolling basis. Therefore, counties are encouraged to submit applications as soon as possible and not to wait until the final deadline. Counties wishing to apply for HDAP funding shall submit the completed certification (Attachment Three) and templates (Attachments Three and Four) electronically to housing@dss.ca.gov as soon as possible, but no later than Tuesday, October 31, 2017. Late applications will not be considered. Any funds remaining after round one will be awarded competitively in late 2017 or early 2018.

Data Collection, Reporting and Training

Data collection, progress monitoring, and outcome recording are essential elements of the HDAP. Forms and tracking instructions will be released under separate cover. Training and technical assistance will be offered to help programs strengthen and enhance their outreach, case management, advocacy, and delivery of housing supports at the local level.

Reimbursement and Fiscal Claiming

The County Welfare Department (CWD) is the county entity that must apply for and be allocated HDAP funds, and the CWD Director must sign the HDAP certification in Attachment Three. However, CWDs may subcontract with other entities, including county entities that will serve as the lead agency in implementing HDAP.

As with all allocations, counties that receive HDAP funding will be required to claim all costs on a quarterly basis by performing time studies and utilizing identified program codes. Claiming instructions, including the applicable program codes, will be released under separate cover.

The CDSS looks forward to partnering with counties to deliver housing support and disability advocacy to individuals and families in need. The Housing and Homelessness Bureau plans to host a conference call to respond to county questions relative to the request for proposals in early August. More information regarding the conference call will be forthcoming. If you have any questions regarding HDAP, please contact Timothy Lawless at (916) 654-1450 or at housing@dss.ca.gov.

Attachments:

One: HDAP Program Information
Two: HDAP Application Requirements and Funding Conditions
Three: HDAP Certification & Program Components Template
Four: County Match Guidelines and Template to Demonstrate Base Funding Requirement
Five: Interim Assistance Reimbursement (IAR) Resource
Six: County HDAP Allocation Chart
Housing and Disability Income Advocacy Program
General Program Overview

Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) established the Housing and Disability Income Advocacy Program (HDAP). The HDAP is a county administered program that assists individuals (including those in families) who are (1) homeless and (2) may be eligible for disability benefits. The HDAP requires that counties offer outreach, case management, advocacy, and housing assistance to all program participants. The Welfare and Institutions (W&I) Code section 18999 outlines HDAP program requirements. Specifically, the W&I Code details the types of disability income benefit programs that should be sought out by counties on behalf of HDAP program participants, how participants shall be prioritized, the populations that should be targeted to participate in HDAP, the components that must be included in the program, and the types of benefits and services that shall be provided to program participants. The HDAP requirements and recommended promising practices are outlined below in greater detail.

Further, Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016) requires that all state-funded housing programs incorporate the core components of Housing First. Therefore, the CDSS requires that the HDAP be operated in a manner consistent with SB 1380 and the core components of Housing First enumerated in W&I Code Section 8255. Housing First includes housing individuals without constraints while also linking individuals to housing as soon as possible. This means that individuals should be connected to housing early in the advocacy process, with a goal continuing to work on the disability benefits application process while also working to secure housing.

Collaboration

Collaboration, both within the county and amongst local service providers, is critical to the success of the HDAP. The CDSS requires counties in receipt of HDAP funding to consult with local benefit advocacy agencies and their local homelessness Continuum of Care (CoC) as they develop their local HDAP. Counties are strongly encouraged to partner with CoCs or other regional efforts to create and participate in the homeless coordinated entry system. This is especially critical in terms of prioritization; HDAP requires that chronically homeless or those that rely most heavily on state or county funded programs are given highest priority for HDAP services. Additional information regarding prioritization requirements is provided below. County partners, such as local community-based organizations, should be experienced in successfully providing HDAP related services, including disability income advocacy and/or housing assistance.

In addition, counties shall, at minimum, collaborate with other county departments including those responsible for health, behavioral health, and human or social services to serve homeless individuals and families in need of HDAP. This means that the HDAP should work to better integrate available wraparound services for HDAP recipients by collaborating with other county offices, within different entitlement programs, and with local service providers within the community.

Finally, the CDSS recommends that counties operating HDAP consider how other state and federally funded programs targeting services for individuals and families experiencing homelessness can be integrated with HDAP. For example, counties operating a Whole Person Care Pilot or those planning to apply for funds from the No Place Like Home initiative should consider how HDAP can best integrate with those programs.
Disability Income Programs

Participating counties shall provide required services, as described below under “Required Program Components”, for the following disability benefit programs, as appropriate:

- Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP);
- the federal Social Security Disability Insurance (SSDI) program;
- the Cash Assistance Program for Immigrants (CAPI);
- and veterans’ benefits provided under federal law, including disability compensation.

Eligible Populations: Prioritization and Screening Tools

Individuals with disabilities who are experiencing homelessness (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

Consistent with the core components of Housing First, counties must assess their local need and work in collaboration with the CoC and coordinated entry system to ensure populations with the highest needs are given the highest priority and are able to access HDAP services. Prioritization methods based on “first come, first serve” basis or based on tenant selection processes that screen-in those who are most likely to succeed are inappropriate.

Screening and/or triage tools shall be used by counties to identify high need homeless individuals. Generally, these shall be the same screening tools used by the county’s local coordinated entry, unless there is convincing evidence to use an alternative screening tool. The screening/triage tools should be used to ensure program applicants that are chronically homeless and/or rely most heavily on state or county funded programs are given highest priority for HDAP services.

Required Program Components

The county HDAP shall provide (either through the county, a contractor, or a combination of both the county and contractor) all of the following to HDAP participants:

- outreach;
- case management;
- benefits advocacy; and
- housing assistance for participants who wish to receive it.

Outreach and Case Management Services

The following outreach and case management services shall be provided as part of a county’s HDAP:

- receiving referrals;
- conducting outreach, training and technical assistance;
- providing assessment screening;
- promoting housing stability; and
- coordinating linkage to health care, including behavioral health care for participants, as appropriate.
On a case by case basis, this may include providing for medical evaluations when other government benefit programs are unable to provide timely treatment or evaluations required to complete the disability benefit application.

As a reminder, individuals or families must be experiencing chronic homelessness or homelessness, as defined below, in order to be eligible for HDAP. Programs should actively outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:

- General Assistance/General Relief (GA/GR) applicants and recipients with disabilities;
- CalWORKs recipients with disabilities;
- CalFresh recipients with disabilities;
- Low-income veterans with disabilities; and
- Low-income individuals with disabilities who are being discharged or can be diverted from any of the following, if that individual was experiencing homelessness before entering the institution:
  - Jails;
  - Prisons;
  - Hospitals;
  - Long term care facilities; or
  - Rehabilitation facilities.

Note: W&I Code Section 18999 requires counties to report the number of cases targeted for HDAP services within the benefit programs listed above on a regular basis.

As part of outreach to the populations specified above, the CDSS strongly encourages counties to actively integrate program services by offering program information and assisting with applications for any of these or other benefits the participant wishes to seek or may be eligible to. For example, if an individual is likely eligible for CalFresh benefits the client should be provided targeted case management in order to successfully complete the CalFresh application to obtain benefits and maintain benefits on an ongoing basis.

Disability Income Advocacy Services

Advocacy services to complete the entire application process for disability income benefit programs (programs specified above) shall be provided to HDAP participants. These services may be provided through legal representation (at no cost to program participants) or through case managers with benefits assistance training and shall include, but are not limited to, the following:

- Developing and filing completely prepared documents for all of the following relative to the disability income benefits:
  - Applications;
  - Appeals;
  - Reconsiderations;
  - Reinstatements; and
  - Recertifications.
- Coordinating with federal and state offices for all of the following relative to the disability income benefit:
  - Pending applications;
  - Appeals;
  - Reconsiderations;
The county may also

- Obtaining all relevant documentation from hospitals/medical centers, physicians, clinics, employers, case managers and others to meet the necessary burden of proof of a recipient’s disability.

**Housing Assistance**

Counties are required to use HDAP funds to establish or expand programs in order to provide housing assistance to program participants throughout the disability income application process. The types of housing assistance that may be provided include, but are not limited to, any of the following:

- interim housing (e.g. shelters, motels, bridge housing, or any other temporary shelter that is not considered to be permanent housing) during the housing search process;
- recuperative care;
- housing navigation services to assist the recipient in finding safe and decent housing that is affordable to recipients due to rental subsidies or bridge subsidies;
- rental subsidies in permanent housing once housing is located; or
- supportive housing for those with the highest needs.

Shelters shall not be considered housing assistance unless offered as interim housing in combination with housing navigation services. Further, programs are encouraged to limit interim housing to nine months or less and provide housing search assistance while participants are in interim housing. Interim housing may be provided beyond nine months when other housing options are unavailable. However, programs should aim to offer permanent housing within nine months of a participant entering interim housing.

The housing assistance described above shall be provided to HDAP participants concurrently throughout the disability application process. Program participants shall be provided housing that they will be able to sustain, either because the county will provide services or has partnered with another agency to transition the recipient to another form of subsidy, or the recipient has the ability to pay for the housing without a subsidy once disability income benefits are approved. If HDAP participants are not approved for disability income benefits, the county shall assist the participant in developing a transition plan for housing support through other available sources within the local community and the coordinated entry system. While programs may opt to provide rental subsidies to participants that are denied disability benefits (with no appeals left), it is strongly encouraged that they identify HDAP participants who may be denied benefits and begin seeking alternative housing options (e.g., permanent supportive housing, affordable housing through federal vouchers, referrals to appropriate workforce development programs). If a program participant decides they no longer wish to pursue an application for disability benefits, the county shall assist the participant in developing a transition plan for housing support through other available resources in the community to avoid a return to homelessness.

**Workforce Development**

If a county determines that an HDAP participant is not likely to be eligible for disability benefits, the county has the option to refer the participant to a relevant workforce development program. The county may also refer a participant, upon final approval or denial of benefits, to a relevant
workforce program after considering and assessing the circumstances of a participant’s disability and consulting with the participant. Counties are not required to include a workforce development piece with their HDAP. In addition, it is important to note that participation in a workforce development program, if offered by the county, is not a program requirement by the HDAP participant, but rather a voluntary activity.

Definitions

For the purposes of HDAP, the CDSS will define chronically homeless and homeless as defined in 24 CFR section 91.5. These are the definitions used by the U.S. Department of Housing and Urban Development (HUD). The definitions of chronically homeless and homeless are listed below for reference.

Chronically homeless:

(1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

   (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

   (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

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

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Please note: Disabling condition included in this definition of chronically homeless is not the same definition used for SSI eligibility purposes. Disabling condition for the purposes of chronic homelessness is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. A disabling condition limits an individual’s ability to work or perform one or more activities of daily living.

Homeless:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:


(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:
(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

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

Additional Program Resources

- Social Security Administration:
  
  https://www.ssa.gov/
  www.ssa.gov/work

- United States Interagency Council on Homelessness:
  
  https://www.usich.gov/
  https://www.usich.gov/opening-doors
  https://www.usich.gov/tools-for-action/webinar-key-strategies-for-connecting-people-experiencing-homelessness-to-ssi-ssdi

- National Alliance to End Homelessness:
  
  http://www.endhomelessness.org/
  http://endhomelessness.org/resource/housing-first/

- Corporation for Supportive Housing:
  
  http://www.csh.org/

- Housing California:
  
  www.housingca.org

- California Institute of Behavioral Health Solutions:
  
  www.CIBHS.org
  https://soarworks.prainc.com/
- Workforce Development:
  
  https://yourtickettowork.com
Housing and Disability Income Advocacy Program
Request for Proposals

A. PURPOSE

The California Department of Social Services (CDSS) is seeking requests from County Welfare Departments (CWDs) to implement or expand a local Housing and Disability Income Advocacy Program (HDAP). The program will be funded with monies appropriated in the 2017 Budget Act, and the monies will be available through June 30, 2020. The program requires counties to provide a dollar-for-dollar match and to seek reimbursement from the federal Commissioner of Social Security pursuant to the Interim Assistance Reimbursement (IAR) agreement (see Attachments Four and Five for additional information). Counties are required to collaborate with community partners, including established disability advocacy providers and housing services providers. Additional information regarding specific HDAP requirements and recommended best or promising practices are summarized in Attachment One.

B. CRITERIA FOR EVALUATION

In round one, counties that satisfactorily apply for HDAP will be allocated funding up to, but not more than, the amount displayed in Attachment Six. Additional funding may be available and allocated on a competitive basis once the initial, non-competitive HDAP allocation is complete. The CDSS will evaluate county responses to the questions outlined in Section C below based on the county's ability to complete the following:

1. Demonstrate the use of evidence-based models and best practices regarding the four required elements of HDAP—outreach, case management, advocacy, and housing (see resource list in Attachment One for examples).

2. Demonstrate local need, including the extent to which individuals in their community experience homelessness.

3. Demonstrate the capacity for timely implementation of an HDAP program impactful to community needs with a focus on integrating services and collaborating with other relevant county departments.

4. Demonstrate the ability to work in collaboration with the local homeless Continuum of Care and coordinated entry system and partner with established community-based organizations (CBOs). Counties should be able to demonstrate that the CBO partners have a proven track record of successfully documenting disability, getting disability income applications approved, and locating safe and sustainable housing.

5. Demonstrate the ability to maintain records, collect data, and track both qualitative and quantitative outcomes.

C. REQUIRED APPLICATION COMPONENTS

Counties requesting HDAP funds shall complete and return attached program components template (Attachment Three). A description of the items included in the program components template is listed below. The information provided in the program components template will be evaluated by the CDSS based on the evaluation criteria outlined above in Section B.

1. Funding Request Certification: Complete the attached funding request certification indicating the primary and secondary program contacts, the level of state and county
funding that will be used to fund the program, the unduplicated count of individuals targeted for HDAP services, and the County Welfare Director signature certifying that the county will adhere to the HDAP funding conditions.

2. **Program Description**: Using the attached program description template, describe the services that will be delivered relative to outreach, case management, disability benefits advocacy, housing assistance, and workforce development (if applicable) to HDAP clients.

3. **Program Statement of Need**: Complete the template providing relevant data pertaining to the county level of need for HDAP services.

4. **Detailed Program Planning Budget**: Using the attached budget template, complete a detailed program planning budget indicating the anticipated funding (including funding source) that will be utilized to operate the program. The anticipated program budget should be broken down by fiscal year (beginning in July 2017 through June 2020) and include the projected spending in the areas of administration, outreach, case management, housing assistance, and workforce development (if applicable). The budget template breaks out in-house county functions versus services that are contracted out for both county funded activities (the county match portion) and the state funded activities. Attach a proposed program organizational chart indicating any newly created positions, if applicable.

5. **Program Implementation Timeline**: Complete the attached program implementation timeline template. Counties may add additional boxes as necessary.

D. **FUNDING CONDITIONS AND PROGRAM ACKNOWLEDGEMENTS**

Counties in receipt of HDAP funding will be required to adhere to the funding conditions listed below. Funding will be contingent upon County Welfare Director certifying that the county will adhere to these conditions and acknowledge the following:

1. Ensure county representation at all CDSS required HDAP trainings and meetings.

2. Operate an HDAP consistent with the Housing First Core Components enumerated in Welfare and Institutions (W&I) Code Section 8255.

3. Ensure the HDAP is implemented according to the approved county HDAP proposal; any changes to the program description, implementation timeline or budget will be submitted to the CDSS for approval within 30 calendar days.

4. Match state HDAP funds with county funds on a dollar-for-dollar basis and maintain the level of funding expending by the county for HDAP related services in the 2015-16 fiscal year.

5. Seek reimbursement of funds used for housing assistance, general assistance, or general relief from the federal Commissioner of Social Security pursuant to the Interim Assistance Reimbursement agreement (IAR) authorized by Section 1631(g) of the federal Social Security Act.

6. Provide HDAP data elements listed in W&I Code Section 18999 in addition to data requested by CDSS, including a monthly data report, and comply with requests from the CDSS regarding implementation updates and program outcomes.
7. Target providing outreach, case management, disability benefits advocacy and housing assistance to the number of individuals experiencing homelessness and eligible for HDAP indicated in the county plan or determined by the CDSS, per the final HDAP allocation.

8. Ensure the HDAP will work with the local homeless Continuum of Care and coordinated entry systems and to ensure chronically homeless individuals are given the highest priority and have access to HDAP services. Prioritization will be based on assessment tools utilized by the coordinated entry system or alternative screening tools when convincing evidence suggest a reason for doing so.

9. Ensure the HDAP collaborates with other county departments, including those responsible for health, including behavioral health, and human or social services, at minimum. Collaboration includes sharing information necessary to pursue disability benefits (e.g., medical records, etc.).

10. HDAP staff will ensure clients understand client participation in housing assistance services is voluntary and not a required program component.

11. Acknowledge that the CDSS reserves the right to reallocate HDAP funds should the CDSS determine it is appropriate or necessary to maximize program impact throughout the state.
Housing and Disability Income Advocacy Program (HDAP)  
Request for Funding and Certification

I. PROGRAM CONTACT

Please complete the information below for the appropriate county contact(s) for the HDAP application and program implementation. A secondary contact should be used for day-to-day correspondence or as an alternate in the event the primary contact is unavailable.

County: ___________________________ Department: ___________________________

Contact Name: ___________________ Title: ________________________________
Address: ______________________________________________________________
Email: __________________________________ Phone: _______________________

Contact Name: ___________________ Title: ________________________________
Address: ______________________________________________________________
Email: __________________________________ Phone: _______________________

II. PROGRAM FUNDING REQUEST

Complete the total amount of state HDAP funds the county is requesting, the total amount of county match, and the total program budget for the duration of the program (beginning with program implementation through June 30, 2020).

<table>
<thead>
<tr>
<th>Program Funding Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total State HDAP Funding Requested</td>
</tr>
<tr>
<td>Total Amount of County Funding Match^</td>
</tr>
<tr>
<td>Total Program Funding (state and county)</td>
</tr>
</tbody>
</table>

^Indicate the status of the county match funding request below by checking the appropriate box

☐ Program proposal and budget approved by Board of Supervisors (attach verification)

☐ Program proposal and/or program budget is pending approval by Board of Supervisors.

Anticipated date approval will be granted: ______________________________

III. DIRECTOR'S CERTIFICATION

I certify that the County will administer the Housing and Disability Advocacy Program pursuant to the conditions set forth by the California Department of Social Services. I certify the information completed above and attached is true and correct.

Director's Name: ______________________________________________________

Signature: ___________________________________ Date: ____________________
Program Description

Use the template below to describe the services that will be delivered relative to outreach, case management, disability benefits advocacy and housing assistance to HDAP clients. Counties with existing HDAP like programs may wish to consider using existing program information and materials to respond to the questions below.

<table>
<thead>
<tr>
<th>Description of Services including:</th>
<th>Outreach</th>
</tr>
</thead>
<tbody>
<tr>
<td>• process for referring people;</td>
<td></td>
</tr>
<tr>
<td>• planned outreach;</td>
<td></td>
</tr>
<tr>
<td>• coordination with existing</td>
<td></td>
</tr>
<tr>
<td>systems and integrating services</td>
<td></td>
</tr>
<tr>
<td>as necessary</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Services will be Delivered (in-house or contracted, specify contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Management</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Services including:</th>
<th>Case Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>• how the program will support</td>
<td></td>
</tr>
<tr>
<td>clients throughout the application and housing search processes, and will</td>
<td></td>
</tr>
<tr>
<td>actively integrate services (e.g., ensure transportation or other</td>
<td></td>
</tr>
<tr>
<td>resources needed to attend required appointments are easily available or</td>
<td></td>
</tr>
<tr>
<td>provided, that participants have access to other benefits they may be</td>
<td></td>
</tr>
<tr>
<td>entitled to)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Services will be Delivered (in-house or contracted, specify contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Number of Individuals (to be screened for eligibility)</td>
</tr>
<tr>
<td>Case Management</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided case management)</th>
<th>Case Management</th>
</tr>
</thead>
</table>
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

<table>
<thead>
<tr>
<th>Description of Services including:</th>
<th>Disability Benefits Advocacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>• screening</td>
<td></td>
</tr>
<tr>
<td>• assessing</td>
<td></td>
</tr>
<tr>
<td>• preparing and filing</td>
<td></td>
</tr>
<tr>
<td>disability applications</td>
<td></td>
</tr>
<tr>
<td>• gathering required</td>
<td></td>
</tr>
<tr>
<td>documentation</td>
<td></td>
</tr>
<tr>
<td>• timely submission of</td>
<td></td>
</tr>
<tr>
<td>benefits claims</td>
<td></td>
</tr>
<tr>
<td>• timeframe needed for</td>
<td></td>
</tr>
<tr>
<td>reconsideration</td>
<td></td>
</tr>
<tr>
<td>documents</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Services will be Delivered (in-house or contracted, specify contractor)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate if the county intends to use a specific program design (e.g., SOAR)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Oversight and Quality Assurance Process include how to ensure:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• benefit applications are complete</td>
<td></td>
</tr>
<tr>
<td>• necessary follow-up is conducted</td>
<td></td>
</tr>
<tr>
<td>• application approval rates are adequate</td>
<td></td>
</tr>
<tr>
<td>• If the county already operates an HDAP program, include how the county intends to improve existing disability advocacy services</td>
<td></td>
</tr>
</tbody>
</table>

Note: approval rates will vary by program and may be impacted by existing advocacy infrastructure, the size of the population in need, service area, etc.

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided disability benefits advocacy services)</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Services including:</th>
<th></th>
</tr>
</thead>
</table>

Housing Assistance
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

- types of housing, including interim housing when permanent housing is not immediately secured
- housing identification procedures, including how they will consider client preferences, and proximity to transportation or other services
- how services will be coordinated with homeless Continuum of Care and integrated with the Coordinated Entry System
- standards for determining housing payments (e.g., fair market rent or other standard)
- how clients will transition from interim to permanent housing, and have the ability to maintain permanent housing once they are no longer receiving HDAP services
- for those denied disability benefits, steps the county intends to take to ensure those individuals do not return to homelessness

<table>
<thead>
<tr>
<th>How Services will be Delivered (in-house or contracted, specify contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Number of Individuals (to be provided housing assistance)</td>
</tr>
</tbody>
</table>

Optional: Workforce Development (complete only if the county intends to include a workforce development component).

Description of Services

| How Services will be Delivered (in-house or contracted, specify contractor) |
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided workforce development)</th>
<th></th>
</tr>
</thead>
</table>

Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

Program Statement of Need

Complete the information below with the most recent data available at the county level. Indicate n/a if data is not available. Use the narrative portion to provide justification or other evidence to demonstrate the need for HDAP funding.

<table>
<thead>
<tr>
<th>County's Homeless Point in Time Counts</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic Homeless</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeless</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Assistance/Relief Caseloads</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequent users of emergency services (if available)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caseload counts for existing HDAP-like programs in the county (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average approval rates and time from application to disposition for counties with existing HDAP-like programs (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative Description to Support Need for HDAP funding (Describe how the county has determined the need for HDAP funding, based on the county level data indicated above)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Program Budget (submit a budget for each fiscal year)

**County Name:**

**Fiscal Year:** 2017-2018

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Service (In House)</td>
<td>Contracted Service</td>
</tr>
<tr>
<td>County Service (In House)</td>
<td>Contracted Service</td>
<td></td>
</tr>
<tr>
<td>Administration (e.g. data tracking, program management)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total number of individuals to serve (unduplicated count) in FY 2017-18</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach a proposed organizational chart if the program budget includes new positions within the county department.

**Program Budget (submit a budget for each fiscal year)**

1 The total number of individuals served should include only those newly served in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
Housing and Disability Income Advocacy Program (HDAP)
Application Program Components Template

County Name:  
Fiscal Year: 2018-2019

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Service (In House)</td>
<td>County Service (In House)</td>
</tr>
<tr>
<td></td>
<td>Contracted Service</td>
<td>Contracted Service</td>
</tr>
<tr>
<td>Administration (e.g. data tracking, program management)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
<td></td>
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<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of individuals to serve (unduplicated count) in FY 2018-19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach a proposed organizational chart if the program budget includes new positions within the county department.

---

2 The total number of individuals served should include only those newly served in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
## Housing and Disability Income Advocacy Program (HDAP)

### Application Program Components Template

**Program Budget (submit a budget for each fiscal year)**

<table>
<thead>
<tr>
<th>County Name:</th>
<th>Fiscal Year: 2019-2020</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Service (In House)</td>
<td>Contracted Service</td>
<td>County Service (In House)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administration (e.g. data tracking, program management)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach</td>
</tr>
<tr>
<td>Case Management</td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

### Total number of individuals to serve (unduplicated count) in FY 2019-20³

Attach a proposed organizational chart if the program budget includes new positions within the county department.

---

³ The total number of individuals served should include only those *newly served* in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
Housing and Disability Income Advocacy Program (HDAP)
Application Program Components Template

**Implementation Timeline**

Use the template below to indicate the anticipated program implementation timeline. Counties may add additional boxes as necessary.

<table>
<thead>
<tr>
<th>Establish Formal Partnerships</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engagement with homelessness Continuum of Care (CoC)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Status of CoC Coordinated Entry</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Collaboration with other county departments, including behavioral health</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contractor(s) and partner(s): list specific organization(s) and the anticipated date that contracts/MOUs will be executed</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Development</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hire and train staff</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Establish program policies and procedures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Develop program forms and notices</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Community outreach/marketing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>In consultation with CDSS, develop data collection and evaluation process</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Implementation</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Identification/outreach to potentially eligible individuals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Outreach to potentially eligible individuals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Begin accepting referrals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Begin filing disability applications</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

4 In accordance with the Notice Establishing Additional Requirements for a Continuum of Care (CoC) Centralized or Coordinated Assessment System issued on January 23, 2017, CoCs are expected to establish or update their coordinated entry process by January 23, 2018.
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

<table>
<thead>
<tr>
<th>Begin providing housing assistance</th>
<th></th>
</tr>
</thead>
</table>
Housing and Disability Income Advocacy Program
County Match Funding Guidelines

Counties in receipt of Housing and Disability Income Advocacy Program (HDAP) funding are required to match the state HDAP funding on a dollar-for-dollar basis. This document summarizes the county match guidelines associated with the HDAP and outlines the general match provisions, how in-kind funding may be used as a match, county funded match examples and defines the items prohibited from being claimed as a match.

In accordance with Welfare and Institution (W&I) Code section 18999.1(b), counties in receipt of HDAP funds are required to maintain a level of county funding for the outreach, case management, advocacy, and housing assistance at least equal to the total amounts expended by the county for Fiscal Year (FY) 2015-16. Further, funds provided for the HDAP shall supplement and not supplant current county funding for these purposes. This means that counties must maintain the base spending (amount expended in FY 2015-16) and may not replace the previous county funding with state HDAP funding. The base expenditures are eligible to be used as the county match in the county’s request for HDAP funding, as long as the expenditures are not used towards match requirements for other programs, and the level of county spending is maintained. The county may choose to allocate additional county funds (above base) to be used as a match in order to request additional state HDAP funding.

The CDSS has developed the enclosed template that counties shall complete in order to demonstrate the level of funds expended for HDAP related services during the FY 2015-16. Counties should refer to Attachment One for a description of eligible populations and definitions of outreach, case management, advocacy and housing assistance, relevant to the HDAP.

General Match Requirements

In all match instances, the county must ensure the cost is not charged/reimbursed twice for the same service, activity, personnel expense, etc., especially in the circumstance where the objectives in both grants are similar. Proper documentation should be kept on file at the county that substantiates all HDAP/match claims.

Provisions

County matching funds must follow the following provisions:
- Are verifiable from the County Welfare Department’s records.
- Are necessary and reasonable for accomplishment of the project or program objectives.
- Are allowable under the cost principles outlined in subpart E of 2 CFR 200.

In-Kind Matches

In-kind matches may be allowable for the HDAP county match requirement. In order for in-kind donations to qualify as allowable match, they must be substantiated with written documentation provided on the source agency’s letterhead, signed, and dated by an authorized representative. Documentation must include: Description and value of the donated goods, specific date and fiscal year for which the goods will be contributed, and the method used to determine the value of the donation. A memorandum of understanding (MOU) for in-kind services must be in place prior to provision of the service. The MOU must contain the following elements: an unconditional commitment to provide the service(s), description of the specific service(s) to be
provided, the profession of the persons providing the service(s) and hourly cost of the service(s), the timeframe in which the service(s) will be provided, the system that will be used to document the actual level and value of the service(s) as provided.

The following are examples of in-kind contributions that may count towards the county’s match if all other requirements are met.

- Example 1: A non-profit organization provides a case manager, paid for through a services contract with a supportive housing developer, to case manage residents of the development; the services of the coordinator can be reasonably calculated and included as part of the county’s match.
- Example 2: The county or city housing authority agrees to set aside or establish a preference for HDAP participants accessing housing/rental vouchers. The value of the vouchers (e.g. Fair Market Rent) may be counted towards the county’s match obligation. (Note: If the voucher is subsidized with federal funds then the value of the voucher is not eligible for IAR.)
- Example 3: A low income housing complex agrees to set aside apartments funded through public affordable housing dollars to house HDAP participants. The value of the affordable apartments may be counted towards the county’s match obligation. (Note: the value of the apartments of the complex donated for use in the HDAP program may not be eligible for reimbursement through the IAR process if the complex was built using federal funds.)
- Example 4: A community based organization (CBO) provides rental subsidies as a long term housing option in which to house an eligible recipient to allow the individual to exit homelessness. The value of the rental subsidies provided as an in-kind donation from the CBO can be counted towards the county’s match requirement. (Note: the value of the rental subsidies used in the HDAP program may not be eligible for reimbursement through the IAR process if the rental subsidies are federally funded.)

COUNTY COSTS ELIGIBLE FOR MATCH

The county may also meet their HDAP match requirement through county funds and cash contributions or match. Cash contribution or match is either the county’s own public funds or cash donations from third parties (i.e. partner organizations), or through grants, where cash donation or grant rules explicitly allow use of funds in this manner. A cash match contribution is an actual cash contribution. Public funds are defined as appropriations made directly to the CWD or funds otherwise made available to the CWD by another unit of local government. Private funds are defined as bequests and contributions by private organizations, foundations, agencies, private educational institutions or individuals.

Cash contribution or private funds may be used as a match only:
- when transferred to the State or local agency and under its administrative control;
- are donated without restrictions;
- do not revert to the donor’s facility or use.

Assuming all other match requirements are met, examples of county costs that may be eligible as a match for the HDAP include, but are not limited to:
1. County funded salaries and administrative costs of General Assistance (GA)/General Relief (GR) program(s)
2. County funds expended on housing assistance.
3. County funded contracted costs related to running the HDAP.
4. County funded HDAP administrative costs including case management, outreach, and advocacy services. This can include county funded activities completed in an effort to increase the HDAP match, at the county's option.

Interim Assistance Reimbursement (IAR)

Because IAR funds are considered reimbursement of county funds already expended, the funds received through the IAR process in conjunction with the HDAP may be used towards the county match requirement. It is important to note that because the eligible HDAP population may include clients receiving GA/GR while applying for SSI benefits, counties should recognize that any expenditures, including in-kind partially funded with federal funds are ineligible for IAR. When calculating the amount that can be reimbursed to the county through the IAR process, in-kind benefits that were federally funded or commingled with federal funds, cannot be included in that calculation. For example, a community based organization (CBO) provides rental subsidies as a long term housing option providing housing to an eligible recipient allowing the individual to exit homelessness. The CBO funds the housing through a federal award (i.e., Section 8 or Continuum of Care program funds, like "Shelter Plus Care"). The costs of the rental subsidies provided as an in-kind donation from the CBO cannot be included in the calculation of reimbursement for assistance to that individual through the IAR process (see Attachment Five for additional information).

Reinvestment in Housing Assistance

Counties are reminded that reimbursed housing assistance funds received through the IAR process are to be reinvested into additional housing assistance for clients under HDAP as specified in W&I Code section 18999.4(b).

Prohibitions

State funds may not be used towards a county’s match requirement in order to draw down HDAP funding.

Other State Funded Programs

Services, payments and other CalWORKs Homeless Assistance, Housing Support Program, and Family Stabilization supports, may not count towards the county’s match obligations as those programs are funded with State funds and may not be used to fulfill a county’s match requirement for the HDAP program. Furthermore, Bringing Families Home (BFH) funds and those funds used as a match for the BFH Program are not eligible to be used as a match for the HDAP Program.
Housing and Disability Advocacy Program
Template to Demonstrate Base Funding Requirement

County Name: ________________________________________________________________

County Contact Name and Phone Number: ________________________________________

The purpose of this template is to identify the funds expended by the county during the 2015-16 fiscal year. This information will be used to determine the base funding relevant to the Housing and Disability Advocacy Program (HDAP), pursuant to Welfare and Institutions Code section 18999.1(b)(2).

Instructions: Use the table below to document amounts expended by the county for HDAP eligible participants related to outreach, active case management, advocacy and housing assistance during the 2015-16 fiscal year. Counties shall provide the current population served, the current activity, expenditure amounts spent on the activity in FY 2015-16 including the program code from the County Expense Claim utilized, if applicable. Refer to Attachment Two for a description of the eligible population and definition of outreach, case management, advocacy and housing assistance. An example is provided in the first row, for your reference.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GA/GR</td>
<td>Case Management – Assessment Screening</td>
<td>$5,150</td>
<td>Extraneous</td>
</tr>
</tbody>
</table>
Housing and Disability Income Advocacy Program
Information on Interim Assistance Reimbursement

Interim Assistance Reimbursement (IAR) is a federal and state program that allows the counties to recover General Assistance/General Relief (GA/GR) and other payments of cash or in-kind benefits made to indigent county residents to meet their immediate needs (food, clothing, shelter, transportation, etc.) while their SSI or CAPI applications are being reviewed. The HDAP requires that counties seek reimbursement through IAR per W&I Code 18999.4(b). Due to the many months required to review these applications, claimants approved for SSI or CAPI receive retroactive benefits back to the date of original application. Counties may retain a portion of those retroactive benefits to cover GA/GR paid out during the interim. The counties can recover their interim immediate needs payments such as GA/GR and other payments of cash or in-kind benefits only if:

- The recipient has authorized the county to do so by signing form SSP 14 and that form remains valid; and
- The recipient’s application for SSI or CAPI is approved; and
- Within ten days of approval of SSI or CAPI, the county sends the recipient a completed apportionment form (SSP 18) along with the portion of retroactive benefits remaining after the county is reimbursed; and
- The source of the immediate needs benefits paid out did not include any federal funds.

Situations in which the county cannot be reimbursed for assistance:

Expiration of Authorization

The SSP 14 authorization has a life of 12 months. If a GA/GR recipient signs an SSP 14 but does not apply for SSI until after 12 months have elapsed, benefits paid out by the county are not recoverable through the SSI program (unless the recipient signs a new authorization).

Example: As part of its ongoing audits, Social Security Administration (SSA) examines a case in which the county retained IAR after the recipient was granted SSI. No SSP 14 is found in the file. The recipient is deemed not to have authorized the county’s reimbursement; county must return the IAR that it retained to the recipient even if county has an electronic record showing that the SSP 14 was signed.

Example: County directs an indigent resident to apply for SSI and begins paying out General Relief to meet his immediate needs. Recipient signs the SSP 14 but does not apply for SSI until 14 months later. SSI is ultimately granted. County may not use the IAR program to recover the GR it paid out because the authorization expired after 12 months and recipient failed to sign a new one.

Denial of Federal/State Benefits

When a GA/GR recipient is denied SSI, has lost or abandoned all relevant appeals, and is ineligible for CAPI, the county cannot use the IAR program to recover any of the benefits that it paid out to the recipient for immediate needs.
Apportionment Issues

A county may not exceed the ten-day apportionment period.

Example: County is entitled to use the IAR program to recover the GA/GR it paid out to a recipient who is eventually approved for SSI. SSA sends the recipient’s retroactive check to the county. County retains the amount of GA/GR previously paid to the recipient. Three weeks later, county sends the SSP 18 apportionment form to the recipient along with the recipient’s portion of the retroactive SSI payment. County must pay back to the recipient the portion it retained as IAR because the county exceeded the ten-day apportionment period.

Federal Financial Participation (FFP)

If a county program through which the immediate needs of an indigent resident are met involves even one dollar of federal funds, none of the benefits paid out by the county to that individual may be recovered through the IAR program.

Example: County receives a federal grant to provide housing to its homeless population. The grant provides only a small portion of the funds required for this purpose; the county and state funds the remainder. An indigent resident who is homeless applies to the county for benefits. As he is disabled, the county directs him to apply for SSI. While awaiting an SSI determination, the county satisfies the applicant’s immediate need for shelter by providing him with an apartment. Rather than paying General Assistance checks to the applicant, the county pays the GA funds allocated to this individual directly to the owner of the housing. The applicant is eventually approved for SSI. Amounts paid by the county for the applicant’s housing are not recoverable through IAR. Even if the county can demonstrate that these housing payments came strictly from county or state funds and that not one dollar of those payments was contributed by federal grant money, the fact that the program involved some form of federal financial participation disqualifies the county from interim assistance reimbursement. Due to subrogation issues, Social Security Administration has a firm policy of denying IAR in such cases rather than examining the apportionment of federal and state/county funds.
The Housing and Disability Income Advocacy Program (HDAP) county allocation table is based on county level need data relevant to HDAP, including, in order of weighted importance, the county’s percent of the statewide total of individuals experiencing homelessness; the county’s percent of the statewide total of renters with severe rental cost burden (i.e., paying more than 50% of income towards rent); and the county’s percent of the statewide total of the General Assistance/General Relief caseload. The minimum allocation amount was set at $75,000; however, smaller counties may wish to consider submitting joint applications. Counties may request more or less than the allocation amount set in the table.

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<td><strong>State Total</strong></td>
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</table>
January 8, 2018

Mike Ryan
Orange County Social Services Agency
500 N. State College Blvd.
Orange, CA 92868

Dear Director Ryan,

Congratulations! I am pleased to inform you that your county’s application for Housing and Disability Advocacy Program (HDAP) funding, authorized per Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016), has been accepted. Your preliminary state funded HDAP allocation is $2,147,651 and is available for use through June 30, 2020. A certification letter which outlines the conditions of this HDAP allocation, as specified in All County Welfare Directors Letter dated July 27, 2017, Attachment Two, Section D, will be requested from County Welfare Departments once final HDAP allocations are released to all applicant counties.

CDSS plans to work closely with HDAP counties and will be hosting HDAP meetings and learning forums in an effort to provide participating counties an opportunity to share best practices and enhance their programs. Meetings may be conducted via telephone calls or county visits, while learning forums will generally be located at or near CDSS headquarters at 744 P Street, Sacramento, CA 95814. In-person attendance by the HDAP designated county contact is required at all HDAP learning forums. The first learning forum has been scheduled for January 17-18, 2018 in Sacramento. Please hold those dates on your calendar. Additional information regarding required meetings and learning forums will be sent electronically to your designated county HDAP contact.

Counties that receive HDAP funding are required to claim all HDAP costs on the County Expense Claim on a quarterly basis by performing time studies and utilizing the identified HDAP program code. HDAP claiming instructions are attached for your review. If you have any questions regarding the claiming instructions, please direct them to the Fiscal Policy and Analysis Bureau at FISCAL.SYSTEMS@dss.ca.gov.

CDSS thanks you for your proposal and looks forward to partnering with you on the implementation of your HDAP. If you have any questions, please contact me at Alicia.Sutton@dss.ca.gov or at (916) 654-1450.

Sincerely,

ALI SUTTON
Chief, Housing, Homelessness and Civil Rights Branch

c:  Wendy Aquin, Division Director, Assistance Programs
    Mike Edmundson, Deputy Division Director, Assistance Programs

Attachments:  HDAP Initial Data Elements
              HDAP Fiscal Claiming Instructions
Subject: OC Community Resources  
Contract Reimbursement Policy  

Effective: July 1, 2010  
Revised: February 7, 2019

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.  
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

**PROCEDURES:**

**Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000

2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)

3. Summary of leveraged resources (if applicable)

4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)”

5. Grantee Performance Report (if required by Contract)

6. Supporting documentation shall be on single-sided sheets

7. Please redact employees’ Social Security Number from payroll reports

8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

**Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:** Inquiries may be directed to OCCR Accounts Payable at: OCCRAccountsPayable@occr.ocgov.com
Certification for a Drug-Free Workplace

Mercy House Living Centers, Inc.

Applicant Name

Housing and Disability Income Advocacy Program contract #18-23-0060-HDAP

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official  Patti Long  Title  Associate Director

Signature  [Signature]  Date  3/29/2019
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants’ responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are 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 contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Patti Long

Name

Associate Director

Title

Authorized Signature

3/29/2019

Date
DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the 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 contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. 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 the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
1. Federal Award Identification
   A. Subrecipient Name: Mercy House Living Centers, Inc.
   B. Subrecipient’s Unique Identifier (DUNS): 879797165
   C. Federal Award Identification Number (FAIN): N/A
   D. Federal Award Date: N/A
   E. Subaward Period of Performance: 5/1/19 – 6/30/20
   F. Total Amount of Federal Funds Obligated by the Action: $ N/A

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   G. Total Amount of Federal Funds Obligated to the Subrecipient: $ N/A
   H. Total Amount of the Federal Award: $ N/A
   I. Federal Award Project Description: N/A
   J. Federal Awarding Agency: N/A
   K. Name of Pass Through Entity (PTE): N/A
   L. Contact Information for the Awarding Official: Cymantha Atkinson, Interim Executive Director (714) 480-2729 Cymantha.Atkinson@occr.ocgov.com
   M. CFDA Number and Name: N/A
   N. Whether Award is R&D: N/A
   O. Indirect Cost Rate for the Federal Award: N/A
CONTRACT # 18-23-0062-HDAP

FOR

Housing and Disability Income Advocacy Program

BETWEEN

COUNTY OF ORANGE

AND

KINGDOM CAUSES, INC. dba CITY NET
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**ATTACHMENTS**

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
Attachment E - Memorandum of Understanding between Orange County Social Service Agency and OC Community Resources/Housing & Community Development & Homeless Services
Attachment F - All County Welfare Letter Dated July 27, 2017, and January 8, 2018

**EXHIBITS**

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas
Exhibit 4 - Debarment Certification
Exhibit 5 – Federal Award Identification
Contract # 18-23-0062-HDAP
with
Kingdon Causes, Inc. dba City Net
for
Housing and Disability Income Advocacy Program

This Contract #18-23-0062-HDAP for Housing and Disability Income Advocacy Program (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 by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and Kingdom Causes, Inc. dba City Net, a private non-profit corporation in the State of California, with a place of business at 4508 Atlantic Ave., Suite 292, Long Beach, CA 90807-1520, DUNS #361759140 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E – Memorandum of Understanding between Orange County Social Service Agency and OC Community Resources/Housing & Community Development & Homeless Services
Attachment F – All County Welfare Letter Dated July 27, 2017, and January 8, 2018
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas
Exhibit 4 – Debarment Certification
Exhibit 5 – Federal Award Identification

RECITALS

WHEREAS, Contractor and County are entering into this Contract for street outreach services using Housing and Disability Income Advocacy Program (“HDAP”) funds, under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide services pertaining to street outreach services under the Housing and Disability Income Advocacy Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and
WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Housing and Disability Income Advocacy Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-2019 and 2019-20.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the HDAP funds under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in the Attachment A – Scope of Services.

“Subcontractor or Subcontractors” means any entity that furnishes to Contractor Services or supplies relative to this Contract.
Articles

General Terms and Conditions:

A. Governing Law and Venue: 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.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, C, D, E, and F, and Exhibits 1, 2, 3, 4 and 5 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor's expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use anypatented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, (e.g., delivery of Services as identified in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a -- ), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into this Contract bas if set forth in full. Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all documentation and other Services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. Insurance Requirements:
Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor shall maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the 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.

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.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, 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.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

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).

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.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td>Employee Dishonesty (if applicable)</td>
<td>$100,000 per occurrence (limit</td>
</tr>
<tr>
<td></td>
<td>Commensurate with exposure)</td>
</tr>
</tbody>
</table>

**Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) 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.

2) 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.

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

1) 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.

2) 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.

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.

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.

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.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

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.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) 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.

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.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the 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. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors 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.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor’s expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank.**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnities, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnities or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** 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 which County’s Board of Supervisors acts as the governing Board (“County Indemnities”) 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, its agents, affiliates, employees, or any Subcontractor(s), 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 Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract.
including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s Project Manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor, immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.
**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through June 30, 2020, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**
   The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $983,556, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work:**
   The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**
   The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors 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 from acting in the best interests of the County. Contractor and its subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**
   No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase of Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**
   The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

   The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and its Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

   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’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements**: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements**: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected
to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the Services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Non-Supplantation of Funds:
 Contractor shall not supplant any federal, state, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, state, or County funds under any federal, state, or County program without prior written approval from the County.

23. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

24. Access and Records:

A. County, the state of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor’s activities, books, documents and papers (including computer records and emails) and to records of Contractor’s subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. **Records Retention.** All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. **Liability.** Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any Subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal and local procurement statutes, laws, regulations and requirements.
28. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. Gratuities: The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. 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 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 here to may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources
Housing and Community Development/ Homeless Services, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

For Contractor:

Kingdom Causes, Inc. dba City Net
4508 Atlantic Ave., Suite 292
Long Beach, CA 90807-1520
Attn: Executive Director

32. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

34. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

35. Non-Exclusivity: As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County’s right or ability during the term of this Contract to increase or decrease its demand for Services hereunder.
Program Specific Terms and Conditions:

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: http://ocgov.com/gov/risk/programs/antifraud.

38. **Fiscal Accountability:**

   A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
      i. Information pertaining to tuition rates, payments, and educational assistance payments; and
      ii. Source documentation to support accounting records; and
      iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record:** Contractor’s records shall be sufficient to:
      i. Permit preparation of required reports; and
      ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
      iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
      iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**

If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B - Payment/Compensation to Contractor attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. **Payment of Project Activities:**
   1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached thereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of Services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.

   2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

   3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

D. **Advances:** Notwithstanding Paragraph 41.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County
may advance to Contractor a sum not to exceed one-sixth (1/6th) of County’s maximum obligation hereunder, a total of $163,926 (One Hundred Sixty-Three Thousand Nine Hundred Twenty-Six Dollars). Project Manager shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under Paragraph 41.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

42. **Modification of Budget:** Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the budget may include the addition of any new budget category.

43. **Performance:** Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Contractor and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

44. **Drug-Free Workplace:**
The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

45. **Publicity, Literature, Advertisements, and Social Media:**

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

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

1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;

2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,
   b. any product or service provided by Contractor, unless approved in writing by County; and,

4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

46. **D-U-N-S Number and Related Information:**

   D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov

   The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient’s data entry for its D-U-N-S number, the Contractor/Subrecipient must immediately update the information as required.

   The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

47. **Compliance with the Law:**

   Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HDAP, the state and federal law and regulation, including but not limited to Welfare and Institutions Code Section 18999 et. seq., core components of Housing First enumerated in Welfare and Institutions Code Section 8255. If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract. Contractor hereby agrees, warrants, and represents that all Services provided shall comply with all applicable requirements as set forth in the Attachment F, All County Welfare Directors Letter dated July 28 2017, titled Housing and Disability Advocacy Program, and All County Welfare Directors Letter January 8, 2018, titled Implementation of Housing and Disability Advocacy Program Aggregate Monthly Status Report HDAP 18, incorporated herein by reference as though those requirements are set forth herein. Contractor hereby agrees, warrants, and represents that in providing the
Services Contractor will comply with all applicable requirements as set forth in the Attachment E, Memorandum of Understanding between The County of Orange Social Services Agency and OC Community Resources/OC Homeless, Housing & Community Development for the provision of Housing and Disability Advocacy Program services dated February 20, 2019, incorporated herein by reference as though those requirements are set forth herein.

48. **Confidentiality**: In addition to confidentiality provision of Article V, Contractor shall ensure the confidentiality, protection and preservation of (1) the County’s Confidential Information (defined below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the “Purpose”).

   a. “Confidential Information” means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:

      i. Designated in writing as “confidential” or “private” at the time of its disclosure; or

      ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or

      iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.

   b. Obligations of Confidence: Except as expressly permitted or further restricted by this provision, Contractor/Subrecipient agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor/Subrecipient generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

   c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:

      i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor/Subrecipient shall not use the Confidential Information for any other purpose.

      ii. Disclosure: Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor’s parent or subsidiary company or a
corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:
   1. is now or becomes part of the public domain through no fault or omission of the Contractor;
   2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
   3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
   4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

Kingdom Causes, Inc. dba City Net

By: Brad Fieldhouse
Name: Brad Fieldhouse
Title: President/Executive Director
Dated: 3/29/2019

By: Arthur Gray
Name: Arthur Gray
Title: Secretary
Dated: 3/30/2019

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

**********************************************************************************************************************************************

County of Orange
A Political Subdivision of the State of California

By: Dylan Wright, Director
OC Community Resources
Dated: 4/1/2019

APPROVED AS TO FORM

By: Golnaz Bardich
Deputy County Counsel
Dated: 4/1/2019
ATTACHMENT A

SCOPE OF SERVICES

1. Scope of Services Summary
   A. Activities:
      Contractor shall perform all services set forth herein; and is responsible for
      administering the program funded with Housing and Disability Income Advocacy
      Program (“HDAP”) funds, as described as follows, in a manner satisfactory to the
      County and consistent with any standards required as a condition of providing the
      HDAP funds including but not limited to Welfare and Institutions Code § 18999 et seq.

      HDAP as a County-administered program that assists individuals with disabilities
      who are experiencing homelessness apply for disability benefit programs while also
      providing housing assistance. HDAP requires that counties offer outreach, case
      management, disability benefit advocacy and housing assistance to all program
      participants. An integral part of HDAP is Supplementary Security Income/Social
      Security Disability Income (SSI/SSDI) Outreach, Access, and Recovery (SOAR). SOAR
      is a national program designed to increase access to the disability income
      benefit programs administered by the Social Security Administration for eligible
      adults and children who are experiencing or at risk of homelessness and have a
      serious mental illness, medical impairment, and/or a co-occurring substance use
      disorders. SOAR seeks to end homelessness through increased access to SSI/SSDI
      income supports and encourages employment as a means to increase individual
      income and promote recovery.

   B. Program Description:
      Contractor, pursuant to requirements set forth in the Scope of Services, will provide
      street outreach, case management, disability benefits advocacy, and housing-related
      case management and financial assistance to disabled individuals who are
      experiencing homelessness and connect them to appropriate services in the Central
      Service Planning Area identified in Exhibit “2” (“Program”).

   C. Eligible Participants:
      HDAP was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) to
      assist individuals who are disabled or likely disabled and experiencing
      homelessness, giving highest priority to chronically homeless and those who rely
      most heavily on State and County funded services.
For the purposes of the Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Section 91.5.

Individuals with disabilities who are experiencing homelessness, as defined by 42 U.S. Code § 11360 (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

The highest priority shall be given to individuals who are chronically homeless or who rely the most heavily on state- and county-funded services. Other populations to be targeted by the program include, but are not limited to, the following:

a. General assistance or general relief applicants or recipients who are homeless or at risk of homelessness.

b. Low-income individuals with disabilities who can be diverted from, or who are being discharged from, jails or prisons and who are homeless or at risk of homelessness.

c. Low-income veterans with disabilities who are homeless or at risk of homelessness.

d. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities and who are homeless or at risk of homelessness.

For the purposes of the Program, in addition to definition of a homeless individual with a disability as set forth in 24 CFR section 91.5, for reference a disabled person/household is considered to be chronically homeless only when/s/he/they:

i. Have a disability such as diagnosable substance use disorder, serious mental illness, developmental disability or chronic physical illness or disability as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)) and

ii. Live in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

iii. Have been homeless and continuously living as described in section ii of this section for at least 12 months or on at least four separate occasions in the last three years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living in homeless conditions as set forth in section ii. Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a
place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

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

v. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

D. Use of Funds:
HDAP funds will be used to provide street outreach, case management, disability benefit advocacy, and housing-related case management to all eligible program participants. Said services and operations shall be engagement rich to provide people experiencing homelessness a pathway to increased benefits, service connections, healthcare, housing and increased stability.

Funds received under this Program shall be used to establish or expand programs that provide housing assistance, including interim housing, recuperative care, rental subsidies, or, only when necessary, shelters, for clients receiving services under Section 18999.2 during the clients’ application periods for disability benefits programs described in that section. The Contractor shall place a client who receives subsidies in housing that the client can sustain without a subsidy upon approval of disability benefits. If the client is not approved for disability benefits, Contractor shall assist in developing a transition plan for housing support through other available resources. A client’s participation in housing assistance programs or services is voluntary.

E. Reporting:
Contractor is required to submit monthly written reports as indicated below in Section 3.C.2.

2. Description of Program
The Contractor shall provide the following:
A. Outreach Engagement – Process for referring and referring HDAP eligible individuals to appropriate services and housing, planned outreach, and coordination with existing systems and integrating services as necessary.
B. Case Management – Supportive services that will support HDAP eligible individuals throughout the application and housing search processes, and will actively integrate services.
C. Disability Benefits Advocacy – Process for conducting screenings, assessments, preparing and filing disability applications, gathering required documentation, timely submission of benefits claims, and timeframe needed for reconsideration documents. This includes a specific program design, oversight and quality assurance processes for benefit applications, follow-up, and approval rates.

D. Housing Assistance – Contractor shall provide HDAP eligible participants with housing assistance, including but not limited to types of housing, such as but not limited to: interim housing, recuperative care, congregate care, landlord incentives, housing, navigation services, individual housing support payments, rental subsidies, housing identification processes and support.

3. Description of Services/Contractor Responsibilities
The Program will meet the County’s need to provide HDAP services, including street outreach and to connection to SSI/SSDI disability benefits, to those experiencing homelessness in collaboration with current shelter, outreach, and housing placement efforts.

A. Program Essential Requirements
Contractor shall:
1. Ensure that the Program will be in operation Monday - Friday (8 hours a day).
2. Engage in face-to-face street outreach
3. Follow up with eligible participants to connect the eligible participants to the appropriate disability benefit (SSI/SSDI)
4. Provide coordination of regional navigation support for Central Service Planning Area.
   a. Provide service navigation to region.
   b. Assist County in responding to eligible populations in shelters.

B. Program Administrative Management Tasks
Contractor shall:
1. Take appropriate action for medical/mental health emergencies.
2. Operate, maintain, coordinate and staff the resources of the Program.
3. Coordinate with County agencies engaged with those experiencing homelessness including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also engage local agencies, social services programs to assist with program services.
4. Provide supplies and equipment as needed.
5. Track program costs.
6. Review all billings and assure payments, if applicable.
7. Provide training as needed to staff, as appropriate.
8. Complete report on activities, unduplicated individuals served and costs of operation, as requested by County.
9. Coordinate with OC Community Resources, other County agencies and community-based organizations, as necessary and appropriate.
10. Contractor will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.
11. Contractor will utilize the County’s ArcGIS Survey 123 Application or comparable outreach tool and database to track and report on outreach contacts. The questions on the ArcGIS Survey 123 Application or comparable outreach tool and database will be determined by the County and will be made available real time to County staff.

C. Performance Metrics
1. For the life of the Contract, Contractor will have a target number of:
   a. 500 individuals to be screened.
   b. 125 individuals to be provided case management services.
   c. 50 individuals to be provided disability benefits advocacy services.
   d. 75 individuals to be provided housing assistance.
2. Contractor shall submit written reports on a monthly basis. Monthly reports will include:
   a. The number of clients served in each of the following targeted populations:
      1. Individuals who are chronically homeless or who rely the most heavily on state- and county-funded services;
      2. General assistance or general relief applicants or recipients who are homeless or at risk of homelessness;
      3. Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons and who are homeless or at risk of homelessness;
      4. Low-income veterans with disabilities who are homeless or at risk of homelessness;
      5. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities and who are homeless or at risk of homelessness;
      6. Any other populations the County chooses to target.
b. Number of outreach contacts, including referrals, assessments, and screening.

c. Number of health care coordination provisions, including behavioral health care, for clients, as appropriate.

d. The demographics of the clients served, including race, ethnicity, age, and gender.

e. The number of applicants for benefits, and type of benefits, filed with the assistance of the County.

f. The number of disability benefit program applications approved initially, after consideration, and after appeal, including the time it took to establish benefits.

g. The number of disability benefit program applicants denied, including the reason for denial.

h. The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the rates of completed applications or approvals.

i. The number of clients who received subsidized housing who maintained that housing during the SSI applicant period.

j. The percentage of individuals approved for SSI who retain permanent housing six (6), twelve (12), and twenty-four (24) months after benefits approval.

k. The amount and percentage of rental subsidy costs and of General Assistance/General Relief (GA/GR) costs recovered through Interim Assistance Reimbursement for individuals approved for benefits.

l. The number of individuals eligible to be served by this program but who have not yet received services.

m. And other data points as agreed upon with the County.

n. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS and the ArcGIS Survey123 smartphone application or comparable outreach tool and database.

4. Contractor’s Additional Responsibilities/Contractor’s Program Design

A. Outreach Services – The Contractor shall prioritize eligible individuals in the Central Service Planning Area. The outreach and case management services required by this subdivision shall include, but not be limited to, working with homeless shelter providers and community organizations providing services to the homeless, as well as providing direct outreach in areas where the homeless congregate. Contractor shall actively conduct outreach to populations who are likely eligible for HDAP services
(see Section 1. C. 2. of this Scope of Services). Outreach efforts shall include, but not be limited to, all of the following:
1. Receiving referrals.
2. Conducting outreach, training, and technical assistance.
4. Coordinating record retrieval and other necessary means of documenting disability.
5. Coordinating the provision of health care, including behavioral health care, for clients, as appropriate.

B. Case management – As the Central Service Planning Area lead agency, Contractor shall provide eligible clients with case management services and housing navigation assistance that includes assessment and entry into the Coordinated Entry System.
1. Clients will be supported in collecting needed documents to confirm program eligibility, including disabling condition verification and homeless status verification.
2. Contractor will leverage support from other support services and agencies, at both geographical locations, such as the Courtyard Transitional Center and the Continuum of Care.
3. Contractor will deliver services as a contracted agency to Orange County, as administered by OC Community Resources.

C. Disability Benefits Advocacy – Contractor shall provide disability benefits advocacy services to complete the entire application process for disability income benefit programs. These services shall be provided at no cost to Participants and shall include but is not limited to, screening, assessing, developing and filing competently prepared benefit applications, appeals, reconsiderations, reinstatements, and recertifications; coordinating with Federal and State offices regarding pending benefit applications, appeals, reconsiderations, reinstatements, and recertifications and advocating on behalf of the client; gather required documentation, provide timely submission of benefits claims, and document the timeframe needed for reconsideration documents.
1. Contractor shall also do the following: using the SOAR model, engage disability advocacy specialists trained in SOAR to meet with HDAP eligible participants on the streets, in shelters, and other locations to provide intensive assistance and support with the SSI or SSDI application process. In addition to assistance with completing and filing the application, this will include assistance in obtaining medical evaluations and gathering documentation. This assistance shall ensure that the individual successfully receives Social Security quickly with the initial application.
2. Whenever possible, Contractor will work with clients before they have applied for SSI or SSDI. However, Contractor shall provide additional assistance to those who meet the eligibility requirements of SOAR but are in appeals or were previously denied.
3. Contractor’s Disability Advocacy Specialists shall also assist individuals with accessing other disability benefits and Cash Assistance Program for Immigrants. In those situations, the specialist shall coordinate with county staff in the Veterans Services Office or the Social Services Agency who currently assist individuals with applying for those benefits.

4. Contractor shall have Disability Advocacy Specialists to assist clients throughout the entire disability application process (including appeals, reconsiderations, hearings, and reinstatements), including assistance with obtaining medical evaluations and medical evidence. The County’s Medi-Cal outreach program for homeless individuals will assist with these costs.

5. Contractor staff shall be trained as SOAR case workers and shall work under the County, which will serve as the lead/coordinator of the SOAR program.

6. HDAP clients who receive County General Relief (GR) may be served by Public Consulting Group, which has been contracted to provide SSI advocacy services for this population.

7. Contractor shall have multiple full-time SOAR benefits specialists. OCCR staff will serve as the County lead/coordinator providing oversight and quality control for Contractor.

8. Outcomes shall be tracked using HMIS and SOAR’s Application Tracking system.

D. **Housing Assistance**  – Contractor shall provide housing assistance, which shall include connection to Continuum of Care components including prevention, street outreach, Coordinated Entry System, emergency shelter, transitional housing and permanent housing placement through rapid rehousing and permanent supportive housing, and housing retention services. Contractor shall use HDAP funds provided under this Contact to provide a variety of temporary and interim housing options based on the needs and preferences of eligible participants. Housing assistance shall be provided to HDAP eligible clients concurrently throughout the disability application process. Those options shall include, but are not limited to:

1. Recuperative care: HDAP will coordinate with the Whole Person Care (WPC) project to provide recuperative care for individuals who require care which would not be covered by WPC, e.g. care required beyond the WPC 90-day limit.

2. Congregate Care: Payment for sober living homes or board and care facilities, including residential care for the elderly.

3. Motel vouchers to serve as emergency shelter in the event that no emergency shelter bed is currently available or appropriate for the eligible participant.

4. Landlord incentives to assist housing voucher holders to secure housing.

5. Individual housing support payments, including moving costs, furniture and appliances, Americans with Disabilities Act (ADA) modifications, etc.

6. HDAP services shall be fully integrated into the Continuum of Care and Coordinated...
Entry System. The housing navigators will utilize the same procedures to consider client needs and preferences for HDAP clients as for all other clients provided services.

7. Orange County Continuum of Care has a Coordinated Entry System that established policies and procedures in accordance with the recent HUD guidance. Those written standards shall establish the housing payment standards for the various housing options offered through the Program. Contractor’s Case managers shall work closely with households to identify other income. Through the Continuum of Care, Coordinated Entry System households would access other resources to ensure housing continuity.

8. SOAR helps increase Social Security Administration (SSA) disability benefits for people who are experiencing or at-risk of homelessness by providing SSA with complete and comprehensive applications. Use of the SOAR model significantly increases approval rates on SSI and SSDI applications. For people with disabilities who are homeless, having an income makes it easier to secure stable housing.

9. Contractor will deliver services as a contracted agency to Orange County, as administered by OCCR.

E. Contractor acknowledges that they are required to collaborate with Orange County Continuum of Care, Coordinated Entry system and other homeless services agencies.

F. Contractor shall comply with all State of California and local regulations including all requirements, and regulations of Housing and Disability Income Advocacy Program, as applicable.

G. Contractor shall partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Contractor staff will be provided with additional emergency contact numbers. All staff of the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
ATTACHMENT B

PAYMENT/COMPENSATION

1. **COMPENSATION:**

   This is a cost reimbursable Contract between the County and the Contractor for up to $983,556 for the period of May 1, 2019 through June 30, 2020, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County’s General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

   Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. **PAYMENT TERMS:**

   An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

   Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

   Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

   Invoice(s) are to be sent to:
   OC Community Resources
   1770 North Broadway, 4th floor
   Santa Ana, CA 92706-2642
   Attention: Accounts Payable
4. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor’s Federal I. D. number
10. Total

5. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
ATTACHMENT C

BUDGET SCHEDULE

1. Budget Schedule
   A. Anticipated Administration and Program Cost Budget

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<th>Project Activity</th>
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<td>and Billing/Payroll</td>
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ATTACHMENT D

STAFFING PLAN

Staffing Plan
Project Title: City Net HDAP Program

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*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
OC COMMUNITY RESOURCES/HOUSING & COMMUNITY DEVELOPMENT &
HOMELESS SERVICES
FOR THE PROVISION OF
HOUSING AND DISABILITY ADVOCACY PROGRAM SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Social Services Agency, hereinafter referred to as “SSA,” and the Orange County Community Resources/Housing & Community Development & Homeless Services, hereinafter referred to as “OCCR,” both agencies of the County of Orange (“County”). This MOU establishes the guidelines for the implementation and administration of services for individuals who meet the guidelines set forth in this MOU.

SSA and OCCR may be referred to individually as “Party” and collectively as “the Parties.” The relationship between SSA and OCCR, with regard to this MOU, is based upon the following:

1. Both Parties are County agencies, and this MOU is established to further the interests of the County, in a collaborative effort, to meet the agencies’ objectives and/or to comply with State of California (hereinafter referred to as “State”) or federal obligations.

2. This MOU is authorized and provided for pursuant to Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016), Welfare and Institutions Code Section 18999 and Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016).
3. OCCR and SSA agree that services and activities described in this MOU are to be provided by OCCR through subcontracted providers selected pursuant to the process set out in this MOU. References to OCCR throughout this MOU will include any services and activities provided through the subcontracted provider.

4. OCCR agrees to provide services through a subcontracted provider to eligible individuals in the form of Housing and Disability Advocacy Program (HDAP) Services.

5. This MOU sets forth the guidelines authorized by both the SSA Director and the OCCR Director, for their respective employees to follow in providing HDAP services.
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<tr>
<th>Section</th>
<th>Page</th>
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<tbody>
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<td>2. PURPOSE</td>
<td>4</td>
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<td>3. DEFINITIONS</td>
<td>4</td>
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<tr>
<td>4. POPULATION TO BE SERVED</td>
<td>6</td>
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<td>5. GOAL</td>
<td>6</td>
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<tr>
<td>6. DESCRIPTION OF SERVICES</td>
<td>7</td>
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<td>7. SUBCONTRACTS</td>
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<tr>
<td>8. REPORTS</td>
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1. **TERM**
   The term of this MOU shall commence on February 22, 2019, and end on June 30, 2020, unless terminated earlier pursuant to the provisions of Paragraph 17 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to reporting and confidentiality.

2. **PURPOSE**
   The purpose of this MOU is to establish the procedure for SSA and OCCR to provide HDAP Services to individuals who meet the criteria in Paragraph 4, below.

3. **DEFINITIONS**
   3.1 Housing Disability Advocacy Program (HDAP): A County administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance.

   3.2 Chronically Homeless: A homeless individual with disability who lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and:
      
      3.2.1 Has been homeless for at least twelve (12) months, either continuously, or on at least four (4) combined occasions in the last three (3) years; or

      3.2.2 Has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than ninety (90) days.

   3.3 Homeless:
      
      3.3.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence;

      3.3.2 An individual or family who will imminently lose their primary nighttime residence;
3.3.3 Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless, but who:

3.3.3.1 Have not had a lease, ownership interest, or occupancy agreement in permanent housing sixty (60) days previous to the application for homeless assistance; or

3.3.3.2 Have experienced persistent instability with permanent housing.

3.3.4 Any individual or family who:

3.3.4.1 Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member;

3.3.4.2 Has no other residence; and

3.3.4.3 Lacks the resources or support networks to obtain other permanent housing.

3.4 Participant: Individuals who are disabled, or likely disabled, who are experiencing homelessness.

3.5 Continuum of Care (CoC): An integrated system of care that guides families and individuals experiencing homelessness through a comprehensive array of services and housing designed to prevent and end homelessness and provide funding for efforts by nonprofit providers, and State and local governments, to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals.

3.6 Coordinated Entry System (CES): A mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized
priorities for program Participants via intake assessment. The Coordinated Entry System 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 System of Care.

3.7 Whole Person Care Program: Whole Person Care (WPC) Program is the coordination of physical, behavioral health, and social services in a patient-centered approach with the goals of improved health and well-being through more efficient and effective use of resources for Medi-Cal beneficiaries struggling with homelessness.

3.8 Bridge Housing: Emergency or Transitional Housing program models that reduce average length of stay for Participants and yielded increased Permanent Housing placement outcomes. Bridge Housing is a term used by service providers that are focused on permanent housing navigation and placement services, providing the shortest term sheltering required to achieve this outcome.

4. POPULATION TO BE SERVED

4.1 OCCR shall provide HDAP services to Participants who are disabled, or likely disabled, who are experiencing homelessness.

4.2 Referrals will be made through the CoC homeless CES by public and non-profit service providers who serve as referral partners for existing emergency shelter programs.

5. GOAL

The goal of this MOU is to outline the administration requirements of the HDAP program and to assist disabled-individuals who are experiencing homelessness in the County of Orange apply for disability benefit programs while also providing housing assistance by offering outreach, case management, and disability income advocacy services to
Participants.

6. DESCRIPTION OF SERVICES

OCCR shall provide the following service components to HDAP Participants:

6.1 Outreach

Outreach efforts include, but are not limited to, working with homeless shelter providers and community organizations providing services to the homeless, as well as providing direct outreach in areas where the homeless congregate.

OCCR shall actively conduct outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:

6.1.1 General Assistance/General Relief (GA/GR) applicants and recipients with disabilities;

6.1.2 CalWORKs recipients with disabilities;

6.1.3 CalFresh recipients with disabilities;

6.1.4 Low-income veterans with disabilities; and

6.1.5 Low-income individuals with disabilities who are being discharged or can be diverted from any of the following facilities or institutions, if that individual was experiencing homelessness before entering the facility or institution:

6.1.5.1 Jails;

6.1.5.2 Prisons;

6.1.5.3 Hospitals;

6.1.5.4 Long term care facilities; or

6.1.5.5 Rehabilitation facilities.

6.2 Case Management Services

Case management services to be provided by OCCR shall include, but will not be limited to, the following:
6.2.1 Receiving referrals;
6.2.2 Conducting outreach, training, and technical assistance;
6.2.3 Providing assessment screening to Participants to determine needs and eligibility;
6.2.4 Promoting housing stability by supporting Participants throughout the application and housing search process; and
6.2.5 Coordinating linkage to health care, including behavioral health care for Participants, as appropriate.

6.2.5.1 This may include providing medical evaluations when other government benefit programs are unable to provide timely treatment or evaluations required to complete the disability benefit application.

6.3 Disability Income Advocacy Services
Disability Income Advocacy services shall be provided by OCCR to HDAP Participants to complete the entire application process for disability income benefit programs. These services shall be provided at no cost to Participants and shall include, but are not limited to, the following:

6.3.1 Preparing and filing complete documents for all of the following relative to the disability income benefits:

6.3.1.1 Applications;
6.3.1.2 Appeals;
6.3.1.3 Reconsiderations;
6.3.1.4 Reinstatements; and
6.3.1.5 Recertifications.

6.3.2 Coordinating with federal and State offices for all of the following relative to the disability income benefits:
6.3.2.1 Pending applications;
6.3.2.2 Appeals;
6.3.2.3 Reconsiderations;
6.3.2.4 Reinstatements;
6.3.2.5 Recertifications; and
6.3.2.6 Advocating on behalf of the Participant.

6.4 Housing Assistance

Housing assistance shall be provided to HDAP Participants concurrently throughout the disability application process. The types of housing assistance that may be provided include, but are not limited to, any of the following:

6.4.1 Interim Housing

Provision of temporary housing while seeking permanent housing. Examples of interim housing are shelters, motels, bridge housing, or any other temporary shelter that is not considered to be permanent housing.

6.4.1.1 Interim housing shall be utilized during the housing search process, and should be limited to nine (9) months or less. Interim housing may be provided beyond nine (9) months when other housing options are unavailable. However, the intent is to offer permanent housing within nine (9) months of a Participant entering interim housing; and

6.4.1.2 Housing search assistance should be provided while Participants are in interim housing.

6.4.2 Recuperative Care

Coordinating with the WPC Program to provide recuperative care for Participants who require care which would not be covered by
WPC Program, e.g., care required beyond the 90-day limit in the WPC Program.

6.4.3 Congregate Care

Provision of payment for Participants residing in sober living homes or board and care facilities, including Residential Care of the Elderly.

6.4.4 Landlord Incentives

Utilizing marketing tools as incentives to assist housing voucher holders to secure housing, e.g., funding to hold vacant housing.

6.4.5 Housing Navigation Services

Assisting Participants in finding safe and decent housing that is affordable to recipients due to rental subsidies or bridge subsidies.

6.4.6 Individual Housing Support Payments

Provision of financial assistance, including moving costs, furniture and appliances, and/or Americans with Disabilities Act (ADA) modifications.

6.4.7 Rental Subsidies

Provision of rental subsidies once permanent housing is located.

7. SUBCONTRACTS

7.1 It is mutually understood that OCCR intends to subcontract to provide the services under this MOU. In no event shall the subcontract alter, in any way, any responsibility of OCCR to SSA. SSA may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this MOU. All subcontracts must be in writing and copies of same shall be provided to SSA. OCCR shall include in each subcontract any provision SSA may require, or that
is required by the State law or regulations governing the provision of services under the HDAP Program

7.2 OCCR shall utilize a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this MOU. OCCR’s procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to OCCR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor’s performance until completion of services. OCCR’s procurement shall be consistent with any applicable State or County procurement policies.

7.3 OCCR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of SSA, and to the examination and audit by SSA or designee, for a period of five (5) years or until any pending audit is completed.

8. REPORTS

OCCR shall report to California Department of Social Services (CDSS) the following information:

8.1 The number of clients served in each of the following targeted populations:

8.1.1 Individuals who are chronically homeless or who most heavily rely on state- and county-funded services;

8.1.2 GA/GR applicants or recipients who are homeless or at risk of homelessness;
8.1.3 Parents who receive CalWORKs assistance or whose children receive assistance or children who are recipients of CalWORKs in families that are homeless or at risk of homelessness;

8.1.4 Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons, and who are homeless or at risk of homelessness;

8.1.5 Low-income veterans with disabilities who are homeless or at risk of homelessness;

8.1.6 Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities, and who are homeless or at risk of homelessness; and

8.1.7 Any other populations the Parties chose to target.

8.2 The demographics of the clients served, including race, ethnicity, age, and gender.

8.3 The number of applicants for benefits, and type of benefits, filed with the assistance of the county.

8.4 The number of disability benefit program applications approved initially, after consideration, and after appeal, including the time it took to establish benefits.

8.5 The number of disability benefit program applicants denied, including the reason for denial.

8.6 The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the rates of completed applications or approvals.

8.7 The number of clients who received subsidized housing who maintained that housing during the SSI applicant period.

8.8 The percentage of individuals approved for SSI who retain permanent housing
six (6), twelve (12), and twenty-four (24) months after benefits approval.

8.9 The amount and percentage of rental subsidy costs and of GA/GR costs recovered through Interim Assistance Reimbursement for individuals approved for benefits.

8.10 The number of individuals eligible to be served by this program but who have not yet received services.

9. **SSA RESPONSIBILITIES**

SSA will act as a pass through agency. OCCR will be responsible for all HDAP Program Requirements as requested by, or set out by, CDSS.

10. **STATEMENT OF COSTS**

10.1 OCCR shall cost apply SSA quarterly for the cost of services rendered under this MOU, for an amount not to exceed the Cost Applied Detail – Summary of actual allowable costs approved by SSA for each County Fiscal Year.

10.2 Quarters are defined as follows: July through September, October through December, January through March; and April through June.

10.3 OCCR shall process its quarterly cost apply by the tenth (10th) calendar day of the month following the end of each quarter, for the actual allowable costs incurred for staffing and supplies needed to provide the services hereunder, with the exception of the quarter ending June 30th, which includes estimated costs for the month of June, and follow up with actual cost information by July 10th.

10.4 OCCR shall provide timely budgetary information upon request from SSA, for inclusion in the Annual CDSS Proposed SSA Administrative Budget and County Budget, and any other required State and/or federal reports, and/or audits.

10.5 OCCR shall comply with any and all State and federal programmatic and fiscal claiming guidelines developed for the use of funds, including federal sub-recipient monitoring, reporting requirements, and audits.

10.6 The budget described herein encompasses February 22, 2019 through June 30,
2020.  
Budget period for February 22, 2019 through June 30, 2019

<p>| Salaries and Benefits: HDAP Direct Service Positions (3): |</p>
<table>
<thead>
<tr>
<th>Max Hourly Rate (1)</th>
<th>FTE (2)</th>
<th>Annual Budget</th>
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</thead>
<tbody>
<tr>
<td>Case Manager</td>
<td>20.40</td>
<td>6.0</td>
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<tr>
<td>Housing Navigator</td>
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Total Direct Service Salaries and Benefits $171,080

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<th>Administrative Positions (4):</th>
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<tr>
<td>Max Hourly Rate</td>
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<tr>
<td>Management</td>
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Total Administrative Position Salaries $13,542

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<th>Direct Services (5):</th>
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<tr>
<td>Housing Financial Assistance</td>
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</tbody>
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Total Direct Services $423,398

Total All Salaries and Benefits and Direct Client Services $608,020

<table>
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<tr>
<th>Total Administration</th>
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</thead>
<tbody>
<tr>
<td>OCCR HDAP Administration (4)</td>
</tr>
<tr>
<td>OCCR County Administration (4)</td>
</tr>
<tr>
<td>Total Administration</td>
</tr>
</tbody>
</table>

Maximum SSA Obligation 2/1/19-6/30/19 $696,948
Budget period for July 1, 2019 through June 30, 2020

<table>
<thead>
<tr>
<th>Salaries and Benefits:</th>
<th>Max Hourly Rate (1)</th>
<th>FTE (2)</th>
<th>Annual Budget</th>
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<tbody>
<tr>
<td>HDAP Direct Service Positions (3):</td>
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<td></td>
</tr>
<tr>
<td>Case Manager</td>
<td>20.40</td>
<td>6.0</td>
<td>$254,592</td>
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<tr>
<td>Housing Navigator</td>
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<tr>
<td><strong>Total Direct Service Salaries and Benefits</strong></td>
<td></td>
<td></td>
<td><strong>$410,592</strong></td>
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</table>

**Administrative Positions** (4):

| Management            | 31.25               | .5      | **$32,500**   |

**Total Administrative Position Salaries**

**$32,500**

**Direct Services** (5):

| Housing Financial Assistance | N/A | N/A | **$822,506** |

**Total Direct Services**

**$822,506**

**Total All Salaries and Benefits and Direct Client Services**

**$1,265,598**

**OCCR HDAP Administration** (4)

**$109,235**

**OCCR County Administration** (4)

**$75,870**

**Total Administration**

**$185,105**

**Maximum SSA Obligation 7/1/19-6/30/20**

**$1,450,703**
(1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.

(2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this MOU. This percentage is based upon a 40-hour workweek. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this MOU, regardless of the number of hours actually worked.

(3) Direct Service positions are defined as those staff that provide outreach, case management, benefits advocacy, housing related case management, and housing assistance for Participants.

(4) OCCR Administration costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.

(5) Direct services costs include, but are not limited to, Housing Financial Assistance to a minimum of sixty (60) Participants.

11. CONFIDENTIALITY

11.1 SSA and OCCR agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

11.2 All records and information concerning any and all persons referred to OCCR by SSA or SSA's designee shall be considered and kept confidential by OCCR, OCCR’s employees, agents, subcontractors, and all other individuals performing services under this MOU. OCCR shall require all of its employees, agents, subcontractors, and all other individuals performing services under the MOU to sign an agreement with OCCR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

11.3 OCCR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any
11.4 OCCR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

12. **SECURITY**

Security Requirements

12.1 OCCR agrees to maintain the confidentiality of all SSA and SSA-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. OCCR represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of SSA data, and to protect against unauthorized physical or electronic access to or use of SSA data. Such safeguards and controls shall include at a minimum:

12.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

12.1.1.2 Control of access to physical and electronic records to ensure SSA data is accessed only by individuals with a need to know for the delivery of MOU services.

12.1.1.3 Control to prevent unauthorized access and to prevent OCCR employees from providing SSA data to unauthorized individuals.

12.1.1.4 Firewall protection.

12.1.1.5 Use of encryption methods of electronic SSA data while in
transit from OCCR networks to external networks, when applicable.

12.1.1.6 Measures to securely store all SSA data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure SSA data shall not be altered or corrupted without SSA's prior written consent. OCCR further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

12.2 Security Breach Notification

12.2.1 OCCR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance OCCR experiences or learns of that either compromises or could reasonably be expected to comprise SSA data through unauthorized use, disclosure, or acquisition of SSA data ("Security Breach"), OCCR shall immediately notify SSA of its discovery. After such notification, OCCR will:

12.2.2 Investigate to determine the nature and extent of the Security Breach.

12.2.3 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
12.2.4 Report to SSA the nature of the Security Breach, the SSA data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what OCCR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action OCCR has taken or will take to prevent future similar unauthorized use or disclosure.

12.2.5 SSA and OCCR will collaborate to determine, on a case-by-case basis, what actions are necessary in response to a Security Breach and who will perform these actions. Actions may include but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management and credit monitoring.

13. **NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS**

OCCR shall report to SSA, in writing within twenty-four (24) hours of occurrence, the following:

13.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against the County.

13.2 Any third party claim or lawsuit filed against the County arising from or relating to services performed by OCCR under this MOU.

14. **RECORDS**

14.1 Client Records:

14.1.1 OCCR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to SSA.
14.1.2 OCCR shall keep all SSA data provided to OCCR during the term(s) of this MOU in compliance with the County and SSA records management policies and schedules. Notwithstanding anything to the contrary, upon termination of this MOU, OCCR shall relinquish control with respect to SSA data to SSA, in accordance with Subparagraph Error! Reference source not found.

15.   NOTICES

15.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications, may be communicated through County email systems and/or via U.S. Mail to the following addresses:

SSA: County of Orange Social Services Agency
     Contracts and Procurement Services
     500 N. State College Blvd, Suite #100
     Orange, CA 92868

OCCR: Orange County Community Resources/
       Attn: Homeless, Housing and Community Development
       1300 South Grand Avenue, Building B, 3rd Floor
       Santa Ana, CA 92705

15.2 All notices shall be deemed effective when provided in writing, either through email or U.S. Mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

16.   RESOLUTION OF CONFLICTS

16.1 County ordinances, regulations, policies, directives, or any other rules (“County Rules”) shall govern this agreement. If this MOU conflicts with any County
Rules, then the County Rules shall govern. Both Parties shall seek a resolution of any conflicts for the betterment of the County as a whole.

16.2 For resolution of conflicts between SSA and OCCR in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the SSA HDAP Program Manager, the OCCR Program Manager or Supervisor, and case manager.

Step 2: Conference between the SSA HDAP Program Manager and/or Deputy Director, or designee, and the OCCR HDAP Program Manager.

Step 3: Conference between the SSA Director of Assistance Program, or designee, and the Executive Director of OCCR, or designee.

17. **TERMINATION**

17.1 Either SSA or OCCR may terminate this MOU without penalty immediately with cause or after thirty (30) days’ written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either agency. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations; and exercise by OCCR of the right to terminate this MOU shall relieve OCCR of all further obligations.

17.2 Upon termination, or notice thereof, SSA and OCCR agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.

17.3 The obligations of SSA and OCCR under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA or OCCR
may immediately terminate or modify this MOU, without penalty. The terminating Party shall provide the other Party with written notification of such determination. Each Party agrees to immediately comply with the other Party’s decision.

18. **SIGNATURE IN COUNTERPARTS**

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. The Parties represent and warrant that the person executing this MOU on behalf of and for their respective agency is an authorized agent who has actual authority to bind the agency to each and every term, condition and obligation of this MOU and that all requirements of the agency have been fulfilled to provide such actual authority.

19. **GENERAL PROVISIONS**

19.1 This MOU represents the entire understanding of the Parties with respect to the subject matter. In the event modifications or directives are issued by the County Board of Supervisors or the Chief Executive Office that impact the provisions of this MOU, such modifications or directives shall immediately be incorporated into this MOU without further amendment by OCCR or SSA. No other change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

19.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.
WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the
county of Orange, California.

By: 
Debra J. Baetz, Director
County of Orange
Social Services Agency
Dated: 2/20/19

By: 
Dylan Wright, Director
County of Orange
Orange County Community Resources
Dated: 2/20/19
July 27, 2017

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: TODD R. BLAND
Deputy Director
Family Engagement and Empowerment Division

SUBJECT: HOUSING AND DISABILITY ADVOCACY PROGRAM

The California Department of Social Services (CDSS) recently received authority to launch a new Housing and Disability Income Advocacy Program (HDAP). The 2017-18 California State Budget appropriated $43,461,000 for the program, which is available over a three year period, from July 1, 2017 through June 30, 2020. General program information and more details on the application and allocation process are outlined below.

Program Scope

Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) established the HDAP, which is a county administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. The HDAP requires that counties offer outreach, case management, advocacy, and housing assistance to all program participants. The Welfare and Institutions (W&I) Code section 18999 outlines HDAP program requirements, and additional information regarding specific HDAP requirements and recommended promising practices are provided in Attachment One.

Counties receiving state HDAP funds shall match the state funding on a dollar-for-dollar basis. Information regarding the county match requirements are outlined in Attachment Four.

HDAP Application Process

The CDSS will allocate funds for the HDAP in two rounds. The first round of allocations will be made available to applicant counties on the basis of need, according to a methodology developed by the CDSS. Any funds remaining after round one will be allocated by the CDSS on a competitive basis.

Counties should request the level of HDAP funding they believe is commensurate with their need, program capacity, and ability to provide match, even if that amount is greater than or less than the county’s need as determined by CDSS.
All County Welfare Directors Letter
Page Two

For round one, counties that submit satisfactory applications will be funded at their total request up to the amount indicated on the HDAP County Allocation Table, as displayed in Attachment Six. This allocation table is based on county level need data relevant to HDAP, including, in order of weighted importance, the county’s percent of the statewide total of individuals experiencing homelessness; the county’s percent of the statewide total of renters with severe rental cost burden (i.e., paying more than 50% of income towards rent); and the county’s percent of the statewide total of the General Assistance/General Relief caseload. Smaller counties may wish to consider submitting joint applications.

Applications will be reviewed by the CDSS upon receipt and funds for round one will be allocated to counties on a rolling basis. Therefore, counties are encouraged to submit applications as soon as possible and not to wait until the final deadline. Counties wishing to apply for HDAP funding shall submit the completed certification (Attachment Three) and templates (Attachments Three and Four) electronically to housing@dss.ca.gov as soon as possible, but no later than Tuesday, October 31, 2017. Late applications will not be considered. Any funds remaining after round one will be awarded competitively in late 2017 or early 2018.

Data Collection, Reporting and Training

Data collection, progress monitoring, and outcome recording are essential elements of the HDAP. Forms and tracking instructions will be released under separate cover. Training and technical assistance will be offered to help programs strengthen and enhance their outreach, case management, advocacy, and delivery of housing supports at the local level.

Reimbursement and Fiscal Claiming

The County Welfare Department (CWD) is the county entity that must apply for and be allocated HDAP funds, and the CWD Director must sign the HDAP certification in Attachment Three. However, CWDs may subcontract with other entities, including county entities that will serve as the lead agency in implementing HDAP.

As with all allocations, counties that receive HDAP funding will be required to claim all costs on a quarterly basis by performing time studies and utilizing identified program codes. Claiming instructions, including the applicable program codes, will be released under separate cover.

The CDSS looks forward to partnering with counties to deliver housing support and disability advocacy to individuals and families in need. The Housing and Homelessness Bureau plans to host a conference call to respond to county questions relative to the request for proposals in early August. More information regarding the conference call will be forthcoming. If you have any questions regarding HDAP, please contact Timothy Lawless at (916) 654-1450 or at housing@dss.ca.gov.

Attachments:

One: HDAP Program Information
Two: HDAP Application Requirements and Funding Conditions
Three: HDAP Certification & Program Components Template
Four: County Match Guidelines and Template to Demonstrate Base Funding Requirement
Five: Interim Assistance Reimbursement (IAR) Resource
Six: County HDAP Allocation Chart
Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) established the Housing and Disability Income Advocacy Program (HDAP). The HDAP is a county administered program that assists individuals (including those in families) who are (1) homeless and (2) may be eligible for disability benefits. The HDAP requires that counties offer outreach, case management, advocacy, and housing assistance to all program participants. The Welfare and Institutions (W&I) Code section 18999 outlines HDAP program requirements. Specifically, the W&I Code details the types of disability income benefit programs that should be sought out by counties on behalf of HDAP program participants, how participants shall be prioritized, the populations that should be targeted to participate in HDAP, the components that must be included in the program, and the types of benefits and services that shall be provided to program participants. The HDAP requirements and recommended promising practices are outlined below in greater detail.

Further, Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016) requires that all state-funded housing programs incorporate the core components of Housing First. Therefore, the CDSS requires that the HDAP be operated in a manner consistent with SB 1380 and the core components of Housing First enumerated in W&I Code Section 8255. Housing First includes housing individuals without constraints while also linking individuals to housing as soon as possible. This means that individuals should be connected to housing early in the advocacy process, with a goal continuing to work on the disability benefits application process while also working to secure housing.

**Collaboration**

Collaboration, both within the county and amongst local service providers, is critical to the success of the HDAP. The CDSS requires counties in receipt of HDAP funding to consult with local benefit advocacy agencies and their local homelessness Continuum of Care (CoC) as they develop their local HDAP. Counties are strongly encouraged to partner with CoCs or other regional efforts to create and participate in the homeless coordinated entry system. This is especially critical in terms of prioritization; HDAP requires that chronically homeless or those that rely most heavily on state or county funded programs are given highest priority for HDAP services. Additional information regarding prioritization requirements is provided below. County partners, such as local community-based organizations, should be experienced in successfully providing HDAP related services, including disability income advocacy and/or housing assistance.

In addition, counties shall, at minimum, collaborate with other county departments including those responsible for health, behavioral health, and human or social services to serve homeless individuals and families in need of HDAP. This means that the HDAP should work to better integrate available wraparound services for HDAP recipients by collaborating with other county offices, within different entitlement programs, and with local service providers within the community.

Finally, the CDSS recommends that counties operating HDAP consider how other state and federally funded programs targeting services for individuals and families experiencing homelessness can be integrated with HDAP. For example, counties operating a Whole Person Care Pilot or those planning to apply for funds from the No Place Like Home initiative should consider how HDAP can best integrate with those programs.
**Disability Income Programs**

Participating counties shall provide required services, as described below under “Required Program Components”, for the following disability benefit programs, as appropriate:

- Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP);
- the federal Social Security Disability Insurance (SSDI) program;
- the Cash Assistance Program for Immigrants (CAPI);
- and veterans’ benefits provided under federal law, including disability compensation.

**Eligible Populations: Prioritization and Screening Tools**

Individuals with disabilities who are experiencing homelessness (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

Consistent with the core components of Housing First, counties must assess their local need and work in collaboration with the CoC and coordinated entry system to ensure populations with the highest needs are given the highest priority and are able to access HDAP services. Prioritization methods based on “first come, first serve” basis or based on tenant selection processes that screen-in those who are most likely to succeed are inappropriate.

Screening and/or triage tools shall be used by counties to identify high need homeless individuals. Generally, these shall be the same screening tools used by the county’s local coordinated entry, unless there is convincing evidence to use an alternative screening tool. The screening/triage tools should be used to ensure program applicants that are chronically homeless and/or rely most heavily on state or county funded programs are given highest priority for HDAP services.

**Required Program Components**

The county HDAP shall provide (either through the county, a contractor, or a combination of both the county and contractor) all of the following to HDAP participants:

- outreach;
- case management;
- benefits advocacy; and
- housing assistance for participants who wish to receive it.

**Outreach and Case Management Services**

The following outreach and case management services shall be provided as part of a county’s HDAP:

- receiving referrals;
- conducting outreach, training and technical assistance;
- providing assessment screening;
- promoting housing stability; and
- coordinating linkage to health care, including behavioral health care for participants, as appropriate.
o On a case by case basis, this may include providing for medical evaluations when other government benefit programs are unable to provide timely treatment or evaluations required to complete the disability benefit application.

As a reminder, individuals or families must be experiencing chronic homelessness or homelessness, as defined below, in order to be eligible for HDAP. Programs should actively outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:
- General Assistance/General Relief (GA/GR) applicants and recipients with disabilities;
- CalWORKs recipients with disabilities;
- CalFresh recipients with disabilities;
- low-income veterans with disabilities; and
- low-income individuals with disabilities who are being discharged or can be diverted from any of the following, if that individual was experiencing homelessness before entering the institution:
  o jails;
  o prisons;
  o hospitals;
  o long term care facilities; or
  o rehabilitation facilities.

Note: W&l Code Section 18999 requires counties to report the number of cases targeted for HDAP services within the benefit programs listed above on a regular basis.

As part of outreach to the populations specified above, the CDSS strongly encourages counties to actively integrate program services by offering program information and assisting with applications for any of these or other benefits the participant wishes to seek or may be eligible to. For example, if an individual is likely eligible for CalFresh benefits the client should be provided targeted case management in order to successfully complete the CalFresh application to obtain benefits and maintain benefits on an ongoing basis.

Disability Income Advocacy Services

Advocacy services to complete the entire application process for disability income benefit programs (programs specified above) shall be provided to HDAP participants. These services may be provided through legal representation (at no cost to program participants) or through case managers with benefits assistance training and shall include, but are not limited to, the following:
- developing and filing completely prepared documents for all of the following relative to the disability income benefits:
  o applications;
  o appeals;
  o reconsiderations;
  o reinstatements; and
  o recertifications
- coordinating with federal and state offices for all of the following relative to the disability income benefit:
  o pending applications;
  o appeals;
  o reconsiderations;
The county may also provide support with another agency to transition the recipient to another form of subsidy, or the recipient has the ability to pay for the housing without a subsidy once disability income benefits are approved. If HDAP participants are not approved for disability income benefits, the county shall assist the participant in developing a transition plan for housing support through other available sources within the local community and the coordinated entry system. While programs may opt to provide rental subsidies to participants that are denied disability benefits (with no appeals left), it is strongly encouraged that they identify HDAP participants who may be denied benefits and begin seeking alternative housing options (e.g., permanent supportive housing, affordable housing through federal vouchers, referrals to appropriate workforce development programs). If a program participant decides they no longer wish to pursue an application for disability benefits, the county shall assist the participant in developing a transition plan for housing support through other available resources in the community to avoid a return to homelessness.

Workforce Development

If a county determines that an HDAP participant is not likely to be eligible for disability benefits, the county has the option to refer the participant to a relevant workforce development program. The county may also refer a participant, upon final approval or denial of benefits, to a relevant
workforce program after considering and assessing the circumstances of a participant’s disability and consulting with the participant. Counties are not required to include a workforce development piece with their HDAP. In addition, it is important to note that participation in a workforce development program, if offered by the county, is not a program requirement by the HDAP participant, but rather a voluntary activity.

Definitions

For the purposes of HDAP, the CDSS will define chronically homeless and homeless as defined in 24 CFR section 91.5. These are the definitions used by the U.S. Department of Housing and Urban Development (HUD). The definitions of chronically homeless and homeless are listed below for reference.

Chronically homeless:

(1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

   (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

   (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

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

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Please note: Disabling condition included in this definition of chronically homeless is not the same definition used for SSI eligibility purposes. Disabling condition for the purposes of chronic homelessness is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. A disabling condition limits an individual’s ability to work or perform one or more activities of daily living.

Homeless:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:


(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:
(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

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

Additional Program Resources

- Social Security Administration:
  
  https://www.ssa.gov/
  
  www.ssa.gov/work

- United States Interagency Council on Homelessness:
  
  https://www.usich.gov/
  
  https://www.usich.gov/opening-doors
  
  https://www.usich.gov/tools-for-action/webinar-key-strategies-for-connecting-people-experiencing-homelessness-to-ssi-ssdi
  
  https://www.usich.gov/news стратегии, которые вы можете использовать, чтобы связать людей с SSI-SSDI

- National Alliance to End Homelessness:
  
  http://www.endhomelessness.org/
  
  http://endhomelessness.org/resource/housing-first/

- Corporation for Supportive Housing:
  
  http://www.csh.org/

- Housing California:
  
  www.housingca.org

- California Institute of Behavioral Health Solutions:
  
  www.CIBHS.org
  
  https://soarworks.prainc.com/
Workforce Development:

https://yourtickettowork.com
Housing and Disability Income Advocacy Program
Request for Proposals

A. PURPOSE

The California Department of Social Services (CDSS) is seeking requests from County Welfare Departments (CWDs) to implement or expand a local Housing and Disability Income Advocacy Program (HDAP). The program will be funded with monies appropriated in the 2017 Budget Act, and the monies will be available through June 30, 2020. The program requires counties to provide a dollar-for-dollar match and to seek reimbursement from the federal Commissioner of Social Security pursuant to the Interim Assistance Reimbursement (IAR) agreement (see Attachments Four and Five for additional information). Counties are required to collaborate with community partners, including established disability advocacy providers and housing services providers. Additional information regarding specific HDAP requirements and recommended best or promising practices are summarized in Attachment One.

B. CRITERIA FOR EVALUATION

In round one, counties that satisfactorily apply for HDAP will be allocated funding up to, but not more than, the amount displayed in Attachment Six. Additional funding may be available and allocated on a competitive basis once the initial, non-competitive HDAP allocation is complete. The CDSS will evaluate county responses to the questions outlined in Section C below based on the county's ability to complete the following:

1. Demonstrate the use of evidence-based models and best practices regarding the four required elements of HDAP—outreach, case management, advocacy, and housing (see resource list in Attachment One for examples).

2. Demonstrate local need, including the extent to which individuals in their community experience homelessness.

3. Demonstrate the capacity for timely implementation of an HDAP program impactful to community needs with a focus on integrating services and collaborating with other relevant county departments.

4. Demonstrate the ability to work in collaboration with the local homeless Continuum of Care and coordinated entry system and partner with established community-based organizations (CBOs). Counties should be able to demonstrate that the CBO partners have a proven track record of successfully documenting disability, getting disability income applications approved, and locating safe and sustainable housing.

5. Demonstrate the ability to maintain records, collect data, and track both qualitative and quantitative outcomes.

C. REQUIRED APPLICATION COMPONENTS

Counties requesting HDAP funds shall complete and return attached program components template (Attachment Three). A description of the items included in the program components template is listed below. The information provided in the program components template will be evaluated by the CDSS based on the evaluation criteria outlined above in Section B.

1. Funding Request Certification: Complete the attached funding request certification indicating the primary and secondary program contacts, the level of state and county
funding that will be used to fund the program, the unduplicated count of individuals targeted for HDAP services, and the County Welfare Director signature certifying that the county will adhere to the HDAP funding conditions.

2. **Program Description**: Using the attached program description template, describe the services that will be delivered relative to outreach, case management, disability benefits advocacy, housing assistance, and workforce development (if applicable) to HDAP clients.

3. **Program Statement of Need**: Complete the template providing relevant data pertaining to the county level of need for HDAP services.

4. **Detailed Program Planning Budget**: Using the attached budget template, complete a detailed program planning budget indicating the anticipated funding (including funding source) that will be utilized to operate the program. The anticipated program budget should be broken down by fiscal year (beginning in July 2017 through June 2020) and include the projected spending in the areas of administration, outreach, case management, housing assistance, and workforce development (if applicable). The budget template breaks out in-house county functions versus services that are contracted out for both county funded activities (the county match portion) and the state funded activities. Attach a proposed program organizational chart indicating any newly created positions, if applicable.

5. **Program Implementation Timeline**: Complete the attached program implementation timeline template. Counties may add additional boxes as necessary.

D. **FUNDING CONDITIONS AND PROGRAM ACKNOWLEDGEMENTS**

Counties in receipt of HDAP funding will be required to adhere to the funding conditions listed below. Funding will be contingent upon County Welfare Director certifying that the county will adhere to these conditions and acknowledge the following:

1. Ensure county representation at all CDSS required HDAP trainings and meetings.

2. Operate an HDAP consistent with the Housing First Core Components enumerated in Welfare and Institutions (W&I) Code Section 8255.

3. Ensure the HDAP is implemented according to the approved county HDAP proposal; any changes to the program description, implementation timeline or budget will be submitted to the CDSS for approval within 30 calendar days.

4. Match state HDAP funds with county funds on a dollar-for-dollar basis and maintain the level of funding expending by the county for HDAP related services in the 2015-16 fiscal year.

5. Seek reimbursement of funds used for housing assistance, general assistance, or general relief from the federal Commissioner of Social Security pursuant to the Interim Assistance Reimbursement agreement (IAR) authorized by Section 1631(g) of the federal Social Security Act.

6. Provide HDAP data elements listed in W&I Code Section 18999 in addition to data requested by CDSS, including a monthly data report, and comply with requests from the CDSS regarding implementation updates and program outcomes.
7. Target providing outreach, case management, disability benefits advocacy and housing assistance to the number of individuals experiencing homelessness and eligible for HDAP indicated in the county plan or determined by the CDSS, per the final HDAP allocation.

8. Ensure the HDAP will work with the local homeless Continuum of Care and coordinated entry systems and to ensure chronically homeless individuals are given the highest priority and have access to HDAP services. Prioritization will be based on assessment tools utilized by the coordinated entry system or alternative screening tools when convincing evidence suggest a reason for doing so.

9. Ensure the HDAP collaborates with other county departments, including those responsible for health, including behavioral health, and human or social services, at minimum. Collaboration includes sharing information necessary to pursue disability benefits (e.g., medical records, etc.).

10. HDAP staff will ensure clients understand client participation in housing assistance services is voluntary and not a required program component.

11. Acknowledge that the CDSS reserves the right to reallocate HDAP funds should the CDSS determine it is appropriate or necessary to maximize program impact throughout the state.
Housing and Disability Income Advocacy Program (HDAP)
Request for Funding and Certification

I. PROGRAM CONTACT
Please complete the information below for the appropriate county contact(s) for the HDAP application and program implementation. A secondary contact should be used for day-to-day correspondence or as an alternate in the event the primary contact is unavailable.

County: ___________________________ Department: ___________________________
Contact Name: _____________________ Title: ________________________________
Address: __________________________ Phone: ________________________________
Email: _____________________________ Phone: ________________________________

Contact Name: _____________________ Title: ________________________________
Address: __________________________ Phone: ________________________________
Email: _____________________________ Phone: ________________________________

II. PROGRAM FUNDING REQUEST
Complete the total amount of state HDAP funds the county is requesting, the total amount of county match, and the total program budget for the duration of the program (beginning with program implementation through June 30, 2020).

<table>
<thead>
<tr>
<th>Program Funding Breakdown</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total State HDAP Funding Requested</td>
<td>$</td>
</tr>
<tr>
<td>Total Amount of County Funding Match^</td>
<td>$</td>
</tr>
<tr>
<td>Total Program Funding (state and county)</td>
<td>$</td>
</tr>
<tr>
<td>Target Number (unduplicated) of Individuals to Serve</td>
<td></td>
</tr>
</tbody>
</table>

^Indicate the status of the county match funding request below by checking the appropriate box

☐ Program proposal and budget approved by Board of Supervisors (attach verification)

☐ Program proposal and/or program budget is pending approval by Board of Supervisors. Anticipated date approval will be granted: ________________________________

III. DIRECTOR'S CERTIFICATION
I certify that the County will administer the Housing and Disability Advocacy Program pursuant to the conditions set forth by the California Department of Social Services. I certify the information completed above and attached is true and correct.

Director's Name: __________________________________________
Signature: ___________________________ Date: ___________________________
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

**Program Description**

Use the template below to describe the services that will be delivered relative to outreach, case management, disability benefits advocacy and housing assistance to HDAP clients. Counties with existing HDAP like programs may wish to consider using existing program information and materials to respond to the questions below.

<table>
<thead>
<tr>
<th>Description of Services including:</th>
<th>Outreach</th>
</tr>
</thead>
<tbody>
<tr>
<td>- process for referring people;</td>
<td></td>
</tr>
<tr>
<td>- planned outreach;</td>
<td></td>
</tr>
<tr>
<td>- coordination with existing</td>
<td></td>
</tr>
<tr>
<td>systems and integrating services</td>
<td></td>
</tr>
<tr>
<td>as necessary</td>
<td></td>
</tr>
</tbody>
</table>

**How Services will be Delivered** (in-house or contracted, specify contractor)

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be screened for eligibility)</th>
</tr>
</thead>
</table>

**Description of Services including:**

- how the program will support clients throughout the application and housing search processes, and will actively integrate services (e.g., ensure transportation or other resources needed to attend required appointments are easily available or provided, that participants have access to other benefits they may be entitled to)

**How Services will be Delivered** (in-house or contracted, specify contractor)

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided case management)</th>
</tr>
</thead>
</table>
### Housing and Disability Income Advocacy Program (HDAP)

**Application Program Components Template**

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Disability Benefits Advocacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>including:</td>
<td></td>
</tr>
<tr>
<td>- screening</td>
<td></td>
</tr>
<tr>
<td>- assessing</td>
<td></td>
</tr>
<tr>
<td>- preparing and filing</td>
<td></td>
</tr>
<tr>
<td>disability applications</td>
<td></td>
</tr>
<tr>
<td>- gathering required</td>
<td></td>
</tr>
<tr>
<td>documentation</td>
<td></td>
</tr>
<tr>
<td>- timely submission of</td>
<td></td>
</tr>
<tr>
<td>benefits claims</td>
<td></td>
</tr>
<tr>
<td>- timeframe needed for</td>
<td></td>
</tr>
<tr>
<td>reconsideration</td>
<td></td>
</tr>
<tr>
<td>documents</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Services will be Delivered (in-house or contracted, specify contractor)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate if the county intends to use a specific program design (e.g., SOAR)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Oversight and Quality Assurance Process include how to ensure:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- benefit applications are complete</td>
<td></td>
</tr>
<tr>
<td>- necessary follow-up is conducted</td>
<td></td>
</tr>
<tr>
<td>- application approval rates are adequate</td>
<td></td>
</tr>
<tr>
<td>- If the county already operates an HDAP program, include how the county intends to improve existing disability advocacy services</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** approval rates will vary by program and may be impacted by existing advocacy infrastructure, the size of the population in need, service area, etc.

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided disability benefits advocacy services)</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Services including:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Housing Assistance</th>
<th></th>
</tr>
</thead>
</table>
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

- types of housing, including interim housing when permanent housing is not immediately secured
- housing identification procedures, including how they will consider client preferences, and proximity to transportation or other services
- how services will be coordinated with homeless Continuum of Care and integrated with the Coordinated Entry System
- standards for determining housing payments (e.g., fair market rent or other standard)
- how clients will transition from interim to permanent housing, and have the ability to maintain permanent housing once they are no longer receiving HDAP services
- for those denied disability benefits, steps the county intends to take to ensure those individuals do not return to homelessness

<table>
<thead>
<tr>
<th>How Services will be Delivered (in-house or contracted, specify contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Number of Individuals (to be provided housing assistance)</td>
</tr>
<tr>
<td>Optional: Workforce Development (complete only if the county intends to include a workforce development component).</td>
</tr>
<tr>
<td>Description of Services</td>
</tr>
<tr>
<td>How Services will be Delivered (in-house or contracted, specify contractor)</td>
</tr>
<tr>
<td>Target Number of Individuals (to be provided workforce development)</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
</tr>
</tbody>
</table>
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

**Program Statement of Need**

Complete the information below with the most recent data available at the county level. Indicate n/a if data is not available. Use the narrative portion to provide justification or other evidence to demonstrate the need for HDAP funding.

<table>
<thead>
<tr>
<th>County's Homeless Point in Time Counts</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic Homeless</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeless</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Assistance/Relief Caseloads</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequent users of emergency services (if available)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caseload counts for existing HDAP-like programs in the county (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average approval rates and time from application to disposition for counties with existing HDAP-like programs (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Narrative Description to Support Need for HDAP funding (Describe how the county has determined the need for HDAP funding, based on the county level data indicated above)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

Program Budget (submit a budget for each fiscal year)

<table>
<thead>
<tr>
<th>County Name:</th>
<th>Fiscal Year: 2017-2018</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Administration (e.g. data tracking, program management)</td>
<td>County Service (In House)</td>
<td>Contracted Service</td>
</tr>
<tr>
<td>Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total number of individuals to serve (unduplicated count) in FY 2017-18¹ |

Attach a proposed organizational chart if the program budget includes new positions within the county department.

Program Budget (submit a budget for each fiscal year)

¹ The total number of individuals served should include only those newly served in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
### Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

**County Name:**
**Fiscal Year: 2018-2019**

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Service (In House)</td>
<td>Contracted Service</td>
</tr>
<tr>
<td>County Funded</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration (e.g., data tracking, program management)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Number of Individuals to Serve</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total number of individuals to serve (unduplicated count) in FY 2018-19²**

Attach a proposed organizational chart if the program budget includes new positions within the county department.

---

² The total number of individuals served should include only those newly served in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
## Program Budget (submit a budget for each fiscal year)

### County Name:

**Fiscal Year:** 2019-2020

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Service (In House)</td>
<td>Contracted Service</td>
<td>County Service (In House)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administration (e.g. data tracking, program management)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total | | |

| Total number of individuals to serve (unduplicated count) in FY 2019-20³ | |

³ The total number of individuals served should include only those *newly served* in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.

Attach a proposed organizational chart if the program budget includes new positions within the county department.
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

**Implementation Timeline**

Use the template below to indicate the anticipated program implementation timeline. Counties may add additional boxes as necessary.

<table>
<thead>
<tr>
<th>High level description of work that will be completed</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Establish Formal Partnerships</td>
<td></td>
</tr>
<tr>
<td>Engagement with homelessness Continuum of Care (CoC)</td>
<td></td>
</tr>
<tr>
<td>Status of CoC Coordinated Entry</td>
<td></td>
</tr>
<tr>
<td>Collaboration with other county departments, including behavioral health</td>
<td></td>
</tr>
<tr>
<td>Contractor(s) and partner(s): list specific organization(s) and the anticipated date that contracts/MOUs will be executed</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Development</td>
<td></td>
</tr>
<tr>
<td>Hire and train staff</td>
<td></td>
</tr>
<tr>
<td>Establish program policies and procedures</td>
<td></td>
</tr>
<tr>
<td>Develop program forms and notices</td>
<td></td>
</tr>
<tr>
<td>Community outreach/marketing</td>
<td></td>
</tr>
<tr>
<td>In consultation with CDSS, develop data collection and evaluation process</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Implementation</td>
<td></td>
</tr>
<tr>
<td>Identification/outreach to potentially eligible individuals</td>
<td></td>
</tr>
<tr>
<td>Outreach to potentially eligible individuals</td>
<td></td>
</tr>
<tr>
<td>Begin accepting referrals</td>
<td></td>
</tr>
<tr>
<td>Begin filing disability applications</td>
<td></td>
</tr>
</tbody>
</table>

---

In accordance with the Notice Establishing Additional Requirements for a Continuum of Care (CoC) Centralized or Coordinated Assessment System issued on January 23, 2017, CoCs are expected to establish or update their coordinated entry process by January 23, 2018.
## Housing and Disability Income Advocacy Program (HDAP)

### Application Program Components Template

<table>
<thead>
<tr>
<th>Begin providing housing assistance</th>
<th></th>
</tr>
</thead>
</table>
Housing and Disability Income Advocacy Program
County Match Funding Guidelines

Counties in receipt of Housing and Disability Income Advocacy Program (HDAP) funding are required to match the state HDAP funding on a dollar-for-dollar basis. This document summarizes the county match guidelines associated with the HDAP and outlines the general match provisions, how in-kind funding may be used as a match, county funded match examples and defines the items prohibited from being claimed as a match.

In accordance with Welfare and Institution (W&I) Code section 18999.1(b), counties in receipt of HDAP funds are required to maintain a level of county funding for the outreach, case management, advocacy, and housing assistance at least equal to the total amounts expended by the county for Fiscal Year (FY) 2015-16. Further, funds provided for the HDAP shall supplement and not supplant current county funding for these purposes. This means that counties must maintain the base spending (amount expended in FY 2015-16) and may not replace the previous county funding with state HDAP funding. The base expenditures are eligible to be used as the county match in the county's request for HDAP funding, as long as the expenditures are not used towards match requirements for other programs, and the level of county spending is maintained. The county may choose to allocate additional county funds (above base) to be used as a match in order to request additional state HDAP funding.

The CDSS has developed the enclosed template that counties shall complete in order to demonstrate the level of funds expended for HDAP related services during the FY 2015-16. Counties should refer to Attachment One for a description of eligible populations and definitions of outreach, case management, advocacy and housing assistance, relevant to the HDAP.

General Match Requirements

In all match instances, the county must ensure the cost is not charged/reimbursed twice for the same service, activity, personnel expense, etc., especially in the circumstance where the objectives in both grants are similar. Proper documentation should be kept on file at the county that substantiates all HDAP/match claims.

Provisions

County matching funds must follow the following provisions:
- Are verifiable from the County Welfare Department's records.
- Are necessary and reasonable for accomplishment of the project or program objectives.
- Are allowable under the cost principles outlined in subpart E of 2 CFR 200.

In-Kind Matches

In-kind matches may be allowable for the HDAP county match requirement. In order for in-kind donations to qualify as allowable match, they must be substantiated with written documentation provided on the source agency's letterhead, signed, and dated by an authorized representative. Documentation must include: Description and value of the donated goods, specific date and fiscal year for which the goods will be contributed, and the method used to determine the value of the donation. A memorandum of understanding (MOU) for in-kind services must be in place prior to provision of the service. The MOU must contain the following elements: an unconditional commitment to provide the service(s), description of the specific service(s) to be
provided, the profession of the persons providing the service(s) and hourly cost of the service(s), the timeframe in which the service(s) will be provided, the system that will be used to document the actual level and value of the service(s) as provided.

The following are examples of in-kind contributions that may count towards the county’s match if all other requirements are met.

- Example 1: A non-profit organization provides a case manager, paid for through a services contract with a supportive housing developer, to case manage residents of the development; the services of the coordinator can be reasonably calculated and included as part of the county’s match.
- Example 2: The county or city housing authority agrees to set aside or establish a preference for HDAP participants accessing housing/rental vouchers. The value of the vouchers (e.g. Fair Market Rent) may be counted towards the county’s match obligation. (Note: If the voucher is subsidized with federal funds then the value of the voucher is not eligible for IAR.)
- Example 3: A low income housing complex agrees to set aside apartments funded through public affordable housing dollars to house HDAP participants. The value of the affordable apartments may be counted towards the county’s match obligation. (Note: the value of the apartments of the complex donated for use in the HDAP program may not be eligible for reimbursement through the IAR process if the complex was built using federal funds.)
- Example 4: A community based organization (CBO) provides rental subsidies as a long term housing option in which to house an eligible recipient to allow the individual to exit homelessness. The costs of the rental subsidies provided as an in-kind donation from the CBO can be counted towards the county’s match requirement. (Note: the value of the rental subsidies used in the HDAP program may not be eligible for reimbursement through the IAR process if the rental subsidies are federally funded.)

COUNTY COSTS ELIGIBLE FOR MATCH

The county may also meet their HDAP match requirement through county funds and cash contributions or match. Cash contribution or match is either the county’s own public funds or cash donations from third parties (i.e. partner organizations), or through grants, where cash donation or grant rules explicitly allow use of funds in this manner. A cash match contribution is an actual cash contribution. Public funds are defined as appropriations made directly to the CWD or funds otherwise made available to the CWD by another unit of local government. Private funds are defined as bequests and contributions by private organizations, foundations, agencies, private educational institutions or individuals.

Cash contribution or private funds may be used as a match only:
- when transferred to the State or local agency and under its administrative control;
- are donated without restrictions;
- do not revert to the donor’s facility or use.

Assuming all other match requirements are met, examples of county costs that may be eligible as a match for the HDAP include, but are not limited to:

1. County funded salaries and administrative costs of General Assistance (GA)/General Relief (GR) program(s)
2. County funds expended on housing assistance.
3. County funded contracted costs related to running the HDAP.

4. County funded HDAP administrative costs including case management, outreach, and advocacy services. This can include county funded activities completed in an effort to increase the HDAP match, at the county’s option.

**Interim Assistance Reimbursement (IAR)**

Because IAR funds are considered reimbursement of county funds already expended, the funds received through the IAR process in conjunction with the HDAP may be used towards the county match requirement. It is important to note that because the eligible HDAP population may include clients receiving GA/GR while applying for SSI benefits, counties should recognize that any expenditures, including in-kind partially funded with federal funds are ineligible for IAR. When calculating the amount that can be reimbursed to the county through the IAR process, in-kind benefits that were federally funded or commingled with federal funds, cannot be included in that calculation. For example, a community based organization (CBO) provides rental subsidies as a long term housing option providing housing to an eligible recipient allowing the individual to exit homelessness. The CBO funds the housing through a federal award (i.e., Section 8 or Continuum of Care program funds, like “Shelter Plus Care”). The costs of the rental subsidies provided as an in-kind donation from the CBO cannot be included in the calculation of reimbursement for assistance to that individual through the IAR process (see Attachment Five for additional information).

**Reinvestment in Housing Assistance**

Counties are reminded that reimbursed housing assistance funds received through the IAR process are to be reinvested into additional housing assistance for clients under HDAP as specified in W&I Code section 18999.4(b).

**Prohibitions**

State funds may not be used towards a county’s match requirement in order to draw down HDAP funding.

**Other State Funded Programs**

Services, payments and other CalWORKs Homeless Assistance, Housing Support Program, and Family Stabilization supports, may not count towards the county’s match obligations as those programs are funded with State funds and may not be used to fulfill a county’s match requirement for the HDAP program. Furthermore, Bringing Families Home (BFH) funds and those funds used as a match for the BFH Program are not eligible to be used as a match for the HDAP Program.
Housing and Disability Advocacy Program
Template to Demonstrate Base Funding Requirement

County Name: ________________________________________________________________

County Contact Name and Phone Number: ________________________________________

The purpose of this template is to identify the funds expended by the county during the 2015-16 fiscal year. This information will be used to determine the base funding relevant to the Housing and Disability Advocacy Program (HDAP), pursuant to Welfare and Institutions Code section 18999.1(b)(2).

Instructions: Use the table below to document amounts expended by the county for HDAP eligible participants related to outreach, active case management, advocacy and housing assistance during the 2015-16 fiscal year. Counties shall provide the current population served, the current activity, expenditure amounts spent on the activity in FY 2015-16 including the program code from the County Expense Claim utilized, if applicable. Refer to Attachment Two for a description of the eligible population and definition of outreach, case management, advocacy and housing assistance. An example is provided in the first row, for your reference.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GA/GR</td>
<td>Case Management – Assessment Screening</td>
<td>$5,150</td>
<td>Extraneous</td>
</tr>
</tbody>
</table>
Housing and Disability Income Advocacy Program
Information on Interim Assistance Reimbursement

Interim Assistance Reimbursement (IAR) is a federal and state program that allows the counties to recover General Assistance/General Relief (GA/GR) and other payments of cash or in-kind benefits made to indigent county residents to meet their immediate needs (food, clothing, shelter, transportation, etc.) while their SSI or CAPI applications are being reviewed. The HDAP requires that counties seek reimbursement through IAR per W&I Code 18999.4(b). Due to the many months required to review these applications, claimants approved for SSI or CAPI receive retroactive benefits back to the date of original application. Counties may retain a portion of those retroactive benefits to cover GA/GR paid out during the interim. The counties can recover their interim immediate needs payments such as GA/GR and other payments of cash or in-kind benefits only if:

- The recipient has authorized the county to do so by signing form SSP 14 and that form remains valid; and
- The recipient’s application for SSI or CAPI is approved; and
- Within ten days of approval of SSI or CAPI, the county sends the recipient a completed apportionment form (SSP 18) along with the portion of retroactive benefits remaining after the county is reimbursed; and
- The source of the immediate needs benefits paid out did not include any federal funds.

Situations in which the county cannot be reimbursed for assistance:

Expiration of Authorization

The SSP 14 authorization has a life of 12 months. If a GA/GR recipient signs an SSP 14 but does not apply for SSI until after 12 months have elapsed, benefits paid out by the county are not recoverable through the SSI program (unless the recipient signs a new authorization).

Example: As part of its ongoing audits, Social Security Administration (SSA) examines a case in which the county retained IAR after the recipient was granted SSI. No SSP 14 is found in the file. The recipient is deemed not to have authorized the county’s reimbursement; county must return the IAR that it retained to the recipient even if county has an electronic record showing that the SSP 14 was signed.

Example: County directs an indigent resident to apply for SSI and begins paying out General Relief to meet his immediate needs. Recipient signs the SSP 14 but does not apply for SSI until 14 months later. SSI is ultimately granted. County may not use the IAR program to recover the GR it paid out because the authorization expired after 12 months and recipient failed to sign a new one.

Denial of Federal/State Benefits

When a GA/GR recipient is denied SSI, has lost or abandoned all relevant appeals, and is ineligible for CAPI, the county cannot use the IAR program to recover any of the benefits that it paid out to the recipient for immediate needs.
Apportionment Issues

A county may not exceed the ten-day apportionment period.

Example: County is entitled to use the IAR program to recover the GA/GR it paid out to a recipient who is eventually approved for SSI. SSA sends the recipient’s retroactive check to the county. County retains the amount of GA/GR previously paid to the recipient. Three weeks later, county sends the SSP 18 apportionment form to the recipient along with the recipient’s portion of the retroactive SSI payment. County must pay back to the recipient the portion it retained as IAR because the county exceeded the ten-day apportionment period.

Federal Financial Participation (FFP)

If a county program through which the immediate needs of an indigent resident are met involves even one dollar of federal funds, none of the benefits paid out by the county to that individual may be recovered through the IAR program.

Example: County receives a federal grant to provide housing to its homeless population. The grant provides only a small portion of the funds required for this purpose; the county and state funds the remainder. An indigent resident who is homeless applies to the county for benefits. As he is disabled, the county directs him to apply for SSI. While awaiting an SSI determination, the county satisfies the applicant’s immediate need for shelter by providing him with an apartment. Rather than paying General Assistance checks to the applicant, the county pays the GA funds allocated to this individual directly to the owner of the housing. The applicant is eventually approved for SSI. Amounts paid by the county for the applicant’s housing are not recoverable through IAR. Even if the county can demonstrate that these housing payments came strictly from county or state funds and that not one dollar of those payments was contributed by federal grant money, the fact that the program involved some form of federal financial participation disqualifies the county from interim assistance reimbursement. Due to subrogation issues, Social Security Administration has a firm policy of denying IAR in such cases rather than examining the apportionment of federal and state/county funds.
Housing and Disability Income Advocacy Program
County Allocation Table

The Housing and Disability Income Advocacy Program (HDAP) county allocation table is based on county level need data relevant to HDAP, including, in order of weighted importance, the county’s percent of the statewide total of individuals experiencing homelessness; the county’s percent of the statewide total of renters with severe rental cost burden (i.e., paying more than 50% of income towards rent); and the county’s percent of the statewide total of the General Assistance/General Relief caseload. The minimum allocation amount was set at $75,000; however, smaller counties may wish to consider submitting joint applications. Counties may request more or less than the allocation amount set in the table.

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>ALLOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alameda</td>
<td>$ 1,962,954</td>
</tr>
<tr>
<td>Alpine</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Amador</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Butte</td>
<td>$ 216,519</td>
</tr>
<tr>
<td>Calaveras</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Colusa</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Contra Costa</td>
<td>$ 746,546</td>
</tr>
<tr>
<td>Del Norte</td>
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<tr>
<td>El Dorado</td>
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<tr>
<td>Fresno</td>
<td>$ 755,864</td>
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<tr>
<td>Glenn</td>
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<tr>
<td>Humboldt</td>
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<tr>
<td>Imperial</td>
<td>$ 167,551</td>
</tr>
<tr>
<td>Inyo</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Kern</td>
<td>$ 466,523</td>
</tr>
<tr>
<td>Kings</td>
<td>$ 84,612</td>
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<td>Lake</td>
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<td>Lassen</td>
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<tr>
<td>Los Angeles</td>
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<tr>
<td>Mendocino</td>
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<td>Merced</td>
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<td>Modoc</td>
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<tr>
<td>Mono</td>
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</tr>
<tr>
<td>Monterey</td>
<td>$ 568,670</td>
</tr>
<tr>
<td>County</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Napa</td>
<td>$93,244</td>
</tr>
<tr>
<td>Nevada</td>
<td>$81,897</td>
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<td>Orange</td>
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<td>Placer</td>
<td>$197,002</td>
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<td>Plumas</td>
<td>$75,000</td>
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<tr>
<td>Riverside</td>
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<td>Sacramento</td>
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</tr>
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<td>Tehama</td>
<td>$75,000</td>
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<tr>
<td>Trinity</td>
<td>$75,000</td>
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January 8, 2018

Mike Ryan
Orange County Social Services Agency
500 N. State College Blvd.
Orange, CA 92868

Dear Director Ryan,

Congratulations! I am pleased to inform you that your county’s application for Housing and Disability Advocacy Program (HDAP) funding, authorized per Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016), has been accepted. Your preliminary state funded HDAP allocation is $2,147,651 and is available for use through June 30, 2020. A certification letter which outlines the conditions of this HDAP allocation, as specified in All County Welfare Directors Letter dated July 27, 2017, Attachment Two, Section D, will be requested from County Welfare Departments once final HDAP allocations are released to all applicant counties.

CDSS plans to work closely with HDAP counties and will be hosting HDAP meetings and learning forums in an effort to provide participating counties an opportunity to share best practices and enhance their programs. Meetings may be conducted via telephone calls or county visits, while learning forums will generally be located at or near CDSS headquarters at 744 P Street, Sacramento, CA 95814. In-person attendance by the HDAP designated county contact is required at all HDAP learning forums. The first learning forum has been scheduled for January 17-18, 2018 in Sacramento. Please hold those dates on your calendar. Additional information regarding required meetings and learning forums will be sent electronically to your designated county HDAP contact.

Counties that receive HDAP funding are required to claim all HDAP costs on the County Expense Claim on a quarterly basis by performing time studies and utilizing the identified HDAP program code. HDAP claiming instructions are attached for your review. If you have any questions regarding the claiming instructions, please direct them to the Fiscal Policy and Analysis Bureau at FISCAL_SYSTEMS@dss.ca.gov.

CDSS thanks you for your proposal and looks forward to partnering with you on the implementation of your HDAP. If you have any questions, please contact me at Alicia.Sutton@dss.ca.gov or at (916) 654-1450.

Sincerely,

[Signature]

ALI SUTTON
Chief, Housing, Homelessness and Civil Rights Branch

c: Wendy Aquin, Division Director, Assistance Programs
   Mike Edmundson, Deputy Division Director, Assistance Programs

Attachments: HDAP Initial Data Elements
              HDAP Fiscal Claiming Instructions
Subject: OC Community Resources  
Contract Reimbursement Policy  
Effective: July 1, 2010  
Revised: February 7, 2019

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.  
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:
1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000

2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)

3. Summary of leveraged resources (if applicable)

4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)”

5. Grantee Performance Report (if required by Contract)

6. Supporting documentation shall be on single-sided sheets

7. Please redact employees’ Social Security Number from payroll reports

8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts

10. Cashed checks

11. Check register

12. Consultant/sub-contractor invoices (with description of services)

13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at: 
OCCRAccountsPayable@occr.ocgov.com
Certification for a Drug-Free Workplace

Kingdom Causes, Inc. dba City Net

Housing and Disability Income Advocacy Program contract #18-23-0062-HDAP

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ——

   (1) The dangers of drug abuse in the workplace;

   (2) The Applicant's policy of maintaining a drug-free workplace;

   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ——

   (1) Abide by the terms of the statement; and

   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ——

   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official: Brad Fieldhouse

Title: President/Executive Director

Signature: Brad Fieldhouse

Date: 3/29/2019
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants’ responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are 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 contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Brad Fieldhouse

Name

President/Executive Director

Title—DocuSigned by:

Brad Fieldhouse 3/29/2019

Authorized Signature Date
DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the 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 contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. 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 the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
1. Federal Award Identification
   A. Subrecipient Name: Kingdom Causes, Inc. dba City Net
   B. Subrecipient’s Unique Identifier (DUNS): 361759140
   C. Federal Award Identification Number (FAIN): N/A
   D. Federal Award Date: N/A
   E. Subaward Period of Performance: 5/1/19 – 6/30/20
   F. Total Amount of Federal Funds Obligated by the Action: $ N/A

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G. Total Amount of Federal Funds Obligated to the Subrecipient: $ N/A
H. Total Amount of the Federal Award: $ N/A
I. Federal Award Project Description: N/A
J. Federal Awarding Agency: N/A
K. Name of Pass Through Entity (PTE): N/A
L. Contact Information for the Awarding Official: Cymantha Atkinson, Interim Executive Director (714) 480-2729 Cymantha.Atkinson@occr.ocgov.com
M. CFDA Number and Name: N/A
N. Whether Award is R&D: N/A
O. Indirect Cost Rate for the Federal Award: N/A
CONTRACT # 18-23-0061-HDAP

FOR

Housing and Disability Income Advocacy Program

BETWEEN

COUNTY OF ORANGE

AND

FRIENDSHIP SHELTER, INC.
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Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
Attachment E - Memorandum of Understanding between Orange County Social Service Agency and OC Community Resources/Housing & Community Development & Homeless Services
Attachment F - All County Welfare Letter Dated July 27, 2017, and January 8, 2018

EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas
Exhibit 4 - Debarment Certification
Exhibit 5 – Federal Award Identification
Contract # 18-23-0061-HDAP

with

Friendship Shelter, Inc.

for

Housing and Disability Income Advocacy Program

This Contract #18-23-0061-HDAP for Housing and Disability Income Advocacy Program (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 by and through OC Community Resources (“OCCR”); hereinafter collectively referred to as “County” and Friendship Shelter, Inc., a private non-profit corporation in the State of California, with a place of business at P.O. Box 4252, Laguna Beach, CA 92652-4252, DUNS #883815375 (hereinafter referred to as “Contractor”), with the County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E - Memorandum of Understanding between Orange County Social Service Agency and OC Community Resources/Housing & Community Development & Homeless Services
Attachment F - All County Welfare Letter Dated July 27, 2017, and January 8, 2018
Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Service Planning Areas
Exhibit 4 – Debarment Certification
Exhibit 5 – Federal Award Identification

RECITALS

WHEREAS, Contractor and County are entering into this Contract for street outreach services using Housing and Disability Income Advocacy Program (“HDAP”) funds, under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide services pertaining to street outreach services under the Housing and Disability Income Advocacy Program as further set forth in the Scope of Services (“Services”), attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor as set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and
WHEREAS, Contractor agrees to provide staff set forth in the Staffing Plan, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Housing and Disability Income Advocacy Program with the Contractor to carry out certain program Services and activities for the Fiscal Years 2018-2019 and 2019-20.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“County’s Project Manager” means the OC Community Resources Director or designee, coordinating the HDAP funds under its regulations, and the Services provided by the County.

“County’s Contract Administrator” means the “Contract Administrator” who shall administer this Contract as is necessary or reasonable to comply with County policies.

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov.

Service(s): the work or labor, including tasks and duties, and training being performed, or already performed to fulfill the requirements of this Contract including all obligations and responsibilities as set forth in the Attachment A -Scope of Services.

“Subcontractor or Subcontractors” means any entity that furnishes to Contractor Services or supplies relative to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: 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.

B. Entire Contract: This Contract, documents incorporated by reference, Attachments A, B, C, D, E and F, and Exhibits 1, 2, 3, 4 and 5 contain the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Intentionally left blank.

E. Delivery: Time of delivery of Services is of the essence in this Contract. County reserves the right to refuse any Services and to cancel all or any part of the Services not conforming to applicable specifications, drawings, samples or descriptions or Services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for Services shall not bind County to accept future shipments nor deprive it of the right to return Services already accepted at Contractor’s expense. Over shipments and under shipments of Services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all Services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the Services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Intentionally left blank.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent,
proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, (e.g., delivery of Services as identified in the Scope of Services) Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code. Contractor and its Subcontractors shall comply with the provisions of Fair Employment and Housing Act (Government Code Section 12990 (a – f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a -- ), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference into this Contract if set forth in full. Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible
for the professional quality, technical assurance, timely completion and coordination of all
documentation and other Services furnished by the Contractor under this Contract. Contractor shall
perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all
necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense
obtain and maintain all permits and licenses required by public authorities, including those of County
required in its governmental capacity, in connection with performance of the work. If permitted to
subcontract, Contractor shall be fully responsible for all work performed by Subcontractors and shall
make sure that Subcontractor(s) follow all requirements of performance under this Contract.

O. Insurance Requirements:
Prior to the provision of Services under this Contract, the Contractor agrees to purchase all required
insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy
the County that the insurance provisions of this Contract have been complied with. Contractor shall
maintain as required by law, unemployment and disability insurance and shall cause its Subcontractor
to do the same. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and
endorsements on deposit with the 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.

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.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-
insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically
be approved by the County’s Risk Manager, or designee, 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.
If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

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).

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.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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| Commercial General Liability                                            | $1,000,000 per occurrence
|                                                                        | $2,000,000 aggregate                |
| Automobile Liability including coverage for owned, non-owned and        | $1,000,000 per occurrence           |
| hired vehicles                                                          |                                     |
| Workers Compensation                                                    | Statutory                            |
| Employers Liability Insurance                                           | $1,000,000 per occurrence           |
| Network Security & Privacy Liability                                    | $1,000,000 per claims-made          |
| Employee Dishonesty (if applicable)                                     | $100,000 per occurrence (limit      |
|                                                                        | Commensurate with exposure)         |

**Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) 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.**

2) 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.

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

1) 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.

2) 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.

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.**

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.

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.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).
Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

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.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) 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.

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.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a Party to any litigation against the 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. While Contractor will be required to provide this information without prompting from the County, any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and Subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors 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.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract whether performed by Contractor or its subcontractors, (e.g., Services identified in Attachment A the Scope of Services of this Contract) shall fully comply, at Contractor’s expense, with all standards, federal and state laws, statutes, restrictions, ordinances, local housing and building codes, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank.**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** 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 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, its agents, affiliates, employees, or any Subcontractor(s), 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.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract.
including, but not limited to, the costs of administering the Contract. The County will provide
reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment
is made.

Contractor agrees to maintain such records for possible audit for a minimum of five years after
final payment, unless a longer period of records retention is stipulated under this Contract or by
law. Contractor agrees to allow interviews of any employees or others who might reasonably
have information related to such records. Further, Contractor agrees to include a similar right
to the County to audit records and interview staff of any subcontractor related to performance
of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this
Contract shall be forwarded to the County’s Project Manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this
Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal,
State of California and/or local funds to County; and inclusion of sufficient funding for the
Services hereunder in the Budget Schedule approved by County’s Board of Supervisors for each
fiscal year covered by this Contract. If such approval, funding or appropriations are delayed,
not forthcoming, or are otherwise limited, County may delay reimbursement to Contractor,
immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Contract
Administrator in writing when the expenditures against the Contract reach 75 percent of the
dollar limit on the Contract. The County will not be responsible for any expenditure overruns
and will not pay for Services exceeding the dollar limit on the Contract unless a written and
approved change order to cover those costs has been issued. Board of Supervisor approval may
be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on May 1, 2019 and continue through June 30, 2020, unless otherwise terminated by the County.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**
   The total Maximum Obligation of County to the Contractor for the cost of Services provided in accordance with this Contract is $216,843, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.

5. **Amendments - Changes/Extra Work:**
   The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope of services or price of the Contract.

   If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver Services, or the project schedule, the Contractor will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change, such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Conditions Affecting Work:**
The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and Services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors 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 from acting in the best interests of the County. Contractor and its subcontractor(s) should comply with provisions of the California Political Reform Act, Government Code Section 87100 et seq., Government Code Section 1090, if applicable.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Consulting Contract – Follow-On Work:**
No person, firm, subsidiary or Subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of Services, the purchase of Services, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. **Project Manager, County**
The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Contractor’s Project Manager and key personnel. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall
accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further Services under the Contract.

13. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

14. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

15. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. **Licenses:** At its own expense, Contractor and its Subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and its Subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. **Disputes – Contract:**

   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’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for Services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for Services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for Services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected
to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the Services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the Services from the Contractor’s supplier(s). Additional profit margin as a result of supplying Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. **Non-Supplantation of Funds:** Contractor shall not supplant any federal, state, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, state, or County funds under any federal, state, or County program without prior written approval from the County.

23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County’s staff will interpret all reports and determine the quality, acceptability and progress of the Services rendered.

24. **Access and Records:**

   A. County, the state of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor’s activities, books, documents and papers (including computer records and emails) and to records of Contractor’s subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the Services or
activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County’s designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor’s office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. Liability. Contractor shall pay to County the full amount of County’s liability to the state or federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor’s failure to perform under this Contract.

25. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

26. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this contract. The County’s Project Manager and the Contractor’s Project Manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

27. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and Subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any Subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Contractor shall procure Subcontractors pursuant to applicable state, federal and local procurement statutes, laws, regulations and requirements.
28. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any Services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.

31. **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 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:

OC Community Resources
Housing and Community Development/
Homeless Services, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

For Contractor:

Friendship Shelter, Inc.
P.O. Box
Laguna Beach, CA 92652-4252
Attn: Executive Director

32. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

34. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all Services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

35. Non-Exclusivity: As long as the Contractor’s or its licensor’s confidential information are not infringed, nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the during the term of this Contract or thereafter, Services, or any type of products or services in any way analogous, similar, or comparable to the Services herein, as applicable, or any other products or services. Nor shall anything in this Contract be construed or
interpreted as limiting the County’s right or ability during the term of this Contract to increase or
decrease its demand for Services hereunder.

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**Program Specific Terms and Conditions:**

36. **Debarment:** Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/state assistance programs in accordance with 29 CFR Part 98.

37. **Fraud:** Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: [http://ocgov.com/gov/risk/programs/antifraud](http://ocgov.com/gov/risk/programs/antifraud).

38. **Fiscal Accountability:**

   A. **Financial Management System:** Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
   
   i. Information pertaining to tuition rates, payments, and educational assistance payments; and
   
   ii. Source documentation to support accounting records; and
   
   iii. Proper charging of costs and cost allocation.

   B. **Contractor’s Record:** Contractor’s records shall be sufficient to:
   
   i. Permit preparation of required reports; and
   
   ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
   
   iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
   
   iv. Permit tracking and reporting of leveraging as required.

   C. **Costs Charged:** Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring.

40. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

41. **Payment Requirements:**

   If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Contractor, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time of any Service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this
provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

A. Contract Amount: It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Contractor attached hereto and incorporated herein by reference.

B. County will reclaim any unused balance of funds for reallocation to other County approved projects.

C. Payment of Project Activities:
   1. Payment of Project Activities: County will reimburse Contractor for eligible project-related costs only. Contractor shall submit requests for reimbursement to County on a monthly basis beginning on June 1, 2019, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of Services, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by County.

   2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

   3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

D. Funds shall not be disbursed for any costs incurred prior to the certification by County of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.

E. Eligible costs related to Services provided by Contractor must be incurred during the period beginning May 1, 2019. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including June 30, 2020.

F. If any portion of HDAP funds transferred from or paid by the County to the Contractor are deemed ineligible for a particular use or purpose, Contractor shall return said funds to County within 90 days of County’s written request for reimbursement.

G. ADVANCE - Notwithstanding Paragraph 41.C above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County
may advance to Contractor a sum not to exceed one-sixth (1/6th) of County’s maximum obligation hereunder, a total of $36,140 (Thirty-Six Thousand One Hundred Forty Dollars). Project Manager shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under Paragraph 41.C above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

42. **Modification of Budget:** Upon written approval of County, Contractor shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the budget may include the addition of any new budget category.

43. **Performance:**
Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Contract. The performance of work and Services pursuant to this Contract by Contractor and its Subcontractor(s), if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its Subcontractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work (e.g., Services as identified in the Scope of Services) pursuant to this Contract.

44. **Drug-Free Workplace:**
The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

45. **Publicity, Literature, Advertisements, and Social Media:**

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

B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the County;
2. Unless directed otherwise by County, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
   a. any commercial product or service; and,
   b. any product or service provided by Contractor, unless approved in writing by County; and,

4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to County. 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. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies.

46. D-U-N-S Number and Related Information:

D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. https://www.SAM.gov

The D-U-N-S Number must be provided to County at the County’s request and prior to the execution of this Contract. Contractor shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is “active,” with no active exclusions prior to execution of this Contract. If County cannot access the Contractor’s D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient’s data entry for its D-U-N-S number, the Contractor/Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

47. Compliance with the Law:

Contractor hereby acknowledges that in addition to Article X of this Contract, in particular, Contractor warrants that the Services rendered complies with applicable requirements issued by the California State from time to time regarding HDAP, the state and federal law and regulation, including but not limited to Welfare and Institutions Code Section 18999 et. seq., core components of Housing First enumerated in Welfare and Institutions Code Section 8255.; . If permitted to subcontract, the Contractor shall comply with all applicable procurement requirements. Contractor hereby warrants that the funds received under this Contract shall not be used for costs associated with activities in violation of any law or for any activity not consistent with the intent of the federal/state fund granted. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract. Contractor hall provide copies of the permits and approvals to the County upon request Contractor hereby agrees, warrants, and represents that all Services provided shall comply with all applicable requirements as set forth in the Attachment F, All County Welfare Directors Letter dated July 28 2017, titled Housing and Disability Advocacy Program, and All County Welfare Directors Letter January 8, 2018, titled Implementation of Housing and Disability Advocacy Program Aggregate Monthly Status Report HDAP 18, incorporated herein by reference as though those requirements are set forth
herein. Contractor hereby agrees, warrants, and represents that in providing the Services Contractor will comply with all applicable requirements as set forth in the Attachment E, Memorandum of Understanding between The County of Orange Social Services Agency and OC Community Resources/OC Homeless, Housing & Community Development for the provision of Housing and Disability Advocacy Program services dated February 20, 2019, incorporated herein by reference as though those requirements are set forth herein.

48. **Confidentiality**: In addition to confidentiality provision of Article S, Contractor shall ensure the confidentiality, protection and preservation of (1) the County’s Confidential Information (defined below) and (2) any information of a confidential, sensitive, and/or proprietary nature, which may be disclosed or made available to Contractor, its Subcontractors for their performance of Services under this Contract, and all related subordinate agreements (collectively, the “Purpose”).

   a. “Confidential Information” means all non-public information, material, or documents, of any kind, obtained from any participant of the Services, obtained from County or on behalf of the County, and any information obtained in performance of this Contract, through any medium that is:
      i. Designated in writing as “confidential” or “private” at the time of its disclosure; or
      ii. Exploitable data, information protected by privacy law, or other information that is treated as confidential by the County, including all personally identifiable information or protected health information or data that is prohibited from being disclosed for any reason pursuant to law, statute, regulation, ordinance, or contract; or
      iii. Any information that a reasonable person would consider confidential whether or not it is designated as such.

   b. Obligations of Confidence: Except as expressly permitted or further restricted by this provision, Contractor/Subrecipient agrees as recipient of the Confidential Information that it will: (a) not disclose such Confidential Information to any third parties, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this Contract, that Contractor/Subrecipient generally uses to protect its own information of similar nature, but in any event no less than a reasonable standard of care.

   c. Limited Permitted Use and Disclosure: Contractor may possess, use, and disclose Confidential Information obtained through this Contract only as follows:
      i. Possession and Use: Contractor may possess, use and reproduce Confidential Information solely for the Purpose. Contractor/Subrecipient shall not use the Confidential Information for any other purpose.
      ii. Disclosure: Contractor may, with the express written consent of the County, disclose Confidential Information to its Affiliates (defined below) and employees on a strict "need to know" basis and solely for the Purpose and in the course of providing the Services, provided that each such entity/person to whom such disclosure is made is notified of the confidential nature of the disclosure and is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. “Affiliate” means Contractor’s parent or subsidiary company or a
corporate affiliate that controls, is controlled by or under common control with Contractor.

iii. Legally Required Disclosure: Disclosure of any Confidential Information by Contractor shall not be precluded if such disclosure is required of Contractor pursuant to court or administrative order, but only to the extent required and provided that Contractor in each instance before making such disclosure first (i) promptly upon receipt of such order notifies County of such order in writing; and (ii) reasonably cooperates with County in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to County.

iv. Exceptions to Confidentiality: Notwithstanding any other provisions of this Contract, each Party acknowledges that Confidential Information shall not include any information which:
1. is now or becomes part of the public domain through no fault or omission of the Contractor;
2. is already known by the Contractor prior to the disclosure without restriction on disclosure;
3. is lawfully received, without obligation of confidentiality, by the Contractor from others; or
4. is independently developed by or for the Contractor without use of or reference to the County’s Confidential Information.

v. Return or Secure Destruction of Confidential Information: Upon the earlier of: the expiration of this Contract or the request (at any time) of County, the Contractor shall, at the County’s option and pursuant to the County’s written authorization, either: (a) promptly securely destroy all copies of the Confidential Information obtained from the County or furnished to the Contractor, or Contractor’s approved Affiliates and employees, and confirm such destruction to the County in writing, or (b) return to the County all Confidential Information obtained from the County or furnished to the Contractor and Contractor’s approved Affiliates and employees, and confirm such return to the County in writing.

d. Responsibility for Others: Contractor shall be fully responsible for the acts, omissions, breaches, violations of law, and unauthorized uses or disclosures of the County’s Confidential Information by its employees and duly approved Affiliates, agents, and subcontractors (all, as relevant and if any).

e. Survival of Confidentiality Obligations: Contractor’s confidentiality obligations in this Contract and the obligations of this provision shall survive the termination or expiration of the Contract and all related subordinate contracts. Contractor shall keep the County’s Confidential Information confidential indefinitely.
IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Contract to be executed.

**Friendship Shelter, Inc.**

By: ______________________________  
Name: _____________________________  
Title: ______________________________

Dated: ____________________________

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

************************************************************

**County of Orange**
A Political Subdivision of the State of California

By: Dylan Wright, Director  
OC Community Resources

Dated: ____________________________

**APPROVED AS TO FORM**

By: ______________________________

Dated: 4/1/2019
ATTACHMENT A

SCOPE OF SERVICES

1. Scope of Services Summary
A. Activities:
Contractor shall perform all services set forth herein; and is responsible for administering the program funded with Housing and Disability Income Advocacy Program (“HDAP”) funds, as described as follows, in a manner satisfactory to the County and consistent with any standards required as a condition of providing the HDAP funds including but not limited to Welfare and Institutions Code § 18999 et seq.

HDAP as a County-administered program that assists individuals with disabilities who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. HDAP requires that counties offer outreach, case management, disability benefit advocacy and housing assistance to all program participants. An integral part of HDAP is Supplementary Security Income/Social Security Disability Income (SSI/SSDI) Outreach, Access, and Recovery (SOAR). SOAR is a national program designed to increase access to the disability income benefit programs administered by the Social Security Administration for eligible adults and children who are experiencing or at risk of homelessness and have a serious mental illness, medical impairment, and/or a co-occurring substance use disorders. SOAR seeks to end homelessness through increased access to SSI/SSDI income supports and encourages employment as a means to increase individual income and promote recovery.

B. Program Description:
Contractor, pursuant to requirements set forth in the Scope of Services, shall provide street outreach, case management, disability benefits advocacy, and housing-related case management and financial assistance to disabled individuals who are experiencing homelessness and connect them to appropriate services in the Central Service Planning Area identified in Exhibit “2” (“Program”).

C. Eligible Participants:
HDAP was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) to assist individuals who are disabled or likely disabled and experiencing homelessness, giving highest priority to chronically homeless and those who rely most heavily on State and County funded services.
For the purposes of the Program, a person/household is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 CFR Section 91.5.

Individuals with disabilities who are experiencing homelessness, as defined by 42 U.S. Code § 11360 (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

The highest priority shall be given to individuals who are chronically homeless or who rely the most heavily on state- and county-funded services. Other populations to be targeted by the program include, but are not limited to, the following:

a. General assistance or general relief applicants or recipients who are homeless or at risk of homelessness.

b. Low-income individuals with disabilities who can be diverted from, or who are being discharged from, jails or prisons and who are homeless or at risk of homelessness.

c. Low-income veterans with disabilities who are homeless or at risk of homelessness.

d. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities and who are homeless or at risk of homelessness.

For the purposes of the Program, in addition to definition of a homeless individual with a disability as set forth in 24 CFR section 91.5, for reference a disabled person/household is considered to be chronically homeless only when/s/he/they:

i. Have a disability such as diagnosable substance use disorder, serious mental illness, developmental disability or chronic physical illness or disability as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)) and

ii. Live in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

iii. Have been homeless and continuously living as described in section ii of this section for at least 12 months or on at least four separate occasions in the last three years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living in homeless conditions as set forth in section ii. Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a...
place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
iv. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
v. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

D. Use of Funds:
HDAP funds will be used to provide street outreach, case management, disability benefit advocacy, and housing-related case management to all eligible program participants. Said services and operations shall be engagement rich to provide people experiencing homelessness a pathway to increased benefits, service connections, healthcare, housing and increased stability.

Funds received under this Program shall be used to establish or expand programs that provide housing assistance, including interim housing, recuperative care, rental subsidies, or, only when necessary, shelters, for clients receiving services under Section 18999.2 during the clients’ application periods for disability benefits programs described in that section. The Contractor shall place a client who receives subsidies in housing that the client can sustain without a subsidy upon approval of disability benefits. If the client is not approved for disability benefits, Contractor shall assist in developing a transition plan for housing support through other available resources. A client’s participation in housing assistance programs or services is voluntary.

E. Reporting:
Contractor is required to submit monthly written reports as indicated below in Section 3.C.2.

2. Description of Program
The Contractor shall provide the following:
A. Outreach Engagement – Process for referring and referring HDAP eligible individuals to appropriate services and housing, planned outreach, and coordination with existing systems and integrating services as necessary.
B. Case Management – Supportive services that will support HDAP eligible individuals throughout the application and housing search processes, and will actively integrate services.
C. Disability Benefits Advocacy – Process for conducting screenings, assessments, preparing and filing disability applications, gathering required documentation, timely submission of benefits claims, and timeframe needed for reconsideration documents. This includes a specific program design, oversight and quality assurance processes for benefit applications, follow-up, and approval rates.

D. Housing Assistance – Contractor shall provide HDAP eligible participants with housing assistance, including but not limited to: interim housing, recuperative care, congregate care, landlord incentives, housing, navigation services, individual housing support payments, rental subsidies, housing identification processes and support.

3. Description of Services/Contractor Responsibilities

The Program will meet the County’s need to provide HDAP services, including street outreach and to connection to SSI/SSDI disability benefits, to those experiencing homelessness in collaboration with current shelter, outreach, and housing placement efforts.

A. Program Essential Requirements

Contractor shall:

1. Ensure that the Program will be in operation Monday - Friday (8 hours a day).
2. Engage in face-to-face street outreach
3. Follow up with eligible participants to connect the eligible participants to the appropriate disability benefit (SSI/SSDI)
4. Provide coordination of regional navigation support for Central Service Planning Area.
   a. Provide service navigation to region.
   b. Assist County in responding to eligible populations in shelters.

B. Program Administrative Management Tasks

Contractor shall:

1. Take appropriate action for medical/mental health emergencies.
2. Operate, maintain, coordinate and staff the resources of the Program.
3. Coordinate with County agencies engaged with those experiencing homelessness including but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and will also engage local agencies, social services programs to assist with program services.
4. Provide supplies and equipment as needed.
5. Track program costs.
6. Review all billings and assure payments, if applicable.
7. Provide training as needed to staff, as appropriate.
8. Complete report on activities, unduplicated individuals served and costs of operation, as requested by County.
9. Coordinate with OC Community Resources, other County agencies and community-based organizations, as necessary and appropriate.
10. Contractor will enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care and per 211OC HMIS standards or amended HMIS standards as amended from time to time.
11. Contractor will utilize the County’s ArcGIS Survey 123 Application or comparable outreach tool and database to track and report on outreach contacts. The questions on the ArcGIS Survey 123 Application or comparable outreach tool and database will be determined by the County and will be made available real time to County staff.

C. Performance Metrics
1. For the life of the Contract, Contractor will have a target number of:
   a. 110 individuals to be screened.
   b. 28 individuals to be provided case management services.
   c. 12 individuals to be provided disability benefits advocacy services.
   d. 17 individuals to be provided housing assistance.

2. Contractor shall submit written reports on a monthly basis. Monthly reports will include:
   a. The number of clients served in each of the following targeted populations:
      1. Individuals who are chronically homeless or who rely the most heavily on state- and county-funded services;
      2. General assistance or general relief applicants or recipients who are homeless or at risk of homelessness;
      3. Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons and who are homeless or at risk of homelessness;
      4. Low-income veterans with disabilities who are homeless or at risk of homelessness;
      5. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities and who are homeless or at risk of homelessness;
      6. Any other populations the County chooses to target.
b. Number of outreach contacts, including referrals, assessments, and screening.

c. Number of health care coordination provisions, including behavioral health care, for clients, as appropriate.

d. The demographics of the clients served, including race, ethnicity, age, and gender.

e. The number of applicants for benefits, and type of benefits, filed with the assistance of the County.

f. The number of disability benefit program applications approved initially, after consideration, and after appeal, including the time it took to establish benefits.

g. The number of disability benefit program applicants denied, including the reason for denial.

h. The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the rates of completed applications or approvals.

i. The number of clients who received subsidized housing who maintained that housing during the SSI applicant period.

j. The percentage of individuals approved for SSI who retain permanent housing six (6), twelve (12), and twenty-four (24) months after benefits approval.

k. The amount and percentage of rental subsidy costs and of General Assistance/General Relief (GA/GR) costs recovered through Interim Assistance Reimbursement for individuals approved for benefits.

l. The number of individuals eligible to be served by this program but who have not yet received services.

m. And other data points as agreed upon with the County.

n. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS and the ArcGIS Survey123 smartphone application or comparable outreach tool and database.

4. Contractor’s Additional Responsibilities/Contractor’s Program Design

A. Outreach Services – The Contractor will prioritize eligible individuals in the South Service Planning Area. The outreach and case management services required by this subdivision shall include, but not be limited to, working with homeless shelter providers and community organizations providing services to the homeless, as well as providing direct outreach in areas where the homeless congregate. Contractor shall actively conduct outreach to populations who are likely eligible for HDAP services (see Section 1. C. 2. of this Scope of Services). Outreach efforts shall include, but not
be limited to, all of the following:
1. Receiving referrals.
2. Conducting outreach, training, and technical assistance.
4. Coordinating record retrieval and other necessary means of documenting disability.
5. Coordinating the provision of health care, including behavioral health care, for clients, as appropriate.

The outreach team shall assess clients entering Contractor’s two shelters and prioritize eligible individuals in the South Service Planning Area. Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) assessments will be performed for:
1. All clients who enter Contractor’s Alternative Sleeping Location and Henderson House shelter sites.
2. Individuals attending Contractor’s Alternative Sleeping Location’s new day program, if they wish to work on a housing plan.
3. Individuals encountered by Contractor’s Street Outreach team, if they wish to work on a housing plan.
4. HDAP services will be delivered in-house at Contractor’s two shelter sites by Contractor’s employees.

B. Case management – As the South Service Planning Area lead agency, Contractor shall provide eligible clients with case management services and housing navigation assistance that includes assessment and entry into the Coordinated Entry System.
1. Clients will be supported in collecting needed documents to confirm program eligibility, including disabling condition verification and homeless status verification.
2. Contractor’s existing Housing Coordinators will provide case management to all shelter clients.
3. Clients who are HDAP eligible, as determined during the VI-SPDAT assessment process and defined as homeless with a disabling condition, will be served through the HDAP program.
4. Contractor will deliver services as a contracted agency to Orange County, as administered by OC Community Resources.

C. Disability Benefits Advocacy – Contractor shall provide disability benefits advocacy services to complete the entire application process for disability income benefit programs. These services shall be provided at no cost to Participants and shall include but is not limited to, screening, assessing, developing and filing competently prepared benefit applications, appeals, reconsiderations, reinstatements, and recertifications; coordinating with Federal and State offices regarding pending benefit applications,
appeals, reconsiderations, reinstatements, and recertifications and advocating on behalf of the client; gather required documentation, provide timely submission of benefits claims, and document the timeframe needed for reconsideration documents. Contractor shall also do the following:

1. Designate two employees as SOAR certified to assist HDAP eligible clients in both shelters with the entire disability benefits application process using the SOAR method.
2. Contractor’s Housing Coordinators providing case management shall provide referrals to eligible clients. SOAR certified Benefits Specialists shall assist with gathering documentation, preparing and filing, and follow-up until approval.
3. Contractor’s Benefits Specialists shall be SOAR certified and will participate in the county’s SOAR system. Services shall be delivered by Contractor’s employees.
4. Contractor shall designate one Benefits Specialist to serve as lead and provide oversight to all benefits applications, as well as serve as liaison between Contractor and the County’s OCCR staff.
5. Outcomes shall be tracked using HMIS and SOAR’s Online Application Tracking System.

D. Housing Assistance – Contractor shall provide housing assistance, which shall include connection to Continuum of Care components including prevention, street outreach, Coordinated Entry System, emergency shelter, transitional housing and permanent housing placement through rapid rehousing and permanent supportive housing, and housing retention services. Contractor shall use HDAP funds provided under this Contact to provide a variety of temporary and interim housing options based on the needs and preferences of eligible participants. Housing assistance shall be provided to HDAP eligible clients concurrently throughout the disability application process. Those options shall include, but are not limited to:

1. HDAP eligible participants identified above will receive financial housing assistance as necessary. Contractor’s Housing Coordinators will determine which clients are most appropriate and the appropriate dollar amounts. All housing options including rapid rehousing or non-shelter interim housing will be considered.
2. Contractor’s existing housing navigators shall assist in identifying and applying for housing.
3. All clients seeking housing shall be entered in to the County’s Coordinated Entry System.
4. Program managers for each shelter shall oversee housing navigation.
5. Contractor’s Associate Director of programs shall oversee financial assistance budget and distribution of funds.
6. Contractor’s Housing Coordinators providing case management at both shelters
shall make referrals for housing assistance based on the HDAP eligible client’s income plan and housing plan.

7. Contractor’s Housing Coordinators shall provide continued case management to clients placed in interim housing with HDAP funds to ensure transition to permanent housing and completion of securing all identified income sources.

E. Contractor acknowledges that they are required to collaborate with Orange County Continuum of Care, Coordinated Entry system and other homeless services agencies.

F. Contractor shall comply with all State of California and local regulations including all requirements, and regulations of Housing and Disability Income Advocacy Program, as applicable.

G. Contractor shall partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Contractor staff will be provided with additional emergency contact numbers. All staff of the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK
ATTACHMENT B

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursable Contract between the County and the Contractor for up to $216,843 for the period of May 1, 2019 through June 30, 2020, as set forth in Attachment A - Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County’s General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted monthly to the address specified and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by Orange County Homeless, Housing and Community Development and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:
OC Community Resources
1770 North Broadway, 4th floor
Santa Ana, CA 92706-2642
Attention: Accounts Payable
4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 - OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Contractor will provide an invoice on Contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include:

1. Contractor’s name and address
2. Contractor’s remittance address (if different from 1 above)
3. Name of County Agency Department
4. COUNTY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Contractor’s Federal I. D. number
10. Total

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.
# ATTACHMENT C

## BUDGET SCHEDULE

**Budget Schedule**

Anticipated Administration and Program Cost Budget

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<th>Project Costs</th>
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<td><strong>Project Activity:</strong> Housing Financial Assistance</td>
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### Staffing Plan

**Project Title: HDAP Program**

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<td>Lead Housing Coordinator</td>
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<td><strong>TOTAL</strong></td>
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</tbody>
</table>

*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY

AND

OC COMMUNITY RESOURCES/HOUSING & COMMUNITY DEVELOPMENT &

HOMELESS SERVICES

FOR THE PROVISION OF

HOUSING AND DISABILITY ADVOCACY PROGRAM SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Social Services Agency, hereinafter referred to as “SSA,” and the Orange County Community Resources/Housing & Community Development & Homeless Services, hereinafter referred to as “OCCR,” both agencies of the County of Orange (“County”). This MOU establishes the guidelines for the implementation and administration of services for individuals who meet the guidelines set forth in this MOU.

SSA and OCCR may be referred to individually as “Party” and collectively as “the Parties.” The relationship between SSA and OCCR, with regard to this MOU, is based upon the following:

1. Both Parties are County agencies, and this MOU is established to further the interests of the County, in a collaborative effort, to meet the agencies’ objectives and/or to comply with State of California (hereinafter referred to as “State”) or federal obligations.

2. This MOU is authorized and provided for pursuant to Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016), Welfare and Institutions Code Section 18999 and Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016).
3. OCCR and SSA agree that services and activities described in this MOU are to be provided by OCCR through subcontracted providers selected pursuant to the process set out in this MOU. References to OCCR throughout this MOU will include any services and activities provided through the subcontracted provider.

4. OCCR agrees to provide services through a subcontracted provider to eligible individuals in the form of Housing and Disability Advocacy Program (HDAP) Services.

5. This MOU sets forth the guidelines authorized by both the SSA Director and the OCCR Director, for their respective employees to follow in providing HDAP services.
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1. **TERM**

The term of this MOU shall commence on February 22, 2019, and end on June 30, 2020, unless terminated earlier pursuant to the provisions of Paragraph 17 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to reporting and confidentiality.

2. **PURPOSE**

The purpose of this MOU is to establish the procedure for SSA and OCCR to provide HDAP Services to individuals who meet the criteria in Paragraph 4, below.

3. **DEFINITIONS**

   3.1 Housing Disability Advocacy Program (HDAP): A County administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance.

   3.2 Chronically Homeless: A homeless individual with disability who lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and:

      3.2.1 Has been homeless for at least twelve (12) months, either continuously, or on at least four (4) combined occasions in the last three (3) years; or

      3.2.2 Has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than ninety (90) days.

   3.3 Homeless:

      3.3.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence;

      3.3.2 An individual or family who will imminently lose their primary nighttime residence;
3.3.3 Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless, but who:

3.3.3.1 Have not had a lease, ownership interest, or occupancy agreement in permanent housing sixty (60) days previous to the application for homeless assistance; or

3.3.3.2 Have experienced persistent instability with permanent housing.

3.3.4 Any individual or family who:

3.3.4.1 Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member;

3.3.4.2 Has no other residence; and

3.3.4.3 Lacks the resources or support networks to obtain other permanent housing.

3.4 Participant: Individuals who are disabled, or likely disabled, who are experiencing homelessness.

3.5 Continuum of Care (CoC): An integrated system of care that guides families and individuals experiencing homelessness through a comprehensive array of services and housing designed to prevent and end homelessness and provide funding for efforts by nonprofit providers, and State and local governments, to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals.

3.6 Coordinated Entry System (CES): A mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized
priorities for program Participants via intake assessment. The Coordinated Entry System 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 System of Care.

3.7 Whole Person Care Program: Whole Person Care (WPC) Program is the coordination of physical, behavioral health, and social services in a patient-centered approach with the goals of improved health and well-being through more efficient and effective use of resources for Medi-Cal beneficiaries struggling with homelessness.

3.8 Bridge Housing: Emergency or Transitional Housing program models that reduce average length of stay for Participants and yielded increased Permanent Housing placement outcomes. Bridge Housing is a term used by service providers that are focused on permanent housing navigation and placement services, providing the shortest term sheltering required to achieve this outcome.

4. **POpULATION TO BE SERVED**

4.1 OCCR shall provide HDAP services to Participants who are disabled, or likely disabled, who are experiencing homelessness.

4.2 Referrals will be made through the CoC homeless CES by public and non-profit service providers who serve as referral partners for existing emergency shelter programs.

5. **GOAL**

The goal of this MOU is to outline the administration requirements of the HDAP program and to assist disabled-individuals who are experiencing homelessness in the County of Orange apply for disability benefit programs while also providing housing assistance by offering outreach, case management, and disability income advocacy services to
6. DESCRIPTION OF SERVICES

OCCR shall provide the following service components to HDAP Participants:

6.1 Outreach

Outreach efforts include, but are not limited to, working with homeless shelter providers and community organizations providing services to the homeless, as well as providing direct outreach in areas where the homeless congregate.

OCCR shall actively conduct outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:

6.1.1 General Assistance/General Relief (GA/GR) applicants and recipients with disabilities;

6.1.2 CalWORKs recipients with disabilities;

6.1.3 CalFresh recipients with disabilities;

6.1.4 Low-income veterans with disabilities; and

6.1.5 Low-income individuals with disabilities who are being discharged or can be diverted from any of the following facilities or institutions, if that individual was experiencing homelessness before entering the facility or institution:

6.1.5.1 Jails;

6.1.5.2 Prisons;

6.1.5.3 Hospitals;

6.1.5.4 Long term care facilities; or

6.1.5.5 Rehabilitation facilities.

6.2 Case Management Services

Case management services to be provided by OCCR shall include, but will not be limited to, the following:
6.2.1 Receiving referrals;
6.2.2 Conducting outreach, training, and technical assistance;
6.2.3 Providing assessment screening to Participants to determine needs and eligibility;
6.2.4 Promoting housing stability by supporting Participants throughout the application and housing search process; and
6.2.5 Coordinating linkage to health care, including behavioral health care for Participants, as appropriate.

6.2.5.1 This may include providing medical evaluations when other government benefit programs are unable to provide timely treatment or evaluations required to complete the disability benefit application.

6.3 Disability Income Advocacy Services
Disability Income Advocacy services shall be provided by OCCR to HDAP Participants to complete the entire application process for disability income benefit programs. These services shall be provided at no cost to Participants and shall include, but are not limited to, the following:

6.3.1 Preparing and filing complete documents for all of the following relative to the disability income benefits:

6.3.1.1 Applications;
6.3.1.2 Appeals;
6.3.1.3 Reconsiderations;
6.3.1.4 Reinstatements; and
6.3.1.5 Recertifications.

6.3.2 Coordinating with federal and State offices for all of the following relative to the disability income benefits:
6.3.2.1 Pending applications;
6.3.2.2 Appeals;
6.3.2.3 Reconsiderations;
6.3.2.4 Reinstatements;
6.3.2.5 Recertifications; and
6.3.2.6 Advocating on behalf of the Participant.

6.4 Housing Assistance

Housing assistance shall be provided to HDAP Participants concurrently throughout the disability application process. The types of housing assistance that may be provided include, but are not limited to, any of the following:

6.4.1 Interim Housing

Provision of temporary housing while seeking permanent housing. Examples of interim housing are shelters, motels, bridge housing, or any other temporary shelter that is not considered to be permanent housing.

6.4.1.1 Interim housing shall be utilized during the housing search process, and should be limited to nine (9) months or less. Interim housing may be provided beyond nine (9) months when other housing options are unavailable. However, the intent is to offer permanent housing within nine (9) months of a Participant entering interim housing; and

6.4.1.2 Housing search assistance should be provided while Participants are in interim housing.

6.4.2 Recuperative Care

Coordinating with the WPC Program to provide recuperative care for Participants who require care which would not be covered by
WPC Program, e.g., care required beyond the 90-day limit in the WPC Program.

6.4.3 Congregate Care
Provision of payment for Participants residing in sober living homes or board and care facilities, including Residential Care of the Elderly.

6.4.4 Landlord Incentives
Utilizing marketing tools as incentives to assist housing voucher holders to secure housing, e.g., funding to hold vacant housing.

6.4.5 Housing Navigation Services
Assisting Participants in finding safe and decent housing that is affordable to recipients due to rental subsidies or bridge subsidies.

6.4.6 Individual Housing Support Payments
Provision of financial assistance, including moving costs, furniture and appliances, and/or Americans with Disabilities Act (ADA) modifications.

6.4.7 Rental Subsidies
Provision of rental subsidies once permanent housing is located.

7. SUBCONTRACTS
7.1 It is mutually understood that OCCR intends to subcontract to provide the services under this MOU. In no event shall the subcontract alter, in any way, any responsibility of OCCR to SSA. SSA may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this MOU. All subcontracts must be in writing and copies of same shall be provided to SSA. OCCR shall include in each subcontract any provision SSA may require, or that
is required by the State law or regulations governing the provision of services under the HDAP Program

7.2 OCCR shall utilize a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this MOU. OCCR’s procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to OCCR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor’s performance until completion of services. OCCR’s procurement shall be consistent with any applicable State or County procurement policies.

7.3 OCCR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this MOU. Such records may be subject to the satisfaction of SSA, and to the examination and audit by SSA or designee, for a period of five (5) years or until any pending audit is completed.

8. REPORTS

OCCR shall report to California Department of Social Services (CDSS) the following information:

8.1 The number of clients served in each of the following targeted populations:

8.1.1 Individuals who are chronically homeless or who most heavily rely on state- and county-funded services;

8.1.2 GA/GR applicants or recipients who are homeless or at risk of homelessness;

(AJL0518) Page 11 of 23 (1-17-19)
8.1.3 Parents who receive CalWORKs assistance or whose children receive assistance or children who are recipients of CalWORKs in families that are homeless or at risk of homelessness;

8.1.4 Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons, and who are homeless or at risk of homelessness;

8.1.5 Low-income veterans with disabilities who are homeless or at risk of homelessness;

8.1.6 Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities, and who are homeless or at risk of homelessness; and

8.1.7 Any other populations the Parties chose to target.

8.2 The demographics of the clients served, including race, ethnicity, age, and gender.

8.3 The number of applicants for benefits, and type of benefits, filed with the assistance of the county.

8.4 The number of disability benefit program applications approved initially, after consideration, and after appeal, including the time it took to establish benefits.

8.5 The number of disability benefit program applicants denied, including the reason for denial.

8.6 The number of clients who received subsidized housing during the period that their applications were pending and a description of how that impacted the rates of completed applications or approvals.

8.7 The number of clients who received subsidized housing who maintained that housing during the SSI applicant period.

8.8 The percentage of individuals approved for SSI who retain permanent housing
six (6), twelve (12), and twenty-four (24) months after benefits approval.

8.9 The amount and percentage of rental subsidy costs and of GA/GR costs recovered through Interim Assistance Reimbursement for individuals approved for benefits.

8.10 The number of individuals eligible to be served by this program but who have not yet received services.

9. SSA RESPONSIBILITIES

SSA will act as a pass through agency. OCCR will be responsible for all HDAP Program Requirements as requested by, or set out by, CDSS.

10. STATEMENT OF COSTS

10.1 OCCR shall cost apply SSA quarterly for the cost of services rendered under this MOU, for an amount not to exceed the Cost Applied Detail – Summary of actual allowable costs approved by SSA for each County Fiscal Year.

10.2 Quarters are defined as follows: July through September, October through December, January through March; and April through June.

10.3 OCCR shall process its quarterly cost apply by the tenth (10th) calendar day of the month following the end of each quarter, for the actual allowable costs incurred for staffing and supplies needed to provide the services hereunder, with the exception of the quarter ending June 30\(^{th}\), which includes estimated costs for the month of June, and follow up with actual cost information by July 10\(^{th}\).

10.4 OCCR shall provide timely budgetary information upon request from SSA, for inclusion in the Annual CDSS Proposed SSA Administrative Budget and County Budget, and any other required State and/or federal reports, and/or audits.

10.5 OCCR shall comply with any and all State and federal programmatic and fiscal claiming guidelines developed for the use of funds, including federal sub-recipient monitoring, reporting requirements, and audits.

10.6 The budget described herein encompasses February 22, 2019 through June 30,
2020.  
Budget period for February 22, 2019 through June 30, 2019

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<th>Salaries and Benefits:</th>
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### Budget period for July 1, 2019 through June 30, 2020

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<tbody>
<tr>
<td>HDAP Direct Service Positions (3):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Manager</td>
<td>20.40</td>
<td>6.0</td>
<td>$254,592</td>
</tr>
<tr>
<td>Housing Navigator</td>
<td>25.00</td>
<td>3.0</td>
<td>$156,000</td>
</tr>
<tr>
<td><strong>Total Direct Service Salaries and Benefits</strong></td>
<td></td>
<td></td>
<td>$410,592</td>
</tr>
</tbody>
</table>

| Administrative Positions (4): | | | |
| Management | 31.25 | .5 | $32,500 |
| **Total Administrative Position Salaries** | | | $32,500 |

| Direct Services (5): | | | |
| Housing Financial Assistance | N/A | N/A | $822,506 |
| **Total Direct Services** | | | $822,506 |

| Total All Salaries and Benefits and Direct Client Services | | | $1,265,598 |

| OCCR HDAP Administration (4) | $109,235 |
| OCCR County Administration (4) | $75,870 |
| **Total Administration** | $185,105 |

| Maximum SSA Obligation 7/1/19-6/30/20 | $1,450,703 |
(1) Maximum hourly rates which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.

(2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this MOU. This percentage is based upon a 40-hour workweek. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this MOU, regardless of the number of hours actually worked.

(3) Direct Service positions are defined as those staff that provide outreach, case management, benefits advocacy, housing related case management, and housing assistance for Participants.

(4) OCCR Administration costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs.

(5) Direct services costs include, but are not limited to, Housing Financial Assistance to a minimum of sixty (60) Participants.

11. CONFIDENTIALITY

11.1 SSA and OCCR agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

11.2 All records and information concerning any and all persons referred to OCCR by SSA or SSA's designee shall be considered and kept confidential by OCCR, OCCR’s employees, agents, subcontractors, and all other individuals performing services under this MOU. OCCR shall require all of its employees, agents, subcontractors, and all other individuals performing services under the MOU to sign an agreement with OCCR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

11.3 OCCR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any
person violating the provisions of said California state law may be guilty of a
crime.

11.4 OCCR agrees that any and all subcontracts entered into shall be subject to the
confidentiality requirements of this MOU.

12. **SECURITY**

Security Requirements

12.1 OCCR agrees to maintain the confidentiality of all SSA and SSA-related records
and information pursuant to all statutory laws relating to privacy and
confidentiality that currently exists or exists at any time during the term of this
MOU. OCCR represents and warrants that it has implemented and will maintain
during the term of this MOU administrative, physical, and technical safeguards
to reasonably protect private and confidential client information, to protect
against anticipated threats to the security or integrity of SSA data, and to protect
against unauthorized physical or electronic access to or use of SSA data. Such
safeguards and controls shall include at a minimum:

12.1.1.1 Storage of confidential paper files that ensures records are
secured, handled, transported, and destroyed in a manner that
prevents unauthorized access.

12.1.1.2 Control of access to physical and electronic records to
ensure SSA data is accessed only by individuals with a need
to know for the delivery of MOU services.

12.1.1.3 Control to prevent unauthorized access and to prevent
OCCR employees from providing SSA data to unauthorized
individuals.

12.1.1.4 Firewall protection.

12.1.1.5 Use of encryption methods of electronic SSA data while in
transit from OCCR networks to external networks, when applicable.

12.1.1.6 Measures to securely store all SSA data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure SSA data shall not be altered or corrupted without SSA's prior written consent. OCCR further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

12.2 Security Breach Notification

12.2.1 OCCR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance OCCR experiences or learns of that either compromises or could reasonably be expected to comprise SSA data through unauthorized use, disclosure, or acquisition of SSA data ("Security Breach"), OCCR shall immediately notify SSA of its discovery. After such notification, OCCR will:

12.2.2 Investigate to determine the nature and extent of the Security Breach.

12.2.3 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
12.2.4 Report to SSA the nature of the Security Breach, the SSA data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what OCCR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action OCCR has taken or will take to prevent future similar unauthorized use or disclosure.

12.2.5 SSA and OCCR will collaborate to determine, on a case-by-case basis, what actions are necessary in response to a Security Breach and who will perform these actions. Actions may include but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management and credit monitoring.

13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

OCCR shall report to SSA, in writing within twenty-four (24) hours of occurrence, the following:

13.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against the County.

13.2 Any third party claim or lawsuit filed against the County arising from or relating to services performed by OCCR under this MOU.

14. RECORDS

14.1 Client Records:

14.1.1 OCCR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to SSA.
14.1.2 OCCR shall keep all SSA data provided to OCCR during the term(s) of this MOU in compliance with the County and SSA records management policies and schedules. Notwithstanding anything to the contrary, upon termination of this MOU, OCCR shall relinquish control with respect to SSA data to SSA, in accordance with Subparagraph Error! Reference source not found..

15. NOTICES

15.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications, may be communicated through County email systems and/or via U.S. Mail to the following addresses:

SSA: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd, Suite #100
Orange, CA 92868

OCCR: Orange County Community Resources/
Attn: Homeless, Housing and Community Development
1300 South Grand Avenue, Building B, 3rd Floor
Santa Ana, CA 92705

15.2 All notices shall be deemed effective when provided in writing, either through email or U.S. Mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

16. RESOLUTION OF CONFLICTS

16.1 County ordinances, regulations, policies, directives, or any other rules (“County Rules”) shall govern this agreement. If this MOU conflicts with any County
Rules, then the County Rules shall govern. Both Parties shall seek a resolution of any conflicts for the betterment of the County as a whole.

16.2 For resolution of conflicts between SSA and OCCR in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the SSA HDAP Program Manager, the OCCR Program Manager or Supervisor, and case manager.

Step 2: Conference between the SSA HDAP Program Manager and/or Deputy Director, or designee, and the OCCR HDAP Program Manager.

Step 3: Conference between the SSA Director of Assistance Program, or designee, and the Executive Director of OCCR, or designee.

17. TERMINATION

17.1 Either SSA or OCCR may terminate this MOU without penalty immediately with cause or after thirty (30) days’ written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of either agency. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations; and exercise by OCCR of the right to terminate this MOU shall relieve OCCR of all further obligations.

17.2 Upon termination, or notice thereof, SSA and OCCR agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.

17.3 The obligations of SSA and OCCR under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA or OCCR
may immediately terminate or modify this MOU, without penalty. The terminating Party shall provide the other Party with written notification of such determination. Each Party agrees to immediately comply with the other Party’s decision.

18. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. The Parties represent and warrant that the person executing this MOU on behalf of and for their respective agency is an authorized agent who has actual authority to bind the agency to each and every term, condition and obligation of this MOU and that all requirements of the agency have been fulfilled to provide such actual authority.

19. GENERAL PROVISIONS

19.1 This MOU represents the entire understanding of the Parties with respect to the subject matter. In the event modifications or directives are issued by the County Board of Supervisors or the Chief Executive Office that impact the provisions of this MOU, such modifications or directives shall immediately be incorporated into this MOU without further amendment by OCCR or SSA. No other change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

19.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.
WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By:  
Debra J. Baetz, Director  
County of Orange  
Social Services Agency  
Dated: 2/20/19

By:  
Dylan Wright, Director  
County of Orange  
Orange County Community Resources  
Dated: 2/20/19
July 27, 2017

ALL COUNTY WELFARE DIRECTORS LETTER

TO: ALL COUNTY WELFARE DIRECTORS

FROM: TODD R. BLAND
Deputy Director
Family Engagement and Empowerment Division

SUBJECT: HOUSING AND DISABILITY ADVOCACY PROGRAM

The California Department of Social Services (CDSS) recently received authority to launch a new Housing and Disability Income Advocacy Program (HDAP). The 2017-18 California State Budget appropriated $43,461,000 for the program, which is available over a three year period, from July 1, 2017 through June 30, 2020. General program information and more details on the application and allocation process are outlined below.

Program Scope

Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) established the HDAP, which is a county administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance. The HDAP requires that counties offer outreach, case management, advocacy, and housing assistance to all program participants. The Welfare and Institutions (W&I) Code section 18999 outlines HDAP program requirements, and additional information regarding specific HDAP requirements and recommended promising practices are provided in Attachment One.

Counties receiving state HDAP funds shall match the state funding on a dollar-for-dollar basis. Information regarding the county match requirements are outlined in Attachment Four.

HDAP Application Process

The CDSS will allocate funds for the HDAP in two rounds. The first round of allocations will be made available to applicant counties on the basis of need, according to a methodology developed by the CDSS. Any funds remaining after round one will be allocated by the CDSS on a competitive basis.

Counties should request the level of HDAP funding they believe is commensurate with their need, program capacity, and ability to provide match, even if that amount is greater than or less than the county’s need as determined by CDSS.
All County Welfare Directors Letter
Page Two

For round one, counties that submit satisfactory applications will be funded at their total request up to the amount indicated on the HDAP County Allocation Table, as displayed in Attachment Six. This allocation table is based on county level need data relevant to HDAP, including, in order of weighted importance, the county’s percent of the statewide total of individuals experiencing homelessness; the county’s percent of the statewide total of renters with severe rental cost burden (i.e., paying more than 50% of income towards rent); and the county’s percent of the statewide total of the General Assistance/General Relief caseload. Smaller counties may wish to consider submitting joint applications.

Applications will be reviewed by the CDSS upon receipt and funds for round one will be allocated to counties on a rolling basis. Therefore, counties are encouraged to submit applications as soon as possible and not to wait until the final deadline. Counties wishing to apply for HDAP funding shall submit the completed certification (Attachment Three) and templates (Attachments Three and Four) electronically to housing@dss.ca.gov as soon as possible, but no later than Tuesday, October 31, 2017. Late applications will not be considered. Any funds remaining after round one will be awarded competitively in late 2017 or early 2018.

Data Collection, Reporting and Training

Data collection, progress monitoring, and outcome recording are essential elements of the HDAP. Forms and tracking instructions will be released under separate cover. Training and technical assistance will be offered to help programs strengthen and enhance their outreach, case management, advocacy, and delivery of housing supports at the local level.

Reimbursement and Fiscal Claiming

The County Welfare Department (CWD) is the county entity that must apply for and be allocated HDAP funds, and the CWD Director must sign the HDAP certification in Attachment Three. However, CWDs may subcontract with other entities, including county entities that will serve as the lead agency in implementing HDAP.

As with all allocations, counties that receive HDAP funding will be required to claim all costs on a quarterly basis by performing time studies and utilizing identified program codes. Claiming instructions, including the applicable program codes, will be released under separate cover.

The CDSS looks forward to partnering with counties to deliver housing support and disability advocacy to individuals and families in need. The Housing and Homelessness Bureau plans to host a conference call to respond to county questions relative to the request for proposals in early August. More information regarding the conference call will be forthcoming. If you have any questions regarding HDAP, please contact Timothy Lawless at (916) 654-1450 or at housing@dss.ca.gov.

Attachments:

One: HDAP Program Information
Two: HDAP Application Requirements and Funding Conditions
Three: HDAP Certification & Program Components Template
Four: County Match Guidelines and Template to Demonstrate Base Funding Requirement
Five: Interim Assistance Reimbursement (IAR) Resource
Six: County HDAP Allocation Chart
Housing and Disability Income Advocacy Program
General Program Overview

Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) established the Housing and Disability Income Advocacy Program (HDAP). The HDAP is a county administered program that assists individuals (including those in families) who are (1) homeless and (2) may be eligible for disability benefits. The HDAP requires that counties offer outreach, case management, advocacy, and housing assistance to all program participants. The Welfare and Institutions (W&I) Code section 18999 outlines HDAP program requirements. Specifically, the W&I Code details the types of disability income benefit programs that should be sought out by counties on behalf of HDAP program participants, how participants shall be prioritized, the populations that should be targeted to participate in HDAP, the components that must be included in the program, and the types of benefits and services that shall be provided to program participants. The HDAP requirements and recommended promising practices are outlined below in greater detail.

Further, Senate Bill (SB) 1380 (Chapter 847, Statutes of 2016) requires that all state-funded housing programs incorporate the core components of Housing First. Therefore, the CDSS requires that the HDAP be operated in a manner consistent with SB 1380 and the core components of Housing First enumerated in W&I Code Section 8255. Housing First includes housing individuals without constraints while also linking individuals to housing as soon as possible. This means that individuals should be connected to housing early in the advocacy process, with a goal continuing to work on the disability benefits application process while also working to secure housing.

Collaboration

Collaboration, both within the county and amongst local service providers, is critical to the success of the HDAP. The CDSS requires counties in receipt of HDAP funding to consult with local benefit advocacy agencies and their local homelessness Continuum of Care (CoC) as they develop their local HDAP. Counties are strongly encouraged to partner with CoCs or other regional efforts to create and participate in the homeless coordinated entry system. This is especially critical in terms of prioritization; HDAP requires that chronically homeless or those that rely most heavily on state or county funded programs are given highest priority for HDAP services. Additional information regarding prioritization requirements is provided below. County partners, such as local community-based organizations, should be experienced in successfully providing HDAP related services, including disability income advocacy and/or housing assistance.

In addition, counties shall, at minimum, collaborate with other county departments including those responsible for health, behavioral health, and human or social services to serve homeless individuals and families in need of HDAP. This means that the HDAP should work to better integrate available wraparound services for HDAP recipients by collaborating with other county offices, within different entitlement programs, and with local service providers within the community.

Finally, the CDSS recommends that counties operating HDAP consider how other state and federally funded programs targeting services for individuals and families experiencing homelessness can be integrated with HDAP. For example, counties operating a Whole Person Care Pilot or those planning to apply for funds from the No Place Like Home initiative should consider how HDAP can best integrate with those programs.
Disability Income Programs

Participating counties shall provide required services, as described below under “Required Program Components”, for the following disability benefit programs, as appropriate:

- Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP);
- the federal Social Security Disability Insurance (SSDI) program;
- the Cash Assistance Program for Immigrants (CAPI);
- and veterans’ benefits provided under federal law, including disability compensation.

Eligible Populations: Prioritization and Screening Tools

Individuals with disabilities who are experiencing homelessness (including those that appear to be or are likely eligible for disability benefit programs) are eligible to receive HDAP services.

Consistent with the core components of Housing First, counties must assess their local need and work in collaboration with the CoC and coordinated entry system to ensure populations with the highest needs are given the highest priority and are able to access HDAP services. Prioritization methods based on “first come, first serve” basis or based on tenant selection processes that screen-in those who are most likely to succeed are inappropriate.

Screening and/or triage tools shall be used by counties to identify high need homeless individuals. Generally, these shall be the same screening tools used by the county’s local coordinated entry, unless there is convincing evidence to use an alternative screening tool. The screening/triage tools should be used to ensure program applicants that are chronically homeless and/or rely most heavily on state or county funded programs are given highest priority for HDAP services.

Required Program Components

The county HDAP shall provide (either through the county, a contractor, or a combination of both the county and contractor) all of the following to HDAP participants:

- outreach;
- case management;
- benefits advocacy; and
- housing assistance for participants who wish to receive it.

Outreach and Case Management Services

The following outreach and case management services shall be provided as part of a county’s HDAP:

- receiving referrals;
- conducting outreach, training and technical assistance;
- providing assessment screening;
- promoting housing stability; and
- coordinating linkage to health care, including behavioral health care for participants, as appropriate.
On a case by case basis, this may include providing for medical evaluations when other government benefit programs are unable to provide timely treatment or evaluations required to complete the disability benefit application.

As a reminder, individuals or families must be experiencing chronic homelessness or homelessness, as defined below, in order to be eligible for HDAP. Programs should actively outreach to populations likely eligible for HDAP services, such as individuals or families experiencing homelessness who are:

- General Assistance/General Relief (GA/GR) applicants and recipients with disabilities;
- CalWORKs recipients with disabilities;
- CalFresh recipients with disabilities;
- low-income veterans with disabilities; and
- low-income individuals with disabilities who are being discharged or can be diverted from any of the following, if that individual was experiencing homelessness before entering the institution:
  - jails;
  - prisons;
  - hospitals;
  - long term care facilities; or
  - rehabilitation facilities.

Note: W&I Code Section 18999 requires counties to report the number of cases targeted for HDAP services within the benefit programs listed above on a regular basis.

As part of outreach to the populations specified above, the CDSS strongly encourages counties to actively integrate program services by offering program information and assisting with applications for any of these or other benefits the participant wishes to seek or may be eligible to. For example, if an individual is likely eligible for CalFresh benefits the client should be provided targeted case management in order to successfully complete the CalFresh application to obtain benefits and maintain benefits on an ongoing basis.

Disability Income Advocacy Services

Advocacy services to complete the entire application process for disability income benefit programs (programs specified above) shall be provided to HDAP participants. These services may be provided through legal representation (at no cost to program participants) or through case managers with benefits assistance training and shall include, but are not limited to, the following:

- developing and filing completely prepared documents for all of the following relative to the disability income benefits:
  - applications;
  - appeals;
  - reconsiderations;
  - reinstatements; and
  - recertifications
- coordinating with federal and state offices for all of the following relative to the disability income benefit:
  - pending applications;
  - appeals;
  - reconsiderations;
The county may also
within the
support
with another
benefits,
a
throughout
housing
is strongly
Workforce
Shelters shall not
months of
interim
housing
(e.g. shelters, motels, bridge housing, or any other temporary shelter that is not considered to be permanent housing) during the housing search process;
recuperative care;
housing navigation services to assist the recipient in finding safe and decent housing that is affordable to recipients due to rental subsidies or bridge subsidies;
rental subsidies in permanent housing once housing is located; or
supportive housing for those with the highest needs.

Shelters shall not be considered housing assistance unless offered as interim housing in combination with housing navigation services. Further, programs are encouraged to limit interim housing to nine months or less and provide housing search assistance while participants are in interim housing. Interim housing may be provided beyond nine months when other housing options are unavailable. However, programs should aim to offer permanent housing within nine months of a participant entering interim housing.

The housing assistance described above shall be provided to HDAP participants concurrently throughout the disability application process. Program participants shall be provided housing that they will be able to sustain, either because the county will provide services or has partnered with another agency to transition the recipient to another form of subsidy, or the recipient has the ability to pay for the housing without a subsidy once disability income benefits are approved. If HDAP participants are not approved for disability income benefits, the county shall assist the participant in developing a transition plan for housing support through other available sources within the local community and the coordinated entry system. While programs may opt to provide rental subsidies to participants that are denied disability benefits (with no appeals left), it is strongly encouraged that they identify HDAP participants who may be denied benefits and begin seeking alternative housing options (e.g., permanent supportive housing, affordable housing through federal vouchers, referrals to appropriate workforce development programs). If a program participant decides they no longer wish to pursue an application for disability benefits, the county shall assist the participant in developing a transition plan for housing support through other available resources in the community to avoid a return to homelessness.

Workforce Development

If a county determines that an HDAP participant is not likely to be eligible for disability benefits, the county has the option to refer the participant to a relevant workforce development program. The county may also refer a participant, upon final approval or denial of benefits, to a relevant
workforce program after considering and assessing the circumstances of a participant's disability and consulting with the participant. Counties are not required to include a workforce development piece with their HDAP. In addition, it is important to note that participation in a workforce development program, if offered by the county, is not a program requirement by the HDAP participant, but rather a voluntary activity.

Definitions

For the purposes of HDAP, the CDSS will define chronically homeless and homeless as defined in 24 CFR section 91.5. These are the definitions used by the U.S. Department of Housing and Urban Development (HUD). The definitions of chronically homeless and homeless are listed below for reference.

Chronically homeless:

(1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

(i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

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

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Please note: Disabling condition included in this definition of chronically homeless is not the same definition used for SSI eligibility purposes. Disabling condition for the purposes of chronic homelessness is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. A disabling condition limits an individual's ability to work or perform one or more activities of daily living.

Homeless:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:


(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:
(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

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

Additional Program Resources

- Social Security Administration:
  
  https://www.ssa.gov/
  
  www.ssa.gov/work

- United States Interagency Council on Homelessness:
  
  https://www.usich.gov/
  
  https://www.usich.gov/opening-doors
  
  https://www.usich.gov/tools-for-action/webinar-key-strategies-for-connecting-people-experiencing-homelessness-to-ssi-ssdi
  

- National Alliance to End Homelessness:
  
  http://www.endhomelessness.org/
  
  http://endhomelessness.org/resource/housing-first/

- Corporation for Supportive Housing:
  
  http://www.csh.org/

- Housing California:
  
  www.housingca.org

- California Institute of Behavioral Health Solutions:
  
  www.CIBHS.org
  
  https://soarworks.prainc.com/
- Workforce Development:
  
  https://yourtickettowork.com
A. PURPOSE

The California Department of Social Services (CDSS) is seeking requests from County Welfare Departments (CWDs) to implement or expand a local Housing and Disability Income Advocacy Program (HDAP). The program will be funded with monies appropriated in the 2017 Budget Act, and the monies will be available through June 30, 2020. The program requires counties to provide a dollar-for-dollar match and to seek reimbursement from the federal Commissioner of Social Security pursuant to the Interim Assistance Reimbursement (IAR) agreement (see Attachments Four and Five for additional information). Counties are required to collaborate with community partners, including established disability advocacy providers and housing services providers. Additional information regarding specific HDAP requirements and recommended best or promising practices are summarized in Attachment One.

B. CRITERIA FOR EVALUATION

In round one, counties that satisfactorily apply for HDAP will be allocated funding up to, but not more than, the amount displayed in Attachment Six. Additional funding may be available and allocated on a competitive basis once the initial, non-competitive HDAP allocation is complete. The CDSS will evaluate county responses to the questions outlined in Section C below based on the county’s ability to complete the following:

1. Demonstrate the use of evidence-based models and best practices regarding the four required elements of HDAP—outreach, case management, advocacy, and housing (see resource list in Attachment One for examples).

2. Demonstrate local need, including the extent to which individuals in their community experience homelessness.

3. Demonstrate the capacity for timely implementation of an HDAP program impactful to community needs with a focus on integrating services and collaborating with other relevant county departments.

4. Demonstrate the ability to work in collaboration with the local homeless Continuum of Care and coordinated entry system and partner with established community-based organizations (CBOs). Counties should be able to demonstrate that the CBO partners have a proven track record of successfully documenting disability, getting disability income applications approved, and locating safe and sustainable housing.

5. Demonstrate the ability to maintain records, collect data, and track both qualitative and quantitative outcomes.

C. REQUIRED APPLICATION COMPONENTS

Counties requesting HDAP funds shall complete and return attached program components template (Attachment Three). A description of the items included in the program components template is listed below. The information provided in the program components template will be evaluated by the CDSS based on the evaluation criteria outlined above in Section B.

1. Funding Request Certification: Complete the attached funding request certification indicating the primary and secondary program contacts, the level of state and county
funding that will be used to fund the program, the unduplicated count of individuals
targeted for HDAP services, and the County Welfare Director signature certifying that
the county will adhere to the HDAP funding conditions.

2. **Program Description:** Using the attached program description template, describe
the services that will be delivered relative to outreach, case management, disability benefits
advocacy, housing assistance, and workforce development (if applicable) to HDAP
clients.

3. **Program Statement of Need:** Complete the template providing relevant data pertaining
to the county level of need for HDAP services.

4. **Detailed Program Planning Budget:** Using the attached budget template, complete
a detailed program planning budget indicating the anticipated funding (including funding
source) that will be utilized to operate the program. The anticipated program budget
should be broken down by fiscal year (beginning in July 2017 through June 2020) and
include the projected spending in the areas of administration, outreach, case
management, housing assistance, and workforce development (if applicable). The
budget template breaks out in-house county functions versus services that are
contracted out for both county funded activities (the county match portion) and the state
funded activities. Attach a proposed program organizational chart indicating any newly
created positions, if applicable.

5. **Program Implementation Timeline:** Complete the attached program implementation
timeline template. Counties may add additional boxes as necessary.

**D. FUNDING CONDITIONS AND PROGRAM ACKNOWLEDGEMENTS**

Counties in receipt of HDAP funding will be required to adhere to the funding conditions listed
below. Funding will be contingent upon County Welfare Director certifying that the county will
adhere to these conditions and acknowledge the following:

1. Ensure county representation at all CDSS required HDAP trainings and meetings.

2. Operate an HDAP consistent with the Housing First Core Components enumerated in
Welfare and Institutions (W&I) Code Section 8255.

3. Ensure the HDAP is implemented according to the approved county HDAP proposal;
any changes to the program description, implementation timeline or budget will be
submitted to the CDSS for approval within 30 calendar days.

4. Match state HDAP funds with county funds on a dollar-for-dollar basis and maintain the
level of funding expending by the county for HDAP related services in the 2015-16 fiscal
year.

5. Seek reimbursement of funds used for housing assistance, general assistance, or
general relief from the federal Commissioner of Social Security pursuant to the Interim
Assistance Reimbursement agreement (IAR) authorized by Section 1631(g) of the
federal Social Security Act.

6. Provide HDAP data elements listed in W&I Code Section 18999 in addition to data
requested by CDSS, including a monthly data report, and comply with requests from the
CDSS regarding implementation updates and program outcomes.
7. Target providing outreach, case management, disability benefits advocacy and housing assistance to the number of individuals experiencing homelessness and eligible for HDAP indicated in the county plan or determined by the CDSS, per the final HDAP allocation.

8. Ensure the HDAP will work with the local homeless Continuum of Care and coordinated entry systems and to ensure chronically homeless individuals are given the highest priority and have access to HDAP services. Prioritization will be based on assessment tools utilized by the coordinated entry system or alternative screening tools when convincing evidence suggest a reason for doing so.

9. Ensure the HDAP collaborates with other county departments, including those responsible for health, including behavioral health, and human or social services, at minimum. Collaboration includes sharing information necessary to pursue disability benefits (e.g., medical records, etc.).

10. HDAP staff will ensure clients understand client participation in housing assistance services is voluntary and not a required program component.

11. Acknowledge that the CDSS reserves the right to reallocate HDAP funds should the CDSS determine it is appropriate or necessary to maximize program impact throughout the state.
I. PROGRAM CONTACT

Please complete the information below for the appropriate county contact(s) for the HDAP application and program implementation. A secondary contact should be used for day-to-day correspondence or as an alternate in the event the primary contact is unavailable.

County: ___________________________ Department: ___________________________
Contact Name: _______________________ Title: ___________________________
Address: ____________________________ Phone: __________________________
Email: ____________________________ Phone: __________________________

II. PROGRAM FUNDING REQUEST

Complete the total amount of state HDAP funds the county is requesting, the total amount of county match, and the total program budget for the duration of the program (beginning with program implementation through June 30, 2020).

<table>
<thead>
<tr>
<th>Program Funding Breakdown</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total State HDAP Funding Requested</td>
<td>$</td>
</tr>
<tr>
<td>Total Amount of County Funding Match</td>
<td>$</td>
</tr>
<tr>
<td>Total Program Funding (state and county)</td>
<td>$</td>
</tr>
<tr>
<td>Target Number (unduplicated) of Individuals to Serve</td>
<td></td>
</tr>
</tbody>
</table>

^Indicate the status of the county match funding request below by checking the appropriate box

☐ Program proposal and budget approved by Board of Supervisors (attach verification)

☐ Program proposal and/or program budget is pending approval by Board of Supervisors.

Anticipated date approval will be granted: ________________________________

III. DIRECTOR’S CERTIFICATION

I certify that the County will administer the Housing and Disability Advocacy Program pursuant to the conditions set forth by the California Department of Social Services. I certify the information completed above and attached is true and correct.

Director’s Name: ___________________________
Signature: ____________________________ Date: ____________________________
Program Description

Use the template below to describe the services that will be delivered relative to outreach, case management, disability benefits advocacy and housing assistance to HDAP clients. Counties with existing HDAP like programs may wish to consider using existing program information and materials to respond to the questions below.

<table>
<thead>
<tr>
<th>Description of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>including:</td>
</tr>
<tr>
<td>- process for referring people;</td>
</tr>
<tr>
<td>- planned outreach;</td>
</tr>
<tr>
<td>- coordination with existing systems and integrating services as necessary</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Services will be Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in-house or contracted, specify contractor)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be screened for eligibility)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>including:</td>
</tr>
<tr>
<td>- how the program will support clients throughout the application and housing search processes, and will actively integrate services (e.g., ensure transportation or other resources needed to attend required appointments are easily available or provided, that participants have access to other benefits they may be entitled to)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Services will be Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in-house or contracted, specify contractor)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided case management)</th>
</tr>
</thead>
</table>
### Housing and Disability Income Advocacy Program (HDAP)

#### Application Program Components Template

<table>
<thead>
<tr>
<th>Description of Services including:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- screening</td>
</tr>
<tr>
<td>- assessing</td>
</tr>
<tr>
<td>- preparing and filing disability applications</td>
</tr>
<tr>
<td>- gathering required documentation</td>
</tr>
<tr>
<td>- timely submission of benefits claims</td>
</tr>
<tr>
<td>- timeframe needed for reconsideration documents</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disability Benefits Advocacy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How Services will be Delivered (in-house or contracted, specify contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate if the county intends to use a specific program design (e.g., SOAR)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Oversight and Quality Assurance Process include how to ensure:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- benefit applications are complete</td>
</tr>
<tr>
<td>- necessary follow-up is conducted</td>
</tr>
<tr>
<td>- application approval rates are adequate</td>
</tr>
<tr>
<td>- If the county already operates an HDAP program, include how the county intends to improve existing disability advocacy services</td>
</tr>
</tbody>
</table>

*Note: approval rates will vary by program and may be impacted by existing advocacy infrastructure, the size of the population in need, service area, etc.*

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided disability benefits advocacy services)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description of Services including:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Housing Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
## Housing and Disability Income Advocacy Program (HDAP)

### Application Program Components Template

- types of housing, including interim housing when permanent housing is not immediately secured
- housing identification procedures, including how they will consider client preferences, and proximity to transportation or other services
- how services will be coordinated with homeless Continuum of Care and integrated with the Coordinated Entry System
- standards for determining housing payments (e.g., fair market rent or other standard)
- how clients will transition from interim to permanent housing, and have the ability to maintain permanent housing once they are no longer receiving HDAP services
- for those denied disability benefits, steps the county intends to take to ensure those individuals do not return to homelessness

### How Services will be Delivered

(in-house or contracted, specify contractor)

### Target Number of Individuals

(to be provided housing assistance)

### Optional: Workforce Development

(complete only if the county intends to include a workforce development component).

### Description of Services

How Services will be Delivered (in-house or contracted, specify contractor)
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

<table>
<thead>
<tr>
<th>Target Number of Individuals (to be provided workforce development)</th>
</tr>
</thead>
</table>
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

**Program Statement of Need**

Complete the information below with the most recent data available at the county level. Indicate n/a if data is not available. Use the narrative portion to provide justification or other evidence to demonstrate the need for HDAP funding.

<table>
<thead>
<tr>
<th>County's Homeless Point in Time Counts</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic Homeless</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeless</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Assistance/Relief Caseloads</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequent users of emergency services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if available)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caseload counts for existing HDAP-like programs in the county (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average approval rates and time from application to disposition for counties with existing HDAP-like programs (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Narrative Description to Support Need for HDAP funding**

(Describe how the county has determined the need for HDAP funding, based on the county level data indicated above).
## Program Budget (submit a budget for each fiscal year)

**County Name:**

**Fiscal Year:** 2017-2018

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Service (In House)</td>
<td>Contracted Service</td>
</tr>
<tr>
<td>Administration (e.g. data tracking, program management)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total number of individuals to serve (unduplicated count) in FY 2017-18**

Attach a proposed organizational chart if the program budget includes new positions within the county department.

**Program Budget (submit a budget for each fiscal year)**

1 The total number of individuals served should include only those newly served in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
Housing and Disability Income Advocacy Program (HDAP)
Application Program Components Template

**County Name:**
**Fiscal Year:** 2018-2019

<table>
<thead>
<tr>
<th>Description of Service Component (as described in program description)</th>
<th>County Funded (Include amount and source)</th>
<th>State Funded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Service (In House)</td>
<td>Contracted Service</td>
</tr>
<tr>
<td>Administration (e.g. data tracking, program management)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total number of individuals to serve (unduplicated count) in FY 2018-19²</th>
<th>Target Number of Individuals to Serve</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

Attach a proposed organizational chart if the program budget includes new positions within the county department.

² The total number of individuals served should include only those newly served in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

Program Budget (submit a budget for each fiscal year)

<table>
<thead>
<tr>
<th>County Name:</th>
<th>Fiscal Year: 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Service Component (as described in program description)</td>
<td>County Funded (Include amount and source)</td>
</tr>
<tr>
<td></td>
<td>County Service (In House)</td>
</tr>
<tr>
<td>Administration (e.g. data tracking, program management)</td>
<td></td>
</tr>
<tr>
<td>Outreach</td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td></td>
</tr>
<tr>
<td>Disability Benefits Advocacy</td>
<td></td>
</tr>
<tr>
<td>Housing-Related Case Management</td>
<td></td>
</tr>
<tr>
<td>Housing Financial Assistance</td>
<td></td>
</tr>
<tr>
<td>Workforce Development (Optional)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Total number of individuals to serve (unduplicated count) in FY 2019-20³

Attach a proposed organizational chart if the program budget includes new positions within the county department.

³ The total number of individuals served should include only those newly served in the fiscal year and should not include any that are carried over from the prior fiscal year. Counties may include this level of detail in their program plan description, if desired.
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

**Implementation Timeline**

Use the template below to indicate the anticipated program implementation timeline. Counties may add additional boxes as necessary.

<table>
<thead>
<tr>
<th>High level description of work that will be completed</th>
<th>Anticipated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Establish Formal Partnerships</strong></td>
<td></td>
</tr>
<tr>
<td>Engagement with homelessness</td>
<td></td>
</tr>
<tr>
<td>Continuum of Care (CoC)</td>
<td></td>
</tr>
<tr>
<td>Status of CoC Coordinated Entry¹</td>
<td></td>
</tr>
<tr>
<td>Collaboration with other county departments, including behavioral health</td>
<td></td>
</tr>
<tr>
<td>Contractor(s) and partner(s): list specific organization(s) and the anticipated date that contracts/MOUs will be executed</td>
<td></td>
</tr>
<tr>
<td><strong>Program Development</strong></td>
<td></td>
</tr>
<tr>
<td>Hire and train staff</td>
<td></td>
</tr>
<tr>
<td>Establish program policies and procedures</td>
<td></td>
</tr>
<tr>
<td>Develop program forms and notices</td>
<td></td>
</tr>
<tr>
<td>Community outreach/marketing</td>
<td></td>
</tr>
<tr>
<td>In consultation with CDSS, develop data collection and evaluation process</td>
<td></td>
</tr>
<tr>
<td><strong>Program Implementation</strong></td>
<td></td>
</tr>
<tr>
<td>Identification/outreach to potentially eligible individuals</td>
<td></td>
</tr>
<tr>
<td>Outreach to potentially eligible individuals</td>
<td></td>
</tr>
<tr>
<td>Begin accepting referrals</td>
<td></td>
</tr>
<tr>
<td>Begin filing disability applications</td>
<td></td>
</tr>
</tbody>
</table>

¹ In accordance with the Notice Establishing Additional Requirements for a Continuum of Care (CoC) Centralized or Coordinated Assessment System issued on January 23, 2017, CoCs are expected to establish or update their coordinated entry process by January 23, 2018.
Housing and Disability Income Advocacy Program (HDAP)

Application Program Components Template

<table>
<thead>
<tr>
<th>Begin providing housing assistance</th>
<th></th>
</tr>
</thead>
</table>
Housing and Disability Income Advocacy Program  
County Match Funding Guidelines

Counties in receipt of Housing and Disability Income Advocacy Program (HDAP) funding are required to match the state HDAP funding on a dollar-for-dollar basis. This document summarizes the county match guidelines associated with the HDAP and outlines the general match provisions, how in-kind funding may be used as a match, county funded match examples and defines the items prohibited from being claimed as a match.

In accordance with Welfare and Institution (W&I) Code section 18999.1(b), counties in receipt of HDAP funds are required to maintain a level of county funding for the outreach, case management, advocacy, and housing assistance at least equal to the total amounts expended by the county for Fiscal Year (FY) 2015-16. Further, funds provided for the HDAP shall supplement and not supplant current county funding for these purposes. This means that counties must maintain the base spending (amount expended in FY 2015-16) and may not replace the previous county funding with state HDAP funding. The base expenditures are eligible to be used as the county match in the county's request for HDAP funding, as long as the expenditures are not used towards match requirements for other programs, and the level of county spending is maintained. The county may choose to allocate additional county funds (above base) to be used as a match in order to request additional state HDAP funding.

The CDSS has developed the enclosed template that counties shall complete in order to demonstrate the level of funds expended for HDAP related services during the FY 2015-16. Counties should refer to Attachment One for a description of eligible populations and definitions of outreach, case management, advocacy and housing assistance, relevant to the HDAP.

General Match Requirements

In all match instances, the county must ensure the cost is not charged/reimbursed twice for the same service, activity, personnel expense, etc., especially in the circumstance where the objectives in both grants are similar. Proper documentation should be kept on file at the county that substantiates all HDAP/match claims.

Provisions

County matching funds must follow the following provisions:
- Are verifiable from the County Welfare Department's records.
- Are necessary and reasonable for accomplishment of the project or program objectives.
- Are allowable under the cost principles outlined in subpart E of 2 CFR 200.

In-Kind Matches

In-kind matches may be allowable for the HDAP county match requirement. In order for in-kind donations to qualify as allowable match, they must be substantiated with written documentation provided on the source agency's letterhead, signed, and dated by an authorized representative. Documentation must include: Description and value of the donated goods, specific date and fiscal year for which the goods will be contributed, and the method used to determine the value of the donation. A memorandum of understanding (MOU) for in-kind services must be in place prior to provision of the service. The MOU must contain the following elements: an unconditional commitment to provide the service(s), description of the specific service(s) to be
provided, the profession of the persons providing the service(s) and hourly cost of the service(s), the timeframe in which the service(s) will be provided, the system that will be used to document the actual level and value of the service(s) as provided.

The following are examples of in-kind contributions that may count towards the county’s match if all other requirements are met.

- **Example 1:** A non-profit organization provides a case manager, paid for through a services contract with a supportive housing developer, to case manage residents of the development; the services of the coordinator can be reasonably calculated and included as part of the county’s match.
- **Example 2:** The county or city housing authority agrees to set aside or establish a preference for HDAP participants accessing housing/rental vouchers. The value of the vouchers (e.g. Fair Market Rent) may be counted towards the county’s match obligation. (Note: If the voucher is subsidized with federal funds then the value of the voucher is not eligible for IAR.)
- **Example 3:** A low income housing complex agrees to set aside apartments funded through public affordable housing dollars to house HDAP participants. The value of the affordable apartments may be counted towards the county’s match obligation. (Note: the value of the apartments of the complex donated for use in the HDAP program may not be eligible for reimbursement through the IAR process if the complex was built using federal funds.)
- **Example 4:** A community based organization (CBO) provides rental subsidies as a long term housing option in which to house an eligible recipient to allow the individual to exit homelessness. The costs of the rental subsidies provided as an in-kind donation from the CBO can be counted towards the county’s match requirement. (Note: the value of the rental subsidies used in the HDAP program may not be eligible for reimbursement through the IAR process if the rental subsidies are federally funded.)

**COUNTY COSTS ELIGIBLE FOR MATCH**

The county may also meet their HDAP match requirement through county funds and cash contributions or match. Cash contribution or match is either the county’s own public funds or cash donations from third parties (i.e. partner organizations), or through grants, where cash donation or grant rules explicitly allow use of funds in this manner. A cash match contribution is an actual cash contribution. Public funds are defined as appropriations made directly to the CWD or funds otherwise made available to the CWD by another unit of local government. Private funds are defined as bequests and contributions by private organizations, foundations, agencies, private educational institutions or individuals.

Cash contribution or private funds may be used as a match only:

- when transferred to the State or local agency and under its administrative control;
- are donated without restrictions;
- do not revert to the donor’s facility or use.

Assuming all other match requirements are met, examples of county costs that may be eligible as a match for the HDAP include, but are not limited to:

1. County funded salaries and administrative costs of General Assistance (GA)/General Relief (GR) program(s)
2. County funds expended on housing assistance.
3. County funded contracted costs related to running the HDAP.
4. County funded HDAP administrative costs including case management, outreach, and advocacy services. This can include county funded activities completed in an effort to increase the HDAP match, at the county’s option.

**Interim Assistance Reimbursement (IAR)**

Because IAR funds are considered reimbursement of county funds already expended, the funds received through the IAR process in conjunction with the HDAP may be used towards the county match requirement. It is important to note that because the eligible HDAP population may include clients receiving GA/GR while applying for SSI benefits, counties should recognize that any expenditures, including in-kind partially funded with federal funds are ineligible for IAR. When calculating the amount that can be reimbursed to the county through the IAR process, in-kind benefits that were federally funded or commingled with federal funds, cannot be included in that calculation. For example, a community based organization (CBO) provides rental subsidies as a long term housing option providing housing to an eligible recipient allowing the individual to exit homelessness. The CBO funds the housing through a federal award (i.e., Section 8 or Continuum of Care program funds, like “Shelter Plus Care”). The costs of the rental subsidies provided as an in-kind donation from the CBO cannot be included in the calculation of reimbursement for assistance to that individual through the IAR process (see Attachment Five for additional information).

**Reinvestment in Housing Assistance**

Counties are reminded that reimbursed housing assistance funds received through the IAR process are to be reinvested into additional housing assistance for clients under HDAP as specified in [W&I Code section 18999.4(b)](https://www.cahmpt.org/). 

**Prohibitions**

State funds may not be used towards a county’s match requirement in order to draw down HDAP funding.

**Other State Funded Programs**

Services, payments and other CalWORKs Homeless Assistance, Housing Support Program, and Family Stabilization supports, may not count towards the county’s match obligations as those programs are funded with State funds and may not be used to fulfill a county’s match requirement for the HDAP program. Furthermore, Bringing Families Home (BFH) funds and those funds used as a match for the BFH Program are not eligible to be used as a match for the HDAP Program.
Housing and Disability Advocacy Program
Template to Demonstrate Base Funding Requirement

County Name: ____________________________________________________________

County Contact Name and Phone Number: __________________________________

The purpose of this template is to identify the funds expended by the county during the 2015-16 fiscal year. This information will be used to determine the base funding relevant to the Housing and Disability Advocacy Program (HDAP), pursuant to Welfare and Institutions Code section 18999.1(b)(2).

Instructions: Use the table below to document amounts expended by the county for HDAP eligible participants related to outreach, active case management, advocacy and housing assistance during the 2015-16 fiscal year. Counties shall provide the current population served, the current activity, expenditure amounts spent on the activity in FY 2015-16 including the program code from the County Expense Claim utilized, if applicable. Refer to Attachment Two for a description of the eligible population and definition of outreach, case management, advocacy and housing assistance. An example is provided in the first row, for your reference.

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GA/GR</td>
<td>Case Management – Assessment Screening</td>
<td>$5,150</td>
<td>Extraneous</td>
</tr>
</tbody>
</table>
Housing and Disability Income Advocacy Program
Information on Interim Assistance Reimbursement

Interim Assistance Reimbursement (IAR) is a federal and state program that allows the counties to recover General Assistance/General Relief (GA/GR) and other payments of cash or in-kind benefits made to indigent county residents to meet their immediate needs (food, clothing, shelter, transportation, etc.) while their SSI or CAPI applications are being reviewed. The HDAP requires that counties seek reimbursement through IAR per W&l Code 18999.4(b). Due to the many months required to review these applications, claimants approved for SSI or CAPI receive retroactive benefits back to the date of original application. Counties may retain a portion of those retroactive benefits to cover GA/GR paid out during the interim. The counties can recover their interim immediate needs payments such as GA/GR and other payments of cash or in-kind benefits only if:

- The recipient has authorized the county to do so by signing form SSP 14 and that form remains valid; and
- The recipient’s application for SSI or CAPI is approved; and
- Within ten days of approval of SSI or CAPI, the county sends the recipient a completed apportionment form (SSP 18) along with the portion of retroactive benefits remaining after the county is reimbursed; and
- The source of the immediate needs benefits paid out did not include any federal funds.

Situations in which the county cannot be reimbursed for assistance:

Expiration of Authorization

The SSP 14 authorization has a life of 12 months. If a GA/GR recipient signs an SSP 14 but does not apply for SSI until after 12 months have elapsed, benefits paid out by the county are not recoverable through the SSI program (unless the recipient signs a new authorization).

Example: As part of its ongoing audits, Social Security Administration (SSA) examines a case in which the county retained IAR after the recipient was granted SSI. No SSP 14 is found in the file. The recipient is deemed not to have authorized the county’s reimbursement; county must return the IAR that it retained to the recipient even if county has an electronic record showing that the SSP 14 was signed.

Example: County directs an indigent resident to apply for SSI and begins paying out General Relief to meet his immediate needs. Recipient signs the SSP 14 but does not apply for SSI until 14 months later. SSI is ultimately granted. County may not use the IAR program to recover the GR it paid out because the authorization expired after 12 months and recipient failed to sign a new one.

Denial of Federal/State Benefits

When a GA/GR recipient is denied SSI, has lost or abandoned all relevant appeals, and is ineligible for CAPI, the county cannot use the IAR program to recover any of the benefits that it paid out to the recipient for immediate needs.
Apportionment Issues

A county may not exceed the ten-day apportionment period.

Example: County is entitled to use the IAR program to recover the GA/GR it paid out to a recipient who is eventually approved for SSI. SSA sends the recipient's retroactive check to the county. County retains the amount of GA/GR previously paid to the recipient. Three weeks later, county sends the SSP 18 apportionment form to the recipient along with the recipient's portion of the retroactive SSI payment. County must pay back to the recipient the portion it retained as IAR because the county exceeded the ten-day apportionment period.

Federal Financial Participation (FFP)

If a county program through which the immediate needs of an indigent resident are met involves even one dollar of federal funds, none of the benefits paid out by the county to that individual may be recovered through the IAR program.

Example: County receives a federal grant to provide housing to its homeless population. The grant provides only a small portion of the funds required for this purpose; the county and state funds the remainder. An indigent resident who is homeless applies to the county for benefits. As he is disabled, the county directs him to apply for SSI. While awaiting an SSI determination, the county satisfies the applicant's immediate need for shelter by providing him with an apartment. Rather than paying General Assistance checks to the applicant, the county pays the GA funds allocated to this individual directly to the owner of the housing. The applicant is eventually approved for SSI. Amounts paid by the county for the applicant's housing are not recoverable through IAR. Even if the county can demonstrate that these housing payments came strictly from county or state funds and that not one dollar of those payments was contributed by federal grant money, the fact that the program involved some form of federal financial participation disqualifies the county from interim assistance reimbursement. Due to subrogation issues, Social Security Administration has a firm policy of denying IAR in such cases rather than examining the apportionment of federal and state/county funds.
Housing and Disability Income Advocacy Program  
County Allocation Table

The Housing and Disability Income Advocacy Program (HDAP) county allocation table is based on county level need data relevant to HDAP, including, in order of weighted importance, the county’s percent of the statewide total of individuals experiencing homelessness; the county’s percent of the statewide total of renters with severe rental cost burden (i.e., paying more than 50% of income towards rent); and the county’s percent of the statewide total of the General Assistance/General Relief caseload. The minimum allocation amount was set at $75,000; however, smaller counties may wish to consider submitting joint applications. Counties may request more or less than the allocation amount set in the table.

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January 8, 2018

Mike Ryan
Orange County Social Services Agency
500 N. State College Blvd.
Orange, CA 92868

Dear Director Ryan,

Congratulations! I am pleased to inform you that your county's application for Housing and Disability Advocacy Program (HDAP) funding, authorized per Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016), has been accepted. Your preliminary state funded HDAP allocation is $2,147,651 and is available for use through June 30, 2020. A certification letter which outlines the conditions of this HDAP allocation, as specified in All County Welfare Directors Letter dated July 27, 2017, Attachment Two, Section D, will be requested from County Welfare Departments once final HDAP allocations are released to all applicant counties.

CDSS plans to work closely with HDAP counties and will be hosting HDAP meetings and learning forums in an effort to provide participating counties an opportunity to share best practices and enhance their programs. Meetings may be conducted via telephone calls or county visits, while learning forums will generally be located at or near CDSS headquarters at 744 P Street, Sacramento, CA 95814. In-person attendance by the HDAP designated county contact is required at all HDAP learning forums. The first learning forum has been scheduled for January 17-18, 2018 in Sacramento. Please hold those dates on your calendar. Additional information regarding required meetings and learning forums will be sent electronically to your designated county HDAP contact.

Counties that receive HDAP funding are required to claim all HDAP costs on the County Expense Claim on a quarterly basis by performing time studies and utilizing the identified HDAP program code. HDAP claiming instructions are attached for your review. If you have any questions regarding the claiming instructions, please direct them to the Fiscal Policy and Analysis Bureau at FISCAL SYSTEMS@dss.ca.gov.

CDSS thanks you for your proposal and looks forward to partnering with you on the implementation of your HDAP. If you have any questions, please contact me at Alicia.Sutton@dss.ca.gov or at (916) 654-1450.

Sincerely,

ALI SUTTON
Chief, Housing, Homelessness and Civil Rights Branch

c: Wendy Aquin, Division Director, Assistance Programs
   Mike Edmundson, Deputy Division Director, Assistance Programs

Attachments: HDAP Initial Data Elements
              HDAP Fiscal Claiming Instructions
Subject: OC Community Resources  
Contract Reimbursement Policy  
Effective: July 1, 2010  
Revised: February 7, 2019

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:
Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.  
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:
Reimbursement Policy Status Form (RPS-1)

POLICY:
Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services’ and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract
requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County’s business needs and/or Contractor’s performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

**PROCEDURES:**

**Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
   a. General ledger/expense transaction report
   b. Payroll register or labor distribution report
   c. Payroll allocation plan
   d. Personnel Documentation
   e. Benefit plan and calculation of benefit
   f. Employer-employee contract for non-customary benefits (if applicable)
   g. Pre-approval documentation for equipment purchases equal to or greater than $5,000

2. The following is required with the first month’s invoice only:
   a. Cost allocation plan for rent, utilities, etc.
   b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
   “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)”
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees’ Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
   OC Community Resources Accounting
   1770 N. Broadway, 4th Floor
   Santa Ana, CA 92706

**Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:** Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com
Certification for a Drug-Free Workplace

Friendship Shelter, Inc.

Applicant Name

Housing and Disability Income Advocacy Program – contract #18-23-0061-HDAP

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

   (1) The dangers of drug abuse in the workplace;
   (2) The Applicant’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.


Name of Authorized Official

Dawn Price

Title

Executive Director

Signature

Date

3/29/2019
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants’ responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are 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 contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Dawn Price

Name

Executive Director

Title

3/29/2019

Authorized Signature

Date
DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the 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 contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. 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 the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
1. **Federal Award Identification**
   A. **Subrecipient Name:** Friendship Shelter, Inc.
   B. **Subrecipient’s Unique Identifier (DUNS):** 883815375
   C. **Federal Award Identification Number (FAIN):** N/A
   D. **Federal Award Date:** N/A
   E. **Subaward Period of Performance:** 5/1/19 – 6/30/20
   F. **Total Amount of Federal Funds Obligated by the Action:** $ N/A

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   G. **Total Amount of Federal Funds Obligated to the Subrecipient:** $ N/A
   H. **Total Amount of the Federal Award:** $ N/A
   I. **Federal Award Project Description:** N/A
   J. **Federal Awarding Agency:** N/A
   K. **Name of Pass Through Entity (PTE):** N/A
   L. **Contact Information for the Awarding Official:** Cymantha Atkinson, Interim Executive Director (714) 480-2729 Cymantha.Atkinson@occr.ocgov.com
   M. **CFDA Number and Name:** N/A
   N. **Whether Award is R&D:** N/A
   O. **Indirect Cost Rate for the Federal Award:** N/A
**SECTION II – DEPARTMENT INFORMATION**  
(Complete in its entirety)

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<th>Department: OC Community Resources</th>
<th>Date: March 28, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Mercy House Living Centers, Inc.</td>
<td>Sole Source BidSync Number: SS-18230060-HDAP</td>
</tr>
</tbody>
</table>

**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.*

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<tr>
<th>Contract Term (Dates): 5/1/19 – 6/30/20</th>
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<td></td>
<td>☐ Yes</td>
<td>☒ No</td>
<td>☐ Yes</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Contract Amount? $673,219</th>
<th>Is this renewable? If yes, how many years?</th>
<th>☒ No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of Request:</th>
<th>☒ New</th>
<th>☐ Renewal</th>
<th>☐ Multi-Year</th>
<th>☐ Amendment</th>
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**Does Contract include Non-Standard Language?**  If yes, explain in detail.  
No. This includes standard language.

**Was Contract Approved by Risk Mgmt.?**  No. This includes standard language.  
**Was Contract Approved by County Counsel?**  Yes.

**Were any exceptions taken?**  If yes, explain in detail.  None.

☒ 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.
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 service contract for the provision of the state’s new Housing and Disability Income Advocacy Program (HDAP).

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.

   Per Assembly Bill (AB) 1603, HDAP was established to assist individuals with disabilities who are experiencing homelessness or at risk of becoming homeless to apply for disability benefit programs while also providing housing assistance. HDAP requires counties to offer outreach, case management, disability benefit advocacy and housing assistance to all program participants. The County’s Social Services Agency (SSA) applied for the funds and was subsequently awarded funds through June 30, 2020. SSA entered into an MOU with OCCR to provide direct client services.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities.** 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.

   Per the awarded grant application, SSA indicated that the County would utilize existing resources in each regional Service Planning Area (SPA). The County is divided into three SPAs (North, Central, and South) for the purposes of providing homeless services throughout the County. Furthermore, the awarded grant application indicated that the lead agency in each of the SPAs would be contracted with to deliver services in their respective SPA.

   In consideration of the state’s approval of the grant application wherein existing resources would be utilized to provide services, OCCR is issuing a contract with Mercy House Living Centers, Inc., an existing contracted provider of homeless services and lead agency administrator for outreach and shelter services, to provide HDAP services in the North SPA.
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.
   
   The proposed contract costs are commensurate with the level of services and staffing needed to achieve the goals set forth in the contract.

5. If the recommended vendor was not available, how would the County accomplish this particular task?
   Attach additional sheet if necessary.
   
   Due to the time constraints of the grant award, if the recommended vendor was not available, the County would risk losing the grant funds and the ability to provide these services to those experiencing homelessness or at risk of becoming homeless throughout the County.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.
   No name changes, litigation, judgment in the last 7 years.

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.
**Sole Source Request Form**

Sole Source Bidsync # SS-18230060-HDAP

<table>
<thead>
<tr>
<th>SECTION IV – AUTHOR/REQUESTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: Emily Burgos</td>
</tr>
<tr>
<td>Print Name: Emily Burgos</td>
</tr>
<tr>
<td>Date: 3/29/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION V – CEO Human Resource Services APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: N/A</td>
</tr>
<tr>
<td>Print Name: N/A</td>
</tr>
<tr>
<td>Date: N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: Heather Condon</td>
</tr>
<tr>
<td>Print Name: Heather Condon</td>
</tr>
<tr>
<td>Date: 3/29/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION VII – DEPARTMENT HEAD APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: Cymantha Atkinson</td>
</tr>
<tr>
<td>Print Name: Cymantha Atkinson</td>
</tr>
<tr>
<td>Date: 3/29/2019</td>
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</tbody>
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<tr>
<th>SECTION VIII – COUNTY PROCUREMENT OFFICE</th>
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<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>
Release Bid Workflow

Name: Heather Condon  
Phone: 7145663059  
Email: heather.condon@occr.ocgov.com  
Status: Submitter  Apr 1, 2019 8:49:06 AM PDT

Bid Information  
Bid Number: SS-18230060-HDAP  
Bid Title: Mercy House HDAP Contract

Status  
Status: Approved

View Workflow History
### SECTION II – DEPARTMENT INFORMATION  (Complete in its entirety)

<table>
<thead>
<tr>
<th>Department: OC Community Resources</th>
<th>Date: March 28, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Kingdom Causes, Inc. dba City Net</td>
<td>Sole Source BidSync Number: SS-18230062-HDAP</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Contract Term (Dates): 5/1/19 – 6/30/20</th>
<th>Is Agreement Grant Funded?</th>
<th>Percent Funded: 100%</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Funding Source: State</td>
<td>☒ Yes</td>
<td>☐ No</td>
<td>☐ Yes</td>
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<table>
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<tr>
<th>Contract Amount? $983,556</th>
<th>Is this renewable? If yes, how many years?</th>
<th>No</th>
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</table>

<table>
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<tr>
<th>Type of Request: ☒ New</th>
<th>☐ Renewal</th>
<th>☐ Multi-Year</th>
<th>☐ Amendment</th>
<th>☐ Increase</th>
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</table>

<table>
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<tr>
<th>Renewal Year: Renewal is not anticipated.</th>
<th>Did vendor provide a sole source affidavit?</th>
<th>☐ Yes</th>
<th>☒ No</th>
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<tr>
<th>Board Date: 4/9/2019</th>
<th>ASR Number: 18-001321</th>
<th>If not scheduled to go to the Board explain why?</th>
<th>This is going to the Board.</th>
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<tr>
<th>Does Contract include Non-Standard Language?</th>
<th>If yes, explain in detail. No. The contract includes standard language.</th>
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</table>

<table>
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<tr>
<th>Was Contract Approved by Risk Mgmt.?</th>
<th>No. Insurance language is standard.</th>
<th>Was Contract Approved by County Counsel?</th>
<th>Yes</th>
</tr>
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</table>

<table>
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<tr>
<th>Were any exceptions taken?</th>
<th>If yes, explain in detail. None.</th>
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☑️ 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.
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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.
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   Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

   The proposed contract costs are commensurate with the level of services and staffing needed to achieve the goals set forth in the contract.

5. **If the recommended vendor was not available, how would the County accomplish this particular task?**

   Attach additional sheet if necessary.

   Due to the time constraints of the grant award, if the recommended vendor was not available, the County would risk losing the grant funds and the ability to provide these services to those experiencing homelessness or at risk of becoming homeless throughout the County.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

   No name changes, litigation, judgment in the last 7 years.

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.
SECTION IV – AUTHOR/REQUESTOR

Signature: 
Print Name: Emily Burgos 
Date: 3/29/2019

SECTION V – CEO Human Resource Services APPROVAL  (Review and approval is required when vendor is a Retired, Former Employee.)

Signature: N/A 
Print Name: N/A 
Date: N/A

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: 
Print Name: Heather Condon 
Date: 3/29/2019

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: 
Print Name: Cymantha Atkinson 
Date: 3/29/2019

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.
### Release Bid Workflow

Name: Heather Condon  
Phone: 7145663059  
Email: heather.condon@ocr.ocgov.com  
Status: Submitter  Apr 1, 2019 8:43:31 AM PDT

---

**Bid Information**

- **Bid Number:** SS-18230062-HDAP  
- **Bid Title:** City Net HDAP Contract

Status

- **Status:** Approved

[View Workflow History](#)

---

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com
**SECTION II – DEPARTMENT INFORMATION**  
(Complete in its entirety)

<table>
<thead>
<tr>
<th>Department: OC Community Resources</th>
<th>Date: March 28, 2019</th>
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</thead>
<tbody>
<tr>
<td>Vendor Name: Friendship Shelter, Inc.</td>
<td>Sole Source BidSync Number: SS-18230061-HDAP</td>
</tr>
</tbody>
</table>

**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.

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<td>☑ Yes ☐ No</td>
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<tr>
<th>Contract Amount: $216,843</th>
<th>Is this renewable? If yes, how many years?</th>
<th>☒ No</th>
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</table>

**Type of Request:**  
☒ New ☐ Renewal ☐ Multi-Year ☐ Amendment ☐ Increase

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<tr>
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<td>If yes, please attach</td>
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7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last
   three years? ☐ Yes ☒ No
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   contract dates, scope of work, and total amounts paid under each contract.
Sole Source Request Form

Sole Source Bidsync # SS-18230061-HDAP

SECTION IV – AUTHOR/REQUESTOR

Signature: Emily Burgos
Print Name: Emily Burgos
Date: 3/29/2019

SECTION V – CEO Human Resource Services APPROVAL

Signature: N/A
Print Name: N/A
Date: N/A

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: Heather Condon
Print Name: Heather Condon
Date: 3/29/2019

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: Cymantha Atkinson
Print Name: Cymantha Atkinson
Date: 3/29/2019

SECTION VIII – COUNTY PROCUREMENT OFFICE

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Release Bid Workflow

Name: Heather Condon  
Phone: 7145663059  
Email: heather.condon@ocr.ocgov.com  
Status: Submitter  Apr 1, 2019 8:52:45 AM PDT

Bid Information

Bid Number: SS-18230061-HDAP  
Bid Title: Friendship Shelter HDAP Contract

Status: Approved

View Workflow History

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com
April 3, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 9, 2019, Board Hearing.

Agency: OC Community Resources
Subject: Approve Commission to End Homelessness Membership Appointments
Districts: All Districts

Reason for supplemental: The Supplemental Agenda Staff Report must be heard by the Board of Supervisors at this meeting in order to fill the current seat vacancies in the Commission to End Homelessness prior to the Commission’s next scheduled meeting. Appointment of these individuals to the Commission will provide the leadership needed to address the new demographics of homelessness and focus on system integration of criminal justice, health care, homeless services and affordable housing. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: 
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/9/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Community Resources
DEPARTMENT HEAD REVIEW:
DEPARTMENT CONTACT PERSON(S):
Susan Price (714) 834-6030
Dylan Wright (714) 480-2788

SUBJECT: Approve Commission to End Homelessness Membership Appointments

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Action</td>
<td>Discussion</td>
</tr>
<tr>
<td>CEO Signature</td>
<td>County Counsel Signature</td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

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

Staffing Impact: N/A
# of Positions: N/A
Current Fiscal Year Revenue: N/A
Sole Source: N/A
Funding Source: N/A
County Audit in last 3 years: N/A

Prior Board Action: 8/28/2018 #4, 1/23/2018 #29

RECOMMENDED ACTION(S)

1. Approve the following recommended appointments to the Commission to End Homelessness: Paul Wyatt, Theresa Murphy, Scott Stiles and Teresa Smith for the term ending August 28, 2020.

2. Approve the following recommended appointments to the Commission to End Homelessness: Matt Bates and Jeanne Awrey for the term ending August 28, 2021.

3. In the best interest of the County, the Board of Supervisors waive the voter registration and residency requirement of the Commission to End Homelessness Bylaws for Matt Bates.

SUMMARY:

The Commission to End Homelessness was established to bring together regional leadership to address the new demographics of homelessness and focus on system integration of healthcare, behavioral health, community corrections, housing and public social services, and in support of that function, OC Community
Resources and the Office of Care Coordination request approval of the appointments of 6 applicants to the Commission.

BACKGROUND INFORMATION:

On January 23, 2018, the Board of Supervisors (Board) approved the dissolution of the Commission to End Homelessness and established a newly structured Commission to End Homelessness (Commission). The Commission, composed of up to 17 voting members, is an appointed body of the Board. The mission of the Commission is to “Effectively end homelessness in Orange County.”

The Commission serves as a collaboration of County government, city government, philanthropic, business-sector, community and faith-based organizations, and other key stakeholders to focus on regional policy and implementation strategies, affordable housing development, data and gaps analysis, best practice research, social policy and systemic change to promote an effective response to homelessness within Orange County.

In accordance with the County’s initiatives to end homelessness, the functions of the Commission include:

1. Provide leadership and influence to ensure the implementation of the goals and strategies that address and end homelessness in Orange County.

2. Strengthen regional capacity and multi-city, multi-sector investments to prevent, mitigate and end homelessness.

3. Provide leadership and influence to ensure the implementation of the goals and strategies that address and end homelessness in Orange County.

4. Promote integration of services throughout the community that promotes both coordination and integration of resources that improves the countywide response to homelessness.

5. Promote and support strategies with each of the collaborative agencies/entities to facilitate financial and political support.

On August 28, 2018, the Board appointed 15 members to the Commission to End Homelessness. The At-large seats and Continuum of Care Board representatives were not appointed at the August 28, 2018, Board meeting.

Since the approval of the 15 members, there have been two resignations: the representative for the South Service Planning Area and the representative for the Central Service Planning Area. Currently, there are six vacancies on the Commission to End Homelessness.

The Commission to End Homelessness Membership Ad Hoc Committee, formed at the November 29, 2018, Commission meeting, reviewed the candidate applications and nominated the recommended candidates.

The following are nominations for the six remaining vacancies recommended for Board approval:

<table>
<thead>
<tr>
<th>Name</th>
<th>Orange County Resident? (Y/N)</th>
<th>Registered Voter? (Y/N)</th>
<th>Category</th>
<th>Term</th>
</tr>
</thead>
</table>

Page 2
Scott Stiles | Y | Y | Current City Manager or an elected official in the Central Service Planning Area | 4/9/2019 to 8/28/2020
Paul Wyatt | Y | Y | Current City Manager or an elected official in the South Service Planning Area | 4/9/2019 to 8/28/2020
Teresa “Tita” Smith | Y | Y | At-large | 4/9/2019 to 8/28/2020
Theresa Murphy | Y | Y | At-large | 4/9/2019 to 8/28/2020
Matt Bates | N* Los Angeles County Resident | Y | Continuum of Care (non-voting) | 4/9/2019 to 8/28/2021
Jeanne Awrey | Y | Y | Continuum of Care (non-voting) | 4/9/2019 to 8/28/2021

*Matt Bates lives in Los Angeles County, but is the Vice President of City Net, which directs coordination of homeless programs and services through multi-sector partnerships to connect those experiencing homelessness to housing and supportive services throughout Orange County. City Net contracted with the County to provide support during the 2019 Point in Time Count and was instrumental in the processing and collection of data. Matt Bates is currently an at-large member for the Continuum of Care (CoC) Board and served as the Chair for the CoC Street Outreach network. City Net contracts with cities throughout Orange County to provide services and has established partnerships with the local police department or Orange County Sheriff’s department when engaging and outreaching to those experiencing homelessness. With the expanding emergency shelter system, Matt Bates will bridge the gap between the street outreach networks and the many new resources coming to the county.

Jeanne Awrey serves as the Education/McKinney Vento representative on the Orange County CoC Board and is the coordinator for Student Programs and Services with the Orange County Department of Education. Jeanne Awrey serves as the Homeless Liaison to ensure homeless students have access to education and other services they need to meet the same high academic achievement standards as all students. The broader System of Care involves the Department of Education because of its connection to removing enrollment barriers, increasing school attendance and ultimately improving the academic success of homeless children and youth.

The proposed appointments to the Commission to End Homelessness are for the terms ending August 28, 2020, and August 28, 2021, as referenced in the Recommended Actions. Approval of the six nominations for the Commission to End Homelessness will further the development and integration of the various components of the System of Care to more effectively respond to homelessness.

**FINANCIAL IMPACT:**
N/A

**STAFFING IMPACT:**
N/A
ATTACHMENT(S):
Attachment A – Scott Stiles Nomination Form
Attachment B – Scott Stiles Application
Attachment C – Paul Wyatt Nomination Form
Attachment D – Paul Wyatt Application
Attachment E – Teresa Smith Nomination Form
Attachment F – Teresa Smith Application
Attachment G – Theresa Murphy Nomination Form
Attachment H – Theresa Murphy Application
Attachment I – Matt Bates Nomination Form
Attachment J – Matt Bates Application
Attachment K – Jeanne Awrey Nomination Form
Attachment L – Jeanne Awrey Application
Nomination For Boards, Commissions & Committees

Agenda Date: 4/9/2019

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Dylan Wright, Director, OC Community Resources

It is my intent to appoint:

Name: Scott Stiles

Address: _____
City & Zip: _____
Day Phone: ( ) Fax Number: ( )
E-mail address: _____

To the: Commission to End Homelessness
(Name of Board, Committee or Commission)

Position Slot: _____

Name of incumbent being replaced: _____

Term Years: [] ____ or [] N/A
(Choose one) From 4/9/2019 to 8/28/2020
[] Term Concurrent with Supervisor’s Term of office
[] Term Concurrent with position

Vacancy created by: [X] Resignation [] Expiration of Term [] N/A
(Choose one)

Nomination to: [X] Appoint [] Reappointment [] Newly Formed Committee

Qualifications: [] Attached (must be attached for appointments and reappointments)

Remarks: _____

For Clerk of the Board Use Only

Clerk’s Initials: _____ File I.D. _______ Needs a COI [] Send Departure Letter []

Contact Name ____________ Supporting Agency ____________ [] Mail or [] Pony

Appoint/Complete: [] Term Years ___ [] Term Dates: _________ to _________
[] CWS [] Other ________________

Check one: [] Scheduled Vacancy [] Unscheduled Vacancy

Certification of posting attached.
Scott C. Stiles, ICMA-CM
City Manager, Garden Grove, CA

Scott C. Stiles, was appointed City Manager of Garden Grove, CA, on August 3, 2015, following a long career in city management with the City of Cincinnati, OH. He has more than 30 years of experience in public administration, community relations and management. In Garden Grove, Mr. Stiles leads a dynamic Executive Leadership Team in the operation of nine (9) departments employing 642 staff, with a General Fund operating budget of $119M and an all-funds budget of $226M.

Throughout his career, three core beliefs have influenced his passion for serving the public:

1. The community is why local government exists;
2. Innovation is imperative for excellence to be achieved;
3. Organizations have to be “in this together,” collaborating internally and competing externally.

Prior to his recent appointment in Garden Grove, Mr. Stiles served the City of Cincinnati in various roles since 1988, which included an appointment as the Interim City Manager from December 2013 thru September 2014. During that time he delivered a structurally balanced budget to City Council for fiscal year 2015, gained stable financial outlooks from rating agencies, and coordinated the attraction/retention of more than 4,900 City jobs, including the decision of General Electric to site one of their Global Operations Centers to The Banks riverfront. For more than two years, he led the City of Cincinnati’s planning and coordination efforts in support of Major League Baseball’s week-long celebration of activities culminating with the 2015 All-Star Game.

In 2005, Mr. Stiles was appointed Assistant City Manager, in support of the City Manager’s work directing the day-to-day operations of the City. He also coordinated the Administration’s efforts with the Mayor and City Council on their legislative agenda. He served on the Selection Committee for a number of department head positions, including Cincinnati’s 13th and 14th police chiefs and 16th fire chief. Mr. Stiles also acted as the City Administration’s point of contact with many stakeholders in the development community involved in community and economic development.

He has overseen the completion of Cincinnati’s $145M renovation and expansion of the Duke Energy Convention Center, as well as historic Findlay Market, while transitioning both to private and nonprofit management. He led the City's effort to establish the award-winning Business Development and Permit Center, which offered streamlined building permit and development services; and he led the City Administration's effort to establish the first certified Tax Increment Financing Districts in Ohio. More recently, he coordinated the 2014 site selection effort for the District IV police headquarters project.

Earlier assignments included management of the City's Real Estate Office, and staff positions in the Law Department, the Human Resources Department, and the Cincinnati Human Relations Commission.

Mr. Stiles earned a Master's Degree in Community Planning from the University of Cincinnati, and a Bachelor of Science Degree in Journalism and Geography from South Dakota State University.

He is a credentialed member of the International City/County Management Association, Cal-ICMA, and the California City Managers Foundation. He currently serves as an Advisory Member to the boards of the Garden Grove Chamber of Commerce and the Boys & Girls Club of Garden Grove. He is a past member of the national ICMA Government Affairs and Policy Committee (2003-2009), the local District Council Advisory Board of the Urban Land Institute, the University of Cincinnati Alumni Association Board of Governors, and the Cincinnati-Kharkiv (Ukraine) Sister City Program. He is a former adjunct faculty member at Northern Kentucky University.

Scott and his wife, Kelly, reside in Garden Grove with their two daughters.
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:

Commission to End Homelessness

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:
Scott C. Stiles
First Name Middle Name Last Name
Street Address City State Zip Code
Home Phone Number Cell Phone Number
Email Address

CURRENT EMPLOYER: City of Garden Grove

OCCUPATION/JOB TITLE: City Manager

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO
NAME OF COUNTRY OF CITIZENSHIP: United States of America

ARE YOU A REGISTERED VOTER? ☑ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application. (See attached biography.)

Revised 3-29-17

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<table>
<thead>
<tr>
<th>ORGANIZATION/SOCIETY</th>
<th>FROM (MO./YR.)</th>
<th>TO (MO./YR.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garden Grove Chamber of Commerce (advisory board member)</td>
<td>September 2015</td>
<td>present</td>
</tr>
<tr>
<td>California City Manager's Foundation (member)</td>
<td>Fall 2015</td>
<td>present</td>
</tr>
<tr>
<td>Boys &amp; Girls Club of Garden Grove (advisory board member)</td>
<td>September 2015</td>
<td>present</td>
</tr>
</tbody>
</table>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☑ YES ☐ NO

Garden Grove Chamber of Commerce
California City Manager's Foundation
Boys & Girls Club of Garden Grove

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐ YES ☑ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAILY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 - AS THEY RELATE TO MARIJUANA)? ☐ YES ☑ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.
PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I was asked to consider serving on the Commission to offer City Manager perspective from the Central Service Planning area. I hope to be a collaborative partner on the Commission as it works to promote a smart, regional, and holistic approach to addressing the systemic challenges with homelessness in Orange County.

DATE: 03/26/19 __________________________  APPLICANTS SIGNATURE: __________________________

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Revised 3-29-17
Nomination For Boards, Commissions & Committees

Agenda Date: 4/9/2019

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Dylan Wright, Director, OC Community Resources

It is my intent to appoint:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Paul Wyatt</th>
</tr>
</thead>
</table>

| Address: |     |
| City & Zip: |     |

| Day Phone: | ( ) | Fax Number: | ( ) |
| E-mail address: |     |

To the: Commission to End Homelessness
(Name of Board, Committee or Commission)

Position Slot: __________

Name of incumbent being replaced: __________

Term Years: [ ] __________ or [ ] N/A
(Choose one)

From: __________
To: __________

Term Concurrent with Supervisor’s Term of office
Term Concurrent with position

Vacancy created by: [ ] Resignation [ ] Expiration of Term [ ] N/A
(Choose one)

Nomination to: [ ] Appoint [ ] Reappointment [ ] Newly Formed Committee

Qualifications: [ ] Attached (must be attached for appointments and reappointments)

Remarks: __________

For Clerk of the Board Use Only

Clerk’s Initials: _______ File I.D. ________ Needs a COI [ ] Send Departure Letter [ ]

Contact Name ____________ Supporting Agency ____________ [ ] Mail or [ ] Pony

Appoint/Complete: [ ] Term Years __ [ ] Term Dates: ________ to _________
[ ] CWS [ ] Other ____________

Check one: [ ] Scheduled Vacancy [ ] Unscheduled Vacancy

Certification of posting attached.
PAUL N. WYATT

PAUL N. WYATT

SENIOR EXECUTIVE OF ENGINEERING, PRODUCT DEVELOPMENT, OPERATIONS AND INFORMATION TECHNOLOGY

Expert at turning disruptive concepts into successful businesses. The guy you bring in when you realize that a technical solution is not enough and there are messy problems to solve.

Expert in software/hardware engineering, multi-location product development, strategic planning, systems architecture, business operation, customer support and information technology.

⇒ Visionary and Pragmatic Leader with game-changing strategic planning skills:

Led product strategy and product management in numerous companies. Identified and delivered sustainable competitive advantage from products or operations. Instrumental in strategic planning and in installing operating tactics necessary to implement the strategic plan.

⇒ Exceptional People Manager and Team Player who can attract, mentor and retain top talent even in a competitive hiring environment:

Experienced at building and managing development and operations teams across multiple international locations with tools and processes that allow them to operate effectively.

⇒ Savvy Businessman with proven ability to lead business operations, product development and information technology:

Implemented high-availability operations in more than a dozen businesses. Ensured the business could develop, deliver and maintain competitive products and services, bill and support customers, implement necessary business systems and provide information technology to employees.

⇒ Hands-on Technologist adept at establishing systems architecture and managing product design and development:

Instituted processes that shorten development times and cut lifecycle costs by building the right products the right way the first time.

PROFESSIONAL HISTORY

Liquid Robotics, Inc., Sunnyvale, CA 2012-2015
VP, Software Engineering

Led the twenty-plus person software development team for this start-up developer and operator of ocean-going, wave propelled robots. Responsible for design and development of:

• The on-board robotics software that allowed the robots to operate autonomously and learn
• The shore-side piloting software that established mission objectives and team makeup
• The payload software tailored to the mission, satellites, other robots, and other mission assets.

NeoZyte, Inc., Palo Alto, CA 2010 to 2012
VP, Engineering

Developed plant analytics and decision support software for this startup solar power plant asset management company.

▪ Filed 20 patents of solar power plant analytics and decision support.
PAUL N. WYATT

- Designed and developed the plant analytics software. Designed probably cause catalogs for fault isolation.
- Designed decision support software tied to operating asset financial and production goals; includes covenant and agreement criteria affected by the decisions.

Recurrent Energy, San Francisco, CA
VP, OPERATIONS & MAINTENANCE / VP, INFORMATION TECHNOLOGY
2006 to 2010

Engaged prior to seed funding to assist with funding, to setup infrastructure, business systems, and information technology and build plant operations capabilities, technology and processes.

- Headed photovoltaic (PV) plant operations and maintenance for commercial-scale and utility-scale plants. Led business operations and information technology including software engineering.
- Directed PV performance workgroup and managed implementation of real-time performance validation software.
- Architected and directed development of PV plant SCADA system, data acquisition software and operations and maintenance monitoring application.
- Established requirements for and led implementation of customer billing, incentive billing, and grid-operator energy scheduling and settlement applications.
- Set up information technology infrastructure that provided failover for all critical business and plant operations applications; established business continuity plans and processes.
- Established information technology architecture and led implementation of all business applications including implementation of Oracle EBS and CRM applications.
- Involved in formulation of company, assisted in seed funding and Series A financing; set up all business operations and office facilities.

Secure Data In Motion, dba Sigaba, San Mateo, CA
CTO & SVP, ENGINEERING
2005 to 2006

Engaged to ensure that product capabilities, releases and quality passed US military sea trials, and to explore opportunity to expand commercial market for product.

- Responsible for product strategy, product development, customer service and information technology.
- Managed three major secure messaging product releases that met customer-mandated deadlines and successfully passed customer trials.
- Led product strategy, identified core competencies, developed intellectual property to extend technical edge.
- Filed patent application for innovative security messaging technique that extended reach of products.
- Responsible for customer service team that improved customer satisfaction by implementing both proactive and reactive support programs.
- Worked with large financial and health care customers to ensure that products satisfied regulatory compliance requirements.

Speedinfo, Cupertino, CA
VP, ENGINEERING
2004 to 2005

Engaged to move sensor firmware from prototype to product, to architect and lead implementation of data acquisition services, to setup information technology, and to assist with fund raising.

- Led hardware, firmware and software engineering of self-contained sensor through limited production.
- Solidified the architecture and managed the implementation of the data acquisition services.
- Architected and led development of speed data distribution services to portable devices and traffic broadcasters.
- Led business development efforts to acquire highway speed data from transportation agencies.
- Analyzed business, narrowed the focus, and created operating and financial plans; assisted with fund raising.
- Setup multiple data centers and infrastructure to ensure high-availability operations and to support short product release cycles.

Business Effect, San Carlos, CA
CEO & PARTNER
2002 to 2005
Established consultancy to provide business operations, product development, information technology planning selection and implementation, and SOX compliance services to small and mid-sized businesses.

Worldres, Inc., San Mateo, CA
VICE PRESIDENT OF SYSTEM DEVELOPMENT & CTO
1998 to 2002

Engaged to architect and build-out the high-availability data centers, to head product development and to head information technology.

- Architected multi-site, load-balanced high-availability data centers for zero downtime operations of web services.
- Created release process that allowed rapid releases to be made without interrupting system operation. Planned and achieved 4 major product releases per year and bi-weekly minor releases.
- Installed scalable systems and processes that supported 4000% reservation growth from over 500 web sites.
- Headed product management; measured the traffic to and conversion rate of each of the consumer web sites for product effectiveness feedback.
- Designed and led implementation of products that captured dominant position in the ski resort booking market.
- Conducted usability studies and analyzed web site conversation to improve look-to-buy ratio 400%
- Modified consumer web pages to interact in 8 languages allowing products to be deployed worldwide.
- Increased hotel supply by 3100% by partnering with and directly linking reservation service to hotel systems.

Travelnet, Inc., Santa Clara, CA
VICE PRESIDENT OF ENGINEERING
1995 to 1997

Engaged just prior to Series A financing to build product development team, order fulfillment processes and team, and information technology department.

- Built product development team, defined first product release and delivered to beta sites in 6 weeks.
- Defined and led development of two major product releases within one year of joining company.
- Took over product marketing and transitioned company from being travel agent centric to traveler centric.
- Developed product architecture, strategy and application interface that expanded market for products.
- Established processes for, implemented and managed order fulfillment and product support.

PRIOR EXPERIENCE

- ASK Group, Vice President, Research and Development: Led design, implementation and launch of a new product that captured significant market share in USA and Europe; set up development centers in Europe and Asia to localize the product.

- Cygnus Solutions, Vice President, Research and Development: Responsible for product development, contract engineering, product support, customer support and information technology. Set up a new team to develop embedded microkernel.

- Covalent Systems, Inc., Vice President, Engineering & CTO: Identified and corrected conflict between value proposition and pricing model, increasing margins by 100%. Provided engineering and operations leadership required to grow company from $20MM to $50MM.

- National Semiconductor Datachecker Division, Director of International Product Marketing / Director, Software Development: Introduced product to international marketplace. Led team of 100 hardware, firmware, software, and test engineers in USA, European and Israel engineering centers. Managed sales support and customer service.

EDUCATION

- B.S. Electrical Engineering, University of Cincinnati
- Financial Accounting and Managerial Accounting, S.F. State University
- Investment-Grade Solar System Feasibility Studies, UC Berkeley Extension
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Commission to End Homelessness

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE:

APPLICANT NAME AND RESIDENCE ADDRESS:
Paul Noah Wyatt
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

CURRENT EMPLOYER: Retired

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO
NAME OF COUNTRY OF CITIZENSHIP: USA

ARE YOU A REGISTERED VOTER?: YES NO
IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

Revised 3-29-17
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY                      FROM (MO./YR.)  TO (MO./YR.)
City of Dana Point Council Member         12/2016          present
Ocean Institute Volunteer; Boardmember    6/2015           present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☐ YES ☐ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐ YES ☐ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICiALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? ☐ YES ☐ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

Homelessness is a problem that must be solved. Upon being elected to the Dana Point City Council, I started the Dana Point Homeless Task Force to find a solution. But this problem is bigger than Dana Point, it must be addressed at the regional level and this Commission will create the leadership team necessary to do that. I can make a difference!

DATE: 02/26/2019
APPLICANTS SIGNATURE: __________________________

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: __________________________
Replied by: __________________________
Deputy Clerk of the Board of Supervisors

Date referred: __________________________

To:  □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5
□ All BOS □ BCC Contact Person Name __________________________
Nomination For Boards, Commissions & Committees

Agenda Date: 4/9/2019

Item # ______

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Dylan Wright, Director, OC Community Resources

It is my intent to appoint:

Name: Teresa Smith

Address: _____

City & Zip: _____

Day Phone: (   ) Fax Number: (   )
E-mail address: _____

To the: Commission to End Homelessness
(Name of Board, Committee or Commission)

Position Slot: At – large member

Name of incumbent being replaced: _____

Term Years: [ ] ____ or [ ] N/A
(Choose one) From 4/9/2019 to 8/28/2020
[ ] Term Concurrent with Supervisor’s Term of office
[ ] Term Concurrent with position
Vacancy created by: [ ] Resignation [ ] Expiration of Term [ ] N/A
(Choose one)

Nomination to: [x] Appoint [ ] Reappointment [ ] Newly Formed Committee

Qualifications: [ ] Attached (must be attached for appointments and reappointments)

Remarks: _____

For Clerk of the Board Use Only

Clerk’s Initials: _____ File I.D._______ Needs a COI [   ] Send Departure Letter [   ]

Contact Name _______________ Supporting Agency_____________ [   ] Mail or [   ] Pony

Appoint/Complete: [   ] Term Years ____ [   ] Term Dates: _________ to _________
[   ] CWS [   ] Other ______________

Check one: [   ] Scheduled Vacancy [   ] Unscheduled Vacancy

Certification of posting attached.
Bio for Teresa Smith

Teresa “Tita” Smith, was born in Orange, California, where her family has resided for 7 generations, and where she has consistently served her City and Community in various roles. A graduate of Holy Family Cathedral School and Mater Dei High School, Tita is a member of the 1965 Charter Class of the University of California, Irvine, earning a BA in Social Science in 1970. She has a Master’s Degree in Social Work from USC (1992), and has been employed as a social worker ever since, specializing in Mental Health Treatment and Services as a Licensed Clinical Social Worker (2005-2019). Tita has always worked in Orange County, serving as Mental Health Clinic Director /Therapist for the Mental Health Association (MHA) from 1996-2000, and a Mental Health Clinic Director/Therapist for Pacific Clinics Behavioral Health from 2000 to 2006. Joining Catholic Charities OC in 2006, she was named as Executive Director in 2009. Tita directs this 43 year old social service agency in Santa Ana which operates a large food bank, provides emergency housing assistance, offers Immigration and Citizenship services, Counseling and other social services to individuals, families and Seniors.

In 1986 in Orange, Tita was co-Founder of the Old Towne Preservation Association (OTPA), dedicated to preserving the Orange Plaza and the many historic buildings and homes in Old Towne. She was appointed to the Orange Planning Commission from 1992-2004. In 2004 Tita was elected to the Orange City Council, the third woman elected to office in Orange in 116 years. Tita was directly elected as the Mayor of Orange three times, from 2012-2018. In her role as Mayor, Tita was elected by the ACC-OC (Association of California Cities-Orange County) members to serve on the Orange County Commission to End Homelessness from 6/10/13 to 1/23/18. Tita helped founder, Mrs. Mary McAnena, in the establishment of the 34 year old Mary’s Kitchen Day Program in Orange. More recently, she gathered support for the successful establishment of the Bridges at Kraemer Center. Tita also worked from the project’s beginning with the City of Orange and HomeAid to establish the Orange County Home Aid Family Care Center in Orange in 2016, as one of Orange County’s first successful “SB2 Projects”. In 2014, as Mayor, Teresa “Tita” Smith was named Woman of the Year of the 68th Assembly District by then Assemblyman Don Wagner. Tita is married with four children and 7 grandchildren.

Teresa "Tita" Smith, MSW, LCSW
Executive Director
Catholic Charities of Orange County
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Commission to End Homelessness

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Terese "Tina" Eugenie Smith
First Name Middle Name Last Name

Street Address City State Zip Code

Home Phone Number Cell Phone Number

CURRENT EMPLOYER: Catholic Charities of Orange County, Inc

OCCUPATION/JOBTITLE: EXECUTIVE DIRECTOR, MOW, LEDA

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

NAME OF COUNTRY OF CITIZENSHIP: NA

ARE YOU A REGISTERED VOTER? □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: ORANGE COUNTY, CALIFORNIA

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application. I have lived Orange, CA all my life! My family has been here seven generations in Orange County. Page 1 of 2

Revised 3-29-17
Nomination For Boards, Commissions & Committees

Agenda Date: 4/9/2019

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Dylan Wright, Director, OC Community Resources

It is my intent to appoint:

Name: Theresa Murphy

Address: 

City & Zip: 

Day Phone: ( ) Fax Number: ( )

E-mail address: 

To the: Commission to End Homelessness

(Name of Board, Committee or Commission)

Position Slot: At – large member

Name of incumbent being replaced: 

Term Years: □ ____ or □ N/A

(Choose one) From 4/9/2019 to 8/28/2020

□ Term Concurrent with Supervisor’s Term of office

□ Term Concurrent with position

Vacancy created by: □ Resignation □ Expiration of Term □ N/A

(Choose one)

Nomination to: □ Appoint □ Reappointment □ Newly Formed Committee

Qualifications: □ Attached (must be attached for appointments and reappointments)

Remarks: 

For Clerk of the Board Use Only

Clerk’s Initials: ______ File I.D. ________ Needs a COI □ Send Departure Letter □

Contact Name ______________ Supporting Agency ____________ □ Mail or □ Pony

Appoint/Complete: □ Term Years ____ □ Term Dates: ______ to ______

□ CWS □ Other ______________

Check one: □ Scheduled Vacancy □ Unscheduled Vacancy

Certification of posting attached.
Resume/Bio    Theresa E. Murphy

Theresa E. Murphy holds a Bachelors Degree in Counseling Psychology from California State University of Long Beach. She has been working with individuals, couples and youth since 1988. Theresa has been associated with Precious Life Shelter since 1989. First as Volunteer Coordinator training individuals seeking to work with the organization. She became a member of the Board of Directors in 1990, and begun working on fund raising aspects for the shelter; initiating the annual “Affair of the Heart” dinner dance and auction for over 300 donors, volunteers and supporters. She also worked a regular shift in the office, as well as, one on one with the residents in a mentoring and counseling position.

In 1994, she was asked to assume the responsibility of Executive Director when the founder retired. She continues in that position but resigned as a member of Board of Directors, and in 1996 was elected to represent the Board as President/CEO.

Responsibilities includes all aspects of administration and operations of the 501(c)3 organization. The recruitment of individuals to serve on the board; does all grant writing and develops and implements such, as directed by the Board; work with staff and residents to implement a well-run organization, speaks to corporations, organizations and networks to help other non-profits set up guidelines and procedures. She also provides for future development of acquired properties to meet the needs of clients served.

Theresa is married, for 48 years, to James J. Murphy, General Counsel for Transamerica in Los Angeles, retired. They have four children ranging in age 40 to 34 years. In 1999, she was honored as the Care Provider of the year, by HomeAid Orange County, which is the Building Industry Association non-profit to help provide shelter beds for the Orange County homeless. She has been honored by the California PTA in 1998 with the highest Honorary Service Award for service to her community. She was a founding member of Los Alamitos High School Grad Night Committee and served as their Treasurer for fourteen years. She resides in Rossmoor, since 1983, and has worked in the schools, community, church as an activist. She is a member of St. Cornelius Catholic Church in Long Beach. Has been a Eucharist Minister, RCIA catechist, confirmation instructor and speaks on life issues for numerous local parishes. In 2004, she was named “Woman” of the Year” by Assemblyman Tom Harmon for the 67th District in Orange County. In 2005, she was recognized by Long Beach Soroptimist International as their “Women Helping Women” Honoree. In 2007, she was honored by Huntington Beach Soroptimist International for the “Woman of Distinction” award for Human Rights & the Status of Women. In 2009, she was recognized as “Woman of the Year” by Los Alamitos Chamber of Commerce.” In 2012, she was Recognized as the “Cypress Woman of the Year” by the Cypress Chamber of Commerce. In 2013, she was recognized by Cypress College as the “Los Alamito/Rossmoor Citizen of the Year” at the Americana Awards.
Theresa is involved in many civic organizations and volunteers her services when needed. She is past Director for the Los Alamitos Chamber of Commerce; a member of the Orange County Homeless Issues Task Force; the Shelter Providers Forum; the Partnership for Responsible Public Policy; the Cypress Chamber; Legislative Committee West Orange County; Education Committee for Chamber; West Coast Maternity Home Association; the Perinatal Substance Abuse Network; Crisis Pregnancy Network of the Diocese of Orange; participated in the Orange County Social Services Task Force, in 2007 was a member of the County of Orange Homeless Multi-Service Center Technical Advisory Committee; worked on the Welfare Reform Committee in 1996; participated in the development of the Task Force for 10-Year Plan to End Homeless in 1999 and 2009; Supervisor Silva’s Community Advisory Committee; Sits on the local Chamber Civic Affairs Committee; helped form collaborative in Los Alamitos for a Family Resource Center, Partner 4 Solutions; and is a member of the Los Alamitos/Seal Beach Rotary Club, Director of Cypress Chamber, and Chair since 2016. She is currently President and CEO of Precious Life Shelter.

Theresa E. Murphy

Precious Life Shelter
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Commission to End Homelessness

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Theresa E. Murphy
First Name Middle Name Last Name

Street Address
City State Zip Code

Home Phone Number Cell Phone Number

CURRENT EMPLOYER: Precious Life Shelter, Inc.

OCCUPATION/JOB TITLE: Executive Director

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

NAME OF COUNTRY OF CITIZENSHIP: USA

ARE YOU A REGISTERED VOTER? □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<table>
<thead>
<tr>
<th>ORGANIZATION/SOCIETY</th>
<th>FROM (MO./YR.)</th>
<th>TO (MO./YR.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Alamitos/Seal Beach</td>
<td>5/2003</td>
<td>Present</td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>1996</td>
<td>Present</td>
</tr>
</tbody>
</table>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? [X] YES [ ] NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? [X] YES [ ] NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAILY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 - AS THEY RELATE TO MARIJUANA)? [X] YES [ ] NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

__________________________________________

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I believe I bring a holistic approach to take the homeless to heart. Giving them encouragement and the tools to help themselves and support and direction.

DATE: 3-22-19

APPLICANTS SIGNATURE: _______________________

[CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE]

Date Received: _____________________________ Received by: _____________________________

Deputy Clerk of the Board of Supervisors

Date referred: _____________________________

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name _____________________________

Revised 3-29-17
Nomination For Boards, Commissions & Committees

Agenda Date: 4/9/2019

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Dylan Wright, Director, OC Community Resources

It is my intent to appoint:

<table>
<thead>
<tr>
<th>Name</th>
<th>Matt Bates</th>
</tr>
</thead>
</table>

Address: ______

City & Zip: ______

Day Phone: ( )     Fax Number: ( )

E-mail address: _____

To the: Commission to End Homelessness
   (Name of Board, Committee or Commission)

Position Slot: Continuum of Care (non-voting)

Name of incumbent being replaced: ______

Term Years: [ ] _____ or [ ] N/A
(Choose one) From 4/9/2019 to 8/28/2021
[ ] Term Concurrent with Supervisor’s Term of office
[ ] Term Concurrent with position

Vacancy created by: [ ] Resignation [ ] Expiration of Term [ ] N/A
(Choose one)

Nomination to: [ ] Appoint [ ] Reappointment [ ] Newly Formed Committee

Qualifications: [ ] Attached (must be attached for appointments and reappointments)

Remarks: ______

For Clerk of the Board Use Only

Clerk’s Initials: _____ File I.D._______ Needs a COI [ ] Send Departure Letter [ ]

Contact Name ____________________ Supporting Agency___________ [ ] Mail or [ ] Pony

Appoint/Complete: [ ] Term Years __ [ ] Term Dates: ________ to ________
[ ] CWS [ ] Other ______________

Check one: [ ] Scheduled Vacancy [ ] Unscheduled Vacancy

Certification of posting attached.
Matt Bates

Work History and Summary of Experience
2013-Present
City Net, Vice President Long Beach, CA

- Provides executive direction to nonprofit organization providing local and regional solutions to homelessness in southern California.
- Directs coordination of homeless programs and services in cities, through multi-sector partnerships between city departments, law enforcement, nonprofit organizations, businesses, and faith communities to connect homeless neighbors to housing and supportive services. Work is in the following southern California counties: Orange, Riverside, Los Angeles and Santa Barbara
- Administers federal, state, county and city contracts totaling $3.5 million annually.
- Directs staff of 56 in street outreach, case management, community engagement, and operations/administration.

2007 to 2012
Mission Increase Foundation, Director of Training Portland, OR

- Member of three-person executive team for national foundation with $30 million in endowed assets providing granting, executive-level management consulting, and fundraising training and technical assistance to more than 700 small Christian social service nonprofit organizations in field offices in 11 cities across the country.
- Directed national effort to provide custom training through fundraising workshops, seminars and webinars to more than 1,100 people each month. Directed curriculum development and trained and managed 12 field staff in delivery of two-hour presentations on 22 fundraising activities and topics.
- Directed and implemented all southern California training, consulting, granting and technical assistance to 250 local organizations. Administered 55 grants for $840,000 and coached grantees to raise a total of $1.8 million in matching funds.
- Managed 12 field staff in all consulting (2,700 hours annually) and granting (85 matching grants annually) efforts, achieving 5:1 long-term return on matched grants.

2003 to 2007
University of Southern California Los Angeles, CA
Viterbi School of Engineering, Director of Annual Giving and Special Gifts

- Senior-level member of six-person fundraising team which successfully raised $270 million during fundraising initiative for the Viterbi School. Historic major gifts included largest ever school-naming and department-naming gifts.
- Led Viterbi School’s annual giving and special gifts activities to all-time highs in number of gifts and total dollars raised, and major donor prospects identified.
- Managed portfolio of 125 $25,000 to $100,000 donors and prospects according to moves management principles, closing gifts in this range to exceed projections each year.
2001 to 2003
**PUENTE Learning Center, Development Director**  
Los Angeles, CA

- Led four-person development team in fundraising efforts ($2.5 million annually) to foundations, corporations, government grants, and major donor fundraising to arrest fundraising slide. In first year, generated more income from new donors than had been raised in the previous three years combined.

2000 to 2001
**Parents Anonymous, Inc., Director of Development**  
Claremont, CA

- Worked as sole development staff member to generate prospects, cultivate relationships and write successful proposals to generate new sources of income for national abuse-prevention organization, raising more money from individuals, foundations and corporations than in any previous year.

1994 to 2000
**Los Angeles Mission, Senior Director of Development**  
Los Angeles, CA

- Member of organization’s five-person executive leadership team, providing management oversight of organization with 150 staff and annual budget of $18 million.
- Recruited, hired, trained and managed professional staff, with 18 direct reports in development, major gifts, volunteers, data processing and information systems.
- Raised $12.5 million annually, establishing organization’s all-time highs in net income each year; created and controlled annual expense budget of more than $4.75 million.

**Education**

*University of Southern California, 2009*
- M.A., Liberal Studies
  - 4.0 grade point average in course studies

*University of Southern California, 1994*
- B.A., Political Science
- B.A, Religion
  - Graduated *cum laude*

**Leadership Appointments**

*Redeemer Community Partnerships, Los Angeles, CA.*  
Board Member

*Los Angeles Barnabas Group, Los Angeles, CA.*  
Board Chair

*Anaheim Homeless Policy Working Group*  
City Council Appointee

*Orange County Continuum of Care Board*  
Board Member
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Commission to End Homelessness

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:
Matt Bates
First Name     Middle Name     Last Name

Street Address     City    State    Zip Code

Home Phone Number     Cell Phone Number

Email Address

CURRENT EMPLOYER: City Net

OCCUPATION/JOB TITLE: Vice President

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: ☐ YES ☐ NO

NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☐ YES ☐ NO
IF YES, NAME COUNTY YOU ARE REGISTERED IN: Los Angeles

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

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<th>FROM (MO./YR.)</th>
<th>TO (MO./YR.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange County Continuum of Care Board</td>
<td>2/2018</td>
<td>present</td>
</tr>
<tr>
<td>OC CoC Street Outreach Committee Chair</td>
<td>2/2018</td>
<td>3/2019</td>
</tr>
<tr>
<td>Anaheim Homeless Policy Working Group</td>
<td>7/2017</td>
<td>11/2017</td>
</tr>
</tbody>
</table>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)?  YES  NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST?  YES  NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C), 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?  YES  NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I am applying to fulfill one of the slots on the Commission to End Homelessness designated for a current member of the OC Continuum of Care Board. In this role, I will provide an important linkage between the two Boards, as well as personally represent the members of the street outreach and data performance committees, which I have chaired.

DATE: 3/23/19  APPLICANTS SIGNATURE: Matt Bates

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _______________________________ Received by: _________________________________________

Deputy Clerk of the Board of Supervisors

Date referred: ________________________________

To:  □ BOS District 1  □ BOS District 2  □ BOS District 3  □ BOS District 4  □ BOS District 5

 □ All BOS  □ BCC Contact Person Name __________________________________________

Revised 3-29-17
Nomination For Boards, Commissions & Committees

Agenda Date: 4/9/2019

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Dylan Wright, Director, OC Community Resources

It is my intent to appoint:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Jeanne Awrey</th>
</tr>
</thead>
</table>

Address: 

City & Zip: 

Day Phone: ( ) Fax Number: ( )

E-mail address: 

To the: Commission to End Homelessness

(Name of Board, Committee or Commission)

Position Slot: Continuum of Care (non-voting)

Name of incumbent being replaced: 

Term Years: [ ] ____ or [ ] N/A

(Choose one) From 4/9/2019 to 8/28/2021

[ ] Term Concurrent with Supervisor’s Term of office

[ ] Term Concurrent with position

Vacancy created by: [ ] Resignation [ ] Expiration of Term [ ] N/A

(Choose one)

Nomination to: [x] Appoint [ ] Reappointment [ ] Newly Formed Committee

Qualifications: [ ] Attached (must be attached for appointments and reappointments)

Remarks: 

For Clerk of the Board Use Only

Clerk’s Initials: _____ File I.D. ______ Needs a COI [ ] Send Departure Letter [ ]

Contact Name ______________ Supporting Agency ______________ [ ] Mail or [ ] Pony

Appoint/Complete: [ ] Term Years [ ] Term Dates: ____________ to ____________

[ ] CWS [ ] Other ______________

Check one: [ ] Scheduled Vacancy [ ] Unscheduled Vacancy

Posted on ________ to ________ Page 1 of 3 Certification of posting attached.
JEANNE L. AWREY

Summary of Qualifications

- 17 years of experience in administrative multi-site management in educational programming and grant management for McKinney-Vento Homeless Assistance Act, After School Education and Safety (ASES,) and 21st Century Community Learning Programs.
- Strong background in leading and implementing successful collaborative projects with Orange County Community agencies serving school age youth and homeless families.
- Experienced program manager with the ability to take programs such as ECE staff recruitment, operational policies, professional development and budgeting from the concept to the application and evaluation phases.
- Proven leadership skills. Effectively recruited, interviewed, trained, and coordinated over 45 site directors and 100 teaching staff.
- Demonstrated talent for directing and supervising staff; awarded Regional Director Excellence in Staff Relations, Knowledge Learning Corporation, 1999.

Professional Experience

Staff Development & Program Management

- Collaborate with multi-management to develop and implement program goals, curriculum planning, research, program evaluation, compliance reports, program services to integrate youth development, and learning opportunities for preschool, after school and homeless programs.
- Contributed to school district, state licensing and community team collaborations.
- Actively participated in a wide range of community organization educational programs. Worked with various government agencies and established corporations such as Fox Studios and TRW.
- Developed and maintain 2 Orange County Department of Education webpages and resources for Homeless Education [www.ocde.us/mv](http://www.ocde.us/mv) and After School, [www.ocde.us/afterschool](http://www.ocde.us/afterschool)
- Designed, implemented, and managed successful events such as annual corporate training needs assessments for 200 employees, director orientation, conferences, regional job fairs, directors’ retreat, corporate liaison board meetings, in-service training, performance reviews and quarterly program quality checks

Supervision and Budget Management

- Currently facilitate implementation, coordination, fiscal management 2 State and Federal Grants
- Serve as Orange County’s System of Support for Expanded Learning County Lead
- Serve as Orange County’s Homeless Outreach to Promote Education Success County Coordinator
- Currently supervise staff: Administrative Assistant III, Project Liaison, and Project Assistant
- Supervised all levels of management to lead 35 corporate child care centers in 4 states.
- Managed payroll, expenses and revenue growth.
- Responsible for employee development, cost reduction, income enhancement, and labor relations for 14 corporate sponsored and 21 community childcare centers located in Southern California, Arizona, New Mexico and Colorado.

Employment History

2018- Present  Coordinator, Student Programs and Services  Orange County Department of Education (OCDE)

2001 – 2018  Manager, Homeless Education and Expanded Learning Programs  Orange County Department of Education (OCDE)
2001 – 2001  **Associate Executive Director, Child Care Services**  
YMCA of Orange County

1997 – 2000  **Director of Operations & Regional Director**  
Knowledge Learning Corporation, Inglewood, CA.

1993 – 1997  **Executive Director**  
Belvedere Tiburon Child Care Center, Tiburon, CA.

**Employment History (Continued)**

1990 – 1992  **Program Director**  
Mother Goose School, San Francisco, CA.

1988 – 1990  **Acting Director/Assistant Program Director**  
Orange Unified School District, After School Program

**Related Experience and Affiliations**

- Board Member, County of Orange Continuum of Care, 2017- present
- Local Conference Chair, National Association for the Education of Homeless Children/Youth, (NAEHCY), 2018
- Program Committee Member, Families Forward, 2018-present
- Member, Orange County Homeless Providers Forum, 2003-present
- Education Committee Member, Collaboration to Assist Motel Families, Education Sub-Committee 2008-present
- Member, Orange County Head Start Program Planning Committee, 2011
- Member Orange County Child Care Planning Council, 2012-2017
- California Department of Education System of Support for Expanded Learning (SSEL) Orange County Lead, 2015-2018
- Member, Presenter and Validator, National Association for Education of Young Children, 1998 – 2001
- Steering Committee Member, Orange County Promise, 2001 - 2003
- Program Development Committee Member, OCDE Institute for Character Education, 2002 -2004
- Conference Committee Co-Chair, OC Region 9 After School Partnerships, 2001- 2007
- Volunteer Big Sister and Executive Board Member, Orange County Big Brothers/Sisters, Tustin, CA, 2002- 2008

**Education and Professional Development**

- B.S. Human Development – California State University Fullerton, CA, 1985
- Commission on Teaching Credentialing- Child Development Site Supervisor Permit, 2003

**Additional Courses Completed**

- ECE Administration, Pacific Oaks College, Berkeley Extension
- Working with Parents and Advisory Boards, Pacific Oaks College
- Interpersonal Staff Relations, Pacific Oaks College
- Development Practices for ECE Supervisors, Pacific Oaks College
- Fiscal Management, Pacific Oaks College
- Organizational Development, Pacific Oaks College
- Employee/Employer Personnel Policies, PACE Seminar
- Child Development, La Verne University
- Play Therapy and Pediatrics, La Verne University
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:
Commission to End Homelessness

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:
Jeanne L Awrey
First Name Middle Name Last Name

Ca
Street Address City Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: Orange County Department of Education

OCCUPATION/JOB TITLE: Coordinator, Student Programs & Services

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

NAME OF COUNTRY OF CITIZENSHIP: USA

ARE YOU A REGISTERED VOTER? □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY FROM (MO./YR.) TO (MO./YR.)

PEO, Philanthropy Education Organization 10/16 Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAIIY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C), 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? □ YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

Representative from Orange County Department of Education (OCDE) supporting 28 OC School Districts/Charter Schools with McKinney-Vento (MV) Homeless Education Assistance Act. MV governed by Federal Department of Education requires all schools to identify, enroll, support and educate homeless students. Currently serve on CoC Board as Secretary.

DATE: 4/1/19 APPLICANTS SIGNATURE: _ sign _

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: __________________________ Received by: __________________________ Deputy Clerk of the Board of Supervisors

Date referred: __________________________

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name __________________________
April 1, 2019

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 9, 2019, Board Hearing.

Agency: Probation
Subject: Approval of Sole Source Contract with Prado Shooting Range
Districts: All Districts

Reason for supplemental: The item must be heard by the Board of Supervisors as soon as possible to allow for all armed Probation officers who are scheduled to complete their quarterly qualification process in April remain their eligibility to carry a firearm. Delaying contract approval would result in their disqualification to carry a firearm. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: 
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 04/09/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Probation
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Todd Graham (714) 645-7003
                                Clare Schiller (714) 645-7007

SUBJECT: Approval of Sole Source Contract with Prado Shooting Range

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<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
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<td>[Signature]</td>
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<td>Approved as to form</td>
<td>3 Votes Board Majority</td>
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Budgeted: Yes  Current Year Cost: $12,877  Annual Cost:

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<th>FY 2019-20</th>
<th>FY 2020-21</th>
<th>FY 2021-22</th>
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<td>$50,000</td>
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Staffing Impact: N/A  # of Positions: N/A
Current Fiscal Year Revenue: N/A
Funding Source: GF: 60%, State: 40% (AB 109)  County Audit in last 3 years: No
Sole Source: Yes
Prior Board Action: 3/25/2014 #10

RECOMMENDED ACTION(S)
1. Find that the project is categorically exempt from the California Environment Quality Act (CEQA), Class (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.
2. Authorize the Chief Probation Officer or designee to execute a three-year, sole source contract between Orange County Probation Department and Prado Family Shooting Range for the Use of Shooting Range Facilities for firearms training, effective upon Board of Supervisor approval, through April 8, 2022, in an amount not to exceed $150,000.

SUMMARY:
Authorization of the contract with Prado Family Shooting Range will allow the Orange County Probation Department to meet the minimum firearms training requirements, in order to maintain tactical skills and qualify in firearm proficiency as required by the Penal Code and the Chief Probation Officers of California.

BACKGROUND INFORMATION:

The Orange County Probation Department (Probation) has approximately 840 peace officers, as defined in Penal Code (PC) 830.5. Initial training for these officers includes the satisfactory completion of the Peace Officers Standards and Training (POST) certification under Penal Code section 832. Approximately 140 of those officers are assigned to armed positions that require them to carry a department issued firearm. These officers are additionally required to complete the 40-hour Chief Probation Officers of California (CPOC) Defensive Pistol Course, as taught by Probation's Rangemasters. Ongoing training in the safe and defensive use of firearms and quarterly qualification is required for all armed officers.

On March 25, 2014, the Board of Supervisors (Board) authorized a sole source contract between Probation and Prado Family Shooting Range (Prado) for the Use of Outdoor Shooting Range Facilities, effective April 8, 2014, through April 7, 2017, in an amount not to exceed $90,000. Probation also received authorization from the Board to renew the contract for a two-year period, commencing April 8, 2017, through April 7, 2019, in an amount not to exceed $60,000, for a total contract amount of $150,000.

In preparation for the renewal of the contract for these services, Probation contacted multiple ranges to determine if there were any other facilities that were be able to meet Probation's needs. The only County shooting range available is the Orange County Sheriff's Department shooting range; however, it is not an outdoor range, which does not meet Probation's needs. In order to switch from an outdoor shooting range to an indoor shooting range, Probation would have to significantly modify training program to reduce amount of scenario based training; since the current training program recreates environmental conditions officers encounter when making announced or unannounced home and field contacts. Prado continues to be the only accessible outdoor range near Orange County that meets the following shooting range requirements:

1. Driving distance of approximately 25 miles from work location(s) of training officers
2. Scheduling flexibility to accommodate Probation's regular work hours and other ongoing certification training requirements throughout the year
3. Accommodation for Probation's Rangemasters to train designated officers outdoors on firearms use and proficiency, as well as ability to provide classroom instruction covering the legal liabilities of defensive arming
4. Onsite storage of training supplies and equipment in between training sessions
5. Designated range areas for law enforcement that are closed to the public during training

The proposed contract is a sole source contract and a completed Sole Source Request Form is attached to this Agenda Staff Report.

Probation is seeking Board approval to execute a new three-year sole source contract with Prado Family Shooting Range for the Use of Outdoor Shooting Range Facilities effective upon Board approval, through
April 8, 2022, in an annual amount of $50,000, for a cumulative contract total amount not to exceed $150,000.

This contract was not filed at least 30 days prior to commencement of contract due to delays in finalizing the contract. Although Probation has used Prado's facilities for many years, for this upcoming contract term Prado requested the County provide proof of insurance and add Prado as an additional insured. This required County Counsel and Risk Management’s review and approval. Since the County is self-insured, Probation was unable to add them as an additional insured. To address and satisfy Prado's concerns regarding the nature of the services, a mutual indemnification provision has been included in the contract.

The utilization of these services fluctuates throughout the month based on training needs. Probation reserves the Prado facilities approximately 10 to 13 days each month for the entire year, for the monthly trainings and quarterly qualification needs. During contract negotiations, Prado requested an increase of $50 to the current daily rate of $350, which would result in an annual increase of approximately $7,500 per year. Prior year expenses have averaged approximately $30,000 per year at the lower daily rate. With this contract, Probation is requesting a higher contract amount than in previous years to accommodate fluctuation in training needs, provide scheduling flexibility and account for the $50 daily rate increase.

The Contractor's performance has been confirmed as satisfactory. Probation has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests.

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

The contract with Prado contains language that will permit the immediate reduction or termination of services due to fiscal non-appropriation, without penalty. Such provisions can be triggered if state funding or other appropriations are not forthcoming, or otherwise become limited.

**Compliance with CEQA:** The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301 because the project involves leasing a public facility, involving no expansion of existing use.

**FINANCIAL IMPACT:**

Appropriations for this Contract are included in the FY 2018-19 Budget for Budget Control 057, Probation and will be included in the budgeting process for future fiscal years.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Sole Source Contract between Prado Family Shooting Range and Orange County Probation Department
Attachment B - Sole Source Request Form
Attachment C - Contract Summary Form
Attachment D - Risk Assessment or Modification of Insurance Terms
CONTRACT MA-057-19011103
WITH
PRADO FAMILY SHOOTING RANGE
FOR USE OF SHOOTING RANGE FACILITIES

This Contract MA-057-19011103 for Use of Shooting Range Facilities (hereinafter referred to as “Contract”), is made and entered into as of the fully executed by and between the County of Orange, Probation Department, a political subdivision of the State of California, (hereinafter referred to as “County”), and Prado Family Shooting Range with a place of business at 17501 Pomona Rincon RD, Chino, CA 91708-9287 (hereinafter referred to as “Contractor”), which may be referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Payment/Compensation
Exhibit I – Child Support Enforcement Form

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Use of Shooting Range Facilities under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide to the County Use of Shooting Range Facilities as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Use of Shooting Range Facilities with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

GENERAL TERMS AND CONDITIONS:

A. Governing Law and Venue: 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 trial to another County.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
C. **Amendments:** No alternation or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** Intentionally left blank

E. **Delivery:** Time of delivery is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it the right to return goods already accepted, at Contractor’s expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by the County. Delivery shall not be deemed to be complete until goods, or services, have been actually received and accepted in writing by County.

F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z”, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through the services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend, and hold County and County Indemnites harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subContractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days’ written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract or any misrepresentation or fraud on the part
of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase at Contractor’s expense, including all endorsements required herein, necessary to satisfy the 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 the County during the entire term of this Contract.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If Contractor is self-insured, 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.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contractor, the County may terminate this Contract.

**Qualified Insurer**

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).

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.

The policy or policies of insurance maintained by the 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

Required Coverage Forms

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

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) 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.

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.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a “separation of insured” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the Contract.

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, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty 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.

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.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest**: Contractor agrees that if there is a change in ownership or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the 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. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors 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.

R. **Force Majeure**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contractor caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws**: Contractor represents and warrants that the services to be provided under this CONTRACT shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight (F.O.B. Destination)**: *Intentionally left blank*

V. **Severability**: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.
X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Mutual Indemnification:** 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 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 injury to or death of persons, or property damage, arising from or related to: (a) the services, goods or other performance provided by Contractor pursuant to this Contract; or (b) the negligence or willful misconduct of Contractor, its owners, employees, agents, invitees, licensees, or subcontractors during the performance of the services or provision of goods pursuant to this Contract.

County agrees to indemnify, defend, and hold Contractor and its owner(s) harmless from any claims, demands or liability for any property damage or injury to or death of Contractor’s employees arising from the negligence or willful misconduct of County or County Indemnitees in connection with the County’s or County Indemnitees’ use of Contractor’s Shooting Range Facilities 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.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further,
Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s project manager.

**BB. 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.

**CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**ADDITIONAL TERMS AND CONDITIONS:**

1. **Scope of Contract:** This Contract specifies the Contractual terms and conditions by which the County will procure the Use of Shooting Range Facilities from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall be for a three-year period, commencing on Board of Supervisors approval and continuing through and including April 8, 2022, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Monetary Limit:** This Contract shall have a contract not to exceed amount of $150,000.

5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the COUNTY assigned Deputy Purchasing Agent.

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   
   a) Terminate the Contract immediately, pursuant to section K herein;
   
   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time may be specified in this Contract within which to cure the breach;
   
   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
   
   d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors 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 from acting in the best interests of the County.

8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

11. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

12. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

13. **Disputes – Contract:**

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’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County’s Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such
demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County’s Purchasing Agent or his/her designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. The County’s final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County’s final decision or one year following the accrual of the cause of action, whichever is later.

14. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. The organization’s policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
   a. Will receive a copy of the company’s drug-free policy statement; and
   b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

15. **EDD Independent Contractor Reporting Requirement:** Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a “Service provider” to whom the County pays $600 or more or with whom the County enters into a Contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “Service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the Service recipient for California purposes and who received
compensation or executes a Contract for services performed for that Service recipient within or without the state.”

The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a Contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

19. **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 (4) 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.
20. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

[Remainder of this page intentionally left blank]
**Signature Page**

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

**Prado Family Shooting Range**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chad Carlson</td>
<td>President</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/20/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patty Carlson</td>
<td>Secretary</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/20/19</td>
</tr>
</tbody>
</table>

* 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 by one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.
The second corporate officer signature must be by one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.
In the alternative, a single corporate signature is acceptable when accompanied by a corporate Resolution demonstrating the legal authority of the signatory to bind the company.

******************************************************************************

**County of Orange, a political subdivision of the State of California**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
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</thead>
</table>

<table>
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<tr>
<th>Signature Date</th>
</tr>
</thead>
</table>

**APPROVED AS TO FORM:**

County Counsel

By (Deputy)

Date 3/20/19
ATTACHMENT A

SCOPE OF WORK

A. Objectives

Deputized staff of the Orange County Probation Department (Probation) who are authorized to carry firearms are required to meet training requirements under Penal Code sections 830.5 and 832, and to qualify in firearm proficiency at least quarterly. Required initial training for authorized deputies include the satisfactory completion of: (a) the Peace Officers Standards and Training (POST) certification under Penal Code section 832, and (b) the 40-hour California Probation Officers of California (CPOC) Defensive Pistol Course, as taught by Probation's Range masters.

It is Probation policy that the use of a firearm by an authorized deputy shall be limited to circumstances where necessary for self-defense, the defense of others, or in an imminent threat of death or serious bodily injury. Thus, ongoing training in the safe and defensive use of firearms is essential in order for deputized staff to exhaust all reasonable means of self-protection and the protection of others in the officer's presence before resorting to the use of a firearm.

As determined by the Chief Probation Officer, training is provided on a recurrent basis to maintain authorized deputies' tactical skills and advanced knowledge of firearms, as well as to keep current on department policies, procedures, and required certifications. Thus, while authorized deputies are required to qualify with their department-issued firearm quarterly, in the intervening months, authorized deputies also participate in tactical range practicum designed and developed by Probation Range masters.

B. Contractor’s Responsibilities

Contractor shall provide County with the use of Contractor’s shooting range facilities, as specified below, for County’s certification and recertification of designated peace officers in firearms training:

1. Outdoor range and classrooms located at: Prado Family Shooting Range, 17501 Pomona Rincon Road, Chino, CA 91710

2. Scheduling flexibility to accommodate Probation's regular work hours and other ongoing POST certification training requirements all through the year

3. Accommodation for Probation Range masters to train designated officers outdoors on firearms use and proficiency and provide classroom instruction covering the legal liabilities of defensive arming
   a. Up to twelve (12) deputies may use the outdoor range and classrooms at any given time.

4. Onsite storage of training supplies and equipment in between training sessions

5. Designated range areas for law enforcement that are closed to the public during Probation training
ATTACHMENT B
PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Use of Shooting Range Facilities as set forth in Attachment A, “Scope of Work”.

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Article C of the County Contract Terms and Conditions.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

<table>
<thead>
<tr>
<th>Time/Duration of Usage</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full 8-Hour Day for One Range</td>
<td>$400</td>
</tr>
<tr>
<td>Half 4-Hour Day for One Range</td>
<td>$300</td>
</tr>
<tr>
<td>Additional Range for Full or Half Day Use</td>
<td>$200</td>
</tr>
<tr>
<td>Classroom Rate a Day</td>
<td>$100</td>
</tr>
</tbody>
</table>

   **Contract shall not exceed $50,000 per contract year, for a cumulative contract not to exceed amount of $150,000**

3. **Price Increase/Decreases:** No price increases will be permitted during the first three (3) year period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange 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.

   Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** The Contractor shall provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor’s name and address
   b. Contractor’s remittance address, if different from 1 above
   c. Contractor’s Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) number – MA-057-19011103
   g. Agency/Department’s Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

Invoice and support documentation are to be mailed to:

   County of Orange  
   Probation Department  
   Attn: Accounts Payable  
   P.O. Box 10260  
   Santa Ana, CA 92711-0260

Or emailed to Prob-AP@prob.ocgov.com

9. **Payment Electronic Funds Transfer (EFT):** The County of Orange offers Contractors 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 an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the agency/department representative listed in the Contract.
EXHIBIT I
County of Orange Child Support Enforcement
Certification Requirements

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the Contracting entity:

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

Name: ____________________________
D.O.B: ____________________________
Social Security No: ____________________________
Residence Address: ____________________________

(Additional sheets may be used if necessary)
BidSync: Authorize Release Bid

Release Bid Workflow

Name: Araceli Perez
Phone: 714-347-4862
Email: araceli.perez@ocgov.com
Status: Submitter Mar 28, 2019 8:19:01 AM PDT

Bid Information
Bid Number: 061-CD2155-AP-533Y
Bid Title: Pismo Family Shooting Range

Status
Status: Approved

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

Welcome APerez1 | Logout
Need assistance? Contact us or call 800-990-9339

Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout

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<table>
<thead>
<tr>
<th>Section II - Department Information (Complete in its entirety)</th>
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</thead>
<tbody>
<tr>
<td><strong>Department:</strong> Probation</td>
</tr>
<tr>
<td><strong>Vendor Name:</strong> Prado Family Shooting Range</td>
</tr>
<tr>
<td><strong>Date:</strong> 3/19/19</td>
</tr>
<tr>
<td><strong>Sole Source Bidsync Number:</strong> 057-C022535-AP-SS3Y</td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>Contract Term (Dates): Upon Board Approval – 04/08/22</th>
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</thead>
<tbody>
<tr>
<td>Is Agreement Grant Funded? Percent Funded: ✔ No</td>
</tr>
<tr>
<td>Is this renewable? If yes, how many years? Yes, two additional years</td>
</tr>
<tr>
<td>Contract Amount? $150,000</td>
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<table>
<thead>
<tr>
<th>Type of Request: ❌ New ☐ Renewal ☑ Multi-Year ☐ Amendment ☐ Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Year: 3-year contract</td>
</tr>
<tr>
<td>Did vendor provide a sole source affidavit? □ Yes  ❌ No</td>
</tr>
<tr>
<td>If yes, please attach</td>
</tr>
<tr>
<td>Board Date: 4/09/19</td>
</tr>
<tr>
<td>ASR Number: 19-000116</td>
</tr>
<tr>
<td>If not scheduled to go to the Board explain why? n/a</td>
</tr>
<tr>
<td>Does Contract include Non-Standard Language? If yes, explain in detail. Yes, mutual indemnification provision</td>
</tr>
<tr>
<td>Was Contract Approved by Risk Mgmt.? Yes</td>
</tr>
<tr>
<td>Was Contract Approved by County Counsel? Yes</td>
</tr>
<tr>
<td>Were any exceptions taken? If yes, explain in detail. None</td>
</tr>
</tbody>
</table>

☑ 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.
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.**

   Service rental contract for use of shooting range.

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.**

   Probation requires a private, outdoor gun range for monthly tactical and advanced training in connection with the department’s firearms training program. Prado Family Shooting Range is the only accessible range near Orange County that meets all of the requisite criteria, as explained in the answer to question three below. Board approval obtained 3/25/14 and 4/7/09.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities.** 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.**

   The Chief Probation Officer has determined that Prado Family Shooting Range is the only facility that meets all of the department’s training requirements. There is no outdoor range in Orange County. Probation contacted the five outdoor ranges in Los Angeles and Riverside Counties and they are unable to meet all of the following departmental requirements: (1) Driving distance of approximately 25 miles from work locations of training officers; (2) Scheduling flexibility to accommodate Probation’s regular work hours and other ongoing POST certification training requirements all through the year; (3) Accommodation for Probation Rangemasters to train designated officers outdoors on firearms use and proficiency and provide classroom instruction covering the legal liabilities of defensive arming; (4) Onsite storage of training supplies and equipment in between training sessions (at no additional cost); and (5) Designated range areas for law enforcement that are closed to the public during Probation training. The cost of renting Prado Range facilities for an eight-hour day use is $400; a half-day use costs $300. By comparison, another outdoor range, in Norco quoted $500 for a full day's use of its facility. An outdoor range in San Fernando Valley, with double the driving distance from Santa Ana, charges a flat fee of $75 for use of a classroom, plus a monthly fee of $50 for storage of equipment. An outdoor shooting park in Azusa is closed three days a week. Finally, driving 83 miles to an outdoor shooting gallery in Acton would not be feasible.
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.

Prado Family Shooting Range’s fees are competitive in comparison to the general market. While this vendor charges $400 for a full day use, others average $500. Additionally, this vendor does not charge additional for storage of equipment.

5. If the recommended vendor was not available, how would the County accomplish this particular task?  
Attach additional sheet if necessary.

In that, the minimum firearms training standards are established statewide by the Chief Probation Officers of California, we would have no alternative but to contract with another vendor, much further from Orange County, and at a much greater cost due to increased travel time and expenses.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

After a vendor history search there are no judgements, name changes or pending litigations.

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.
Sole Source Request Form

Sole Source Bidsync # 057-C022535-AP ~ S 3 Y

SECTION IV – AUTHOR/REQUESTOR

Signature: [Signature]
Print Name: Clare Schiller
Date: 3/19/19

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature: [Signature]
Print Name:
Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: [Signature]
Print Name: Araceli Perez
Date: 3/21/19

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: [Signature]
Print Name: Todd Graham
Date: 3/19/2019

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.
Contract Summary Form
Prado Family Shooting Range

SUMMARY OF SIGNIFICANT CHANGES

1. Mutual Indemnification Included: Page 7
2. Fees and Charge: Rate per day was increased by $50, Page 14
3. Monetary Limit: Increased from $90,000 to $150,000 for the three-year period
   (Compared to the term previously approved by the Board).
4. Insurance: Updated to reflect the insurance not required considering Probation is using Contractor’s facilities. Page 3-4

SUBCONTRACTORS

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

CONTRACT OPERATING EXPENSES

Fees and Charges: County will pay the following fees in accordance with the schedule below:

<table>
<thead>
<tr>
<th>Time/Duration of Usage</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Half 4-Hour Day for One Range</td>
<td>$300</td>
</tr>
<tr>
<td>Additional Range for Full or Half Day Use</td>
<td>$200</td>
</tr>
<tr>
<td>Classroom Rate a Day</td>
<td>$100</td>
</tr>
</tbody>
</table>

Contract shall not exceed $50,000 per contract year, for a cumulative contract not to exceed amount of $150,000.
RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an RFP-RFB, RFI or Contract/Agreement

DATE SUBMITTED: 3/19/2019

or e-mail this form to RiskMgmtInsurance@ocgov.com with Scope of Work and Contract/Agreement Insurance Provisions. If this is a renewal, attach prior Risk Management Approval(s).

FROM:  Araceli Perez  Probation
County Employee (Contact For Questions)  County Department

araceli.perez@prob.ocgov.com  714-347-4862
County E-Mail Address  Phone # (inc. area code)  Fax # (inc. area code)

Note: The above action is advisory to departments as to risk assessment and protection. Any change in a current contract/agreement requires formal modification unless contract/agreement specifically delegates to County Risk Manager authority to modify insurance requirements.

CONTRACT TYPE: □ Commodities □ Public Works × Service □ Human Services
□ Consultant Svcs. □ Fixed Asset □ A & E □ Other

Vendor Name: Prado Family Shooting Range  Contract ID/RFP I.D. Number: 19011103

Bid:  YES □ NO □ Contract Amount: $150K - 3-year term

Insurance Type To Be Reviewed for Waiver or Modification of Terms

☒ Commercial General Liability  ☒ Workers' Compensation
☒ Commercial Auto Liability  ☒ Employer's Liability
☐ Contractual Liability  ☒ Sexual Misconduct
☐ Professional Liability (Errors & Omissions)  ☒ Indemnification
☐ Limitation of Liability

Request and Justification: (add another page if necessary)
Use of outdoor shooting range facility for firearms training purposes; contract determined to be a sole source.

Requesting to waive CGL primary and non-contributory endorsement, auto liability and worker's and employer's liability insurance since we are utilizing Prado's facility. Prado insisted to be added as an additoinal insured, so we agreed on mutual indemnification. County Counsel negotiated the mutual indemnity provision based on each parties' liability exposures.

To Be Completed By CEO/Risk Management

☒ Approved  □ Denied  □ Approved as Modified

Comments:

Manager/CEO/Risk Management  3/21/19
California Penal Code Section § 830.5

The following persons are peace officers whose authority extends to any place in the state while engaged in the performance of the duties of their respective employment and for the purpose of carrying out the primary function of their employment or as required under Sections 8597, 8598, and 8617 of the Government Code. Except as specified in this section, these peace officers may carry firearms only if authorized and under those terms and conditions specified by their employing agency:

(a) A parole officer of the Department of Corrections and Rehabilitation, or the Department of Corrections and Rehabilitation, Division of Juvenile Parole Operations, probation officer, deputy probation officer, or a board coordinating parole agent employed by the Juvenile Parole Board. Except as otherwise provided in this subdivision, the authority of these parole or probation officers shall extend only as follows:

(1) To conditions of parole, probation, mandatory supervision, or postrelease community supervision by any person in this state on parole, probation, mandatory supervision, or postrelease community supervision.

(2) To the escape of any inmate or ward from a state or local institution.

(3) To the transportation of persons on parole, probation, mandatory supervision, or postrelease community supervision.

(4) To violations of any penal provisions of law which are discovered while performing the usual or authorized duties of his or her employment.

(5) (A) To the rendering of mutual aid to any other law enforcement agency.

(B) For the purposes of this subdivision, “parole agent” shall have the same meaning as parole officer of the Department of Corrections and Rehabilitation or of the Department of Corrections and Rehabilitation, Division of Juvenile Justice.

(C) Any parole officer of the Department of Corrections and Rehabilitation, or the Department of Corrections and Rehabilitation, Division of Juvenile Parole Operations, is authorized to carry firearms, but only as determined by the director on a case-by-case or unit-by-unit basis and only under those terms and conditions specified by the director or chairperson. The Department of Corrections and Rehabilitation, Division of Juvenile Justice, shall develop a policy for arming peace officers of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, who comprise “high-risk transportation
details” or “high-risk escape details” no later than June 30, 1995. This policy shall be implemented no later than December 31, 1995.

(D) The Department of Corrections and Rehabilitation, Division of Juvenile Justice, shall train and arm those peace officers who comprise tactical teams at each facility for use during “high-risk escape details.”

(b) A correctional officer employed by the Department of Corrections and Rehabilitation, or of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, having custody of wards or any employee of the Department of Corrections and Rehabilitation designated by the secretary or any correctional counselor series employee of the Department of Corrections and Rehabilitation or any medical technical assistant series employee designated by the secretary or designated by the secretary and employed by the State Department of State Hospitals or any employee of the Board of Parole Hearings designated by the secretary or employee of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, designated by the secretary or any superintendent, supervisor, or employee having custodial responsibilities in an institution operated by a probation department, or any transportation officer of a probation department.

(c) The following persons may carry a firearm while not on duty: a parole officer of the Department of Corrections and Rehabilitation, or the Department of Corrections and Rehabilitation, Division of Juvenile Justice, a correctional officer or correctional counselor employed by the Department of Corrections and Rehabilitation, or an employee of the Department of Corrections and Rehabilitation, Division of Juvenile Justice, having custody of wards or any employee of the Department of Corrections and Rehabilitation designated by the secretary or any medical technical assistant series employee designated by the secretary or designated by the secretary and employed by the State Department of State Hospitals. A parole officer of the Juvenile Parole Board may carry a firearm while not on duty only when so authorized by the chairperson of the board and only under the terms and conditions specified by the chairperson. Nothing in this section shall be interpreted to require licensure pursuant to Section 25400. The director or chairperson may deny, suspend, or revoke for good cause a person’s right to carry a firearm under this subdivision. That person shall, upon request, receive a hearing, as provided for in the negotiated grievance procedure between the exclusive employee representative and the Department of Corrections and Rehabilitation, Division of Juvenile Justice, or the Juvenile Parole Board, to review the director’s or the chairperson’s decision.

(d) Persons permitted to carry firearms pursuant to this section, either on or off duty, shall meet the training requirements of Section 832 and shall qualify with the firearm at least quarterly. It is the responsibility of the individual officer or designee to maintain his or her
eligibility to carry concealable firearms off duty. Failure to maintain quarterly qualifications by an officer or designee with any concealable firearms carried off duty shall constitute good cause to suspend or revoke that person’s right to carry firearms off duty.

(e) The Department of Corrections and Rehabilitation shall allow reasonable access to its ranges for officers and designees of either department to qualify to carry concealable firearms off duty. The time spent on the range for purposes of meeting the qualification requirements shall be the person’s own time during the person’s off-duty hours.

(f) The secretary shall promulgate regulations consistent with this section.

(g) “High-risk transportation details” and “high-risk escape details” as used in this section shall be determined by the secretary, or his or her designee. The secretary, or his or her designee, shall consider at least the following in determining “high-risk transportation details” and “high-risk escape details”: protection of the public, protection of officers, flight risk, and violence potential of the wards.

(h) “Transportation detail” as used in this section shall include transportation of wards outside the facility, including, but not limited to, court appearances, medical trips, and interfacility transfers.

(Amended by Stats. 2014, Ch. 820, Sec. 1. (AB 2506) Effective January 1, 2015.)
California Penal Code § 832

(a) Every person described in this chapter as a peace officer shall satisfactorily complete an introductory training course prescribed by the Commission on Peace Officer Standards and Training. On or after July 1, 1989, satisfactory completion of the course shall be demonstrated by passage of an appropriate examination developed or approved by the commission. Training in the carrying and use of firearms shall not be required of a peace officer whose employing agency prohibits the use of firearms.

(b) (1) Every peace officer described in this chapter, prior to the exercise of the powers of a peace officer, shall have satisfactorily completed the training course described in subdivision (a).

(2) Every peace officer described in Section 13510 or in subdivision (a) of Section 830.2 may satisfactorily complete the training required by this section as part of the training prescribed pursuant to Section 13510.

(c) Persons described in this chapter as peace officers who have not satisfactorily completed the course described in subdivision (a), as specified in subdivision (b), shall not have the powers of a peace officer until they satisfactorily complete the course.

(d) A peace officer who, on March 4, 1972, possesses or is qualified to possess the basic certificate as awarded by the Commission on Peace Officer Standards and Training is exempted from this section.

(e) (1) A person completing the training described in subdivision (a) who does not become employed as a peace officer within three years from the date of passing the examination described in subdivision (a), or who has a three-year or longer break in service as a peace officer, shall pass the examination described in subdivision (a) prior to the exercise of the powers of a peace officer, except for a person described in paragraph (2).

(2) The requirement in paragraph (1) does not apply to a person who meets any of the following requirements:

(A) Is returning to a management position that is at the second level of supervision or higher.

(B) Has successfully requalified for a basic course through the Commission on Peace Officer Standards and Training.

(C) Has maintained proficiency through teaching the course described in subdivision (a).
(D) During the break in California service, was continuously employed as a peace officer in another state or at the federal level.

(E) Has previously met the requirements of subdivision (a), has been appointed as a peace officer under subdivision (c) of Section 830.1, and has been continuously employed as a custodial officer as defined in Section 831 or 831.5 by the agency making the peace officer appointment since completing the training prescribed in subdivision (a).

(f) The commission may charge appropriate fees for the examination required by subdivision (e), not to exceed actual costs.

(g) Notwithstanding any other law, the commission may charge appropriate fees for the examination required by subdivision (a) to each applicant who is not sponsored by a local or other law enforcement agency, or is not a peace officer employed by, or under consideration for employment by, a state or local agency, department, or district, or is not a custodial officer as defined in Sections 831 and 831.5. The fees shall not exceed actual costs.

(h) (1) When evaluating a certification request from a probation department for a training course described in this section, the commission shall deem there to be an identifiable and unmet need for the training course.

(2) A probation department that is a certified provider of the training course described in this section shall not be required to offer the course to the general public.

(Amended by Stats. 2015, Ch. 200, Sec. 1. (AB 546) Effective January 1, 2016.)
April 2, 2019

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the April 9, 2019, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Rapid Technologies, Inc. Contract
Districts: All Districts

Reason for supplemental: This agenda staff report needs to be heard as soon as possible because the maintenance contract expired on March 31, 2019, and the contract with the new vendor was delayed due to an extended negotiation over terms and conditions. There is already a lapse in service, and so presentation of this item on the April 9, 2019, Board meeting is critical. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:
Chairwoman Lisa A. Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/9/2019
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Brian Wayt (714) 647-1803
Kirk Wilkerson (714) 834-6450

SUBJECT: Approve Rapid Technologies, Inc. Contract

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
<td>Discussion</td>
</tr>
<tr>
<td>[Action]</td>
<td>[Action]</td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

Budgeted: Yes  Current Year Cost: $242,259  Annual Cost:
FY 2019-20 $540,261

Staffing Impact: Yes  # of Positions: N/A  Sole Source: No
Current Fiscal Year Revenue: N/A  County Audit in last 3 years N/A
Funding Source: See Financial Impact Section

Prior Board Action: N/A

RECOMMENDED ACTION(S):
Authorize the County Procurement Officer or authorized Deputy to execute Rapid Technologies, Inc. contract for BMC Remedy Action Request System Upgrade and Service Management Suite Implementation Project, effective for a two-year period upon Board of Supervisors approval and the execution of all necessary signatures, in an amount not to exceed $782,520, renewable for three additional one-year periods.

SUMMARY:
Approval of the Rapid Technologies, Inc. contract will allow the Sheriff-Coroner Department to ensure that critical systems remain operational and are secure.

BACKGROUND INFORMATION:
The BMC Remedy Action Request System (ARS) is a proprietary application server developed initially by Remedy Corporation and acquired by BMC Software in 2002. It is part of the BMC Remedy Information Technology (IT) Management Suite, a set of applications that operates over ARS. The Sheriff-Coroner
Department (Sheriff) has been using its BMC Remedy Action Request System (ARS) Server since 1990, and Sheriff's staff have developed many custom applications supported by this software which are still in operation, including, but not limited to, Airport Lost and Found, Asset Inventory Control, Critical Incidents Response Team Management, Control One Radio Check In and Out, Communications Service Requests, Fleet Management, Harbor Patrol Maintenance, Information Systems Help Desk, Homeland Security Grant Asset Tracking, Intern Timesheets, IT Training Schedule and Class Enrollment, Property Evidence Requests and Tracking, Quartermaster Asset Tracking and Trial Court Funding Report.

Sheriff's staff issued a Request for Proposals (RFP) for the BMC Remedy ARS Upgrade and Service Management Suite Implementation Project as the current version of the application was reaching its end of life, and the license support and maintenance was expiring. The RFP included the need for services to upgrade the current version of the software to the current versions that are more secure, certified with current versions of Operating System, more functional, and supported. The RFP also included a need for additional functionality to be implemented for the use by Sheriff's Quartermaster Program to manage its warehouse, inventory, equipment procurement, distribution, tracking, maintenance and service. Two proposals were received, and Rapid Technologies, Inc. was deemed to be the most responsive, responsible bidder (see Attachment B for Memorandum of Recommendation and Attachment C for Final Scoring Summary). Sheriff's staff have conducted due diligence on the vendor. Reference checks were satisfactory and completed with Riverside County Flood Control, 24 Hour Fitness USA and New York City, Department of IT regarding similar purchases.

Sheriff requests Board of Supervisors (Board) approval of the proposed Rapid Technologies, Inc. contract for BMC Remedy ARS Upgrade and Service Management Suite Implementation Project, effective for a two-year period upon Board approval and the execution of all necessary signatures, in an amount not to exceed $782,520, renewable for three additional one-year periods. This contract does not currently include subcontractors or pass through to other providers. See Attachment D for the Contract Summary Form. This contract is submitted for Board approval as a supplemental item due to an extended period of negotiations regarding terms and conditions of the contract, which precluded the contract from being submitted earlier. The previous contract that covered only service and maintenance expired on March 31, 2019. No redline version of the contract is provided as this is a new contract.

FINANCIAL IMPACT:
Appropriations for this contract are included in the Sheriff-Coroner's FY 2018-19 Budget for Budget Control 060, and will be included in the Budget for FY 2019-20. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Contract MA-060-19011262
Attachment B - Memorandum of Recommendation
Attachment C - Final Scoring Summary
Attachment D - Contract Summary
CONTRACT MA-060-19011262
with
Rapid Technologies, Inc.
for
BMC Remedy ARS Upgrade and Service Management
Suite Implementation Project

This Agreement, 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, hereinafter referred to as “County,” and Rapid Technologies, Inc., with a place of business at 9362 Teddy Lane, STE 203, Lone Tree CO 80124-2871, hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

RECVIALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for BMC Remedy ARS Upgrade and Service Management Suite Implementation Project; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for BMC Remedy ARS Upgrade and Service Management Suite Implementation Project with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: 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.

B. Entire Contract: This Contract, including all Attachments and Exhibits that are attached hereto and incorporated herein by reference, when accepted by the Contractor either in writing or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods or services not conforming to applicable specifications, drawings, samples or descriptions, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made either in advance or arrears pursuant to Attachment C, Compensation and Fees, after satisfactory acceptance. In the event the Contractor is terminated for any reason, County shall immediately receive one/twenty-fourth (1/24) of all prepaid services (as listed in Attachment C, Compensation and Fees) for each month or portion thereof remaining for the applicable Contract term as listed in this Contract.

G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

O. **Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

P. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the 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 the 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.

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.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, 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.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

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).

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.

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

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<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
Network Security & Privacy Liability $1,000,000 per claims-made

Technology Errors & Omissions $1,000,000 per claims-made
$1,000,000 aggregate

**Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) 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.**

2) 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.

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

1) 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.

2) 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.

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.**

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.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County.
Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Technology Errors & Omissions and/or Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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, award may be made to the next qualified vendor.

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.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) 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.

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.

Q. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

R. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

S. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

T. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information
shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

U. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

V. **Freight:** Prior to the County’s express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

W. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

X. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear their own attorney’s fees, costs and expenses.

Y. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Z. **Indemnification:** 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 which County’s Board of Supervisors acts as the governing Board (“County Indemnites”) 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 Indemnites, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters
connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County’s project manager.

BB. 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.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

DD. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

EE. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
FF. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

**Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for two (2) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   
   a) Terminate the Contract immediately, pursuant to Section K herein;
   
   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   
   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
   
   d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence individuals from acting in the best interests of the County.

County of Orange
Sheriff-Coroner

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8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor’s Project Manager.

The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by security clearances and reference checks, coordinated by the agency/department issuing this Contract.

11. **Contractor’s Expenses:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

14. **County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of
award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the Contracting entity;

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

15. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

16. Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

17. Disputes – Contract:

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’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy 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, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

18. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. The organization’s policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
   a. Will receive a copy of the company’s drug-free policy statement; and
   b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.
Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph (b)(2) as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

21. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate
against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

22. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

23. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) 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.

**Contractor:** Rapid Technologies, Inc.
9362 Teddy Lane, STE 203,
Lone Tree CO 80124-2871
Attn: Bill Mell
Ph: 303-589-0511
Email: bill.mell@raptek.com

**County:** Sheriff-Coroner Department
320 N. Flower Street
Santa Ana, CA 92703
Attn: Howard Huang
Ph: 714-834-4518
Email: hhuang@ocsd.org
24. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

25. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

26. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

27. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

28. **Liquidated Damages:** It is agreed by and between the Contractor and the County that if this Contract is not fully and completely performed within the terms of the Contract, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by the Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such delay, it is therefore agreed that Contractor will pay to the County liquidated damages in a set amount of $2,500 (two thousand five hundred dollars) for each and every day of delay beyond the dates as set forth in this document for BMC Remedy ARS Upgrade and Implementation.

In the event the liquidated damages as set forth herein are not paid by the Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this Contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If this Contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated
damages. Nothing herein shall be construed as giving the contractor a right to extra time for performance.

29. **Ownership of Work Product:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor, including all product, work, documents, and reports produced by the Contractor ("Work Product"). Work Product furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the Work Product shall be used by the Contractor without the express written consent of the County.

(Signature page follows)
Signature Page

The Parties hereto have executed this Contract# MA-060-19010847 for BMC Remedy ARS Upgrade and Implementation Project on the dates shown opposite their respective signatures below

Contractor*: Rapid Technologies, Inc.

By: _______________________________ Title: PRESIDENT & CEO
Print Name: BILL MILLER Date: 3-26-19

Contractor*: Rapid Technologies, Inc.

By: CAROL SCHUM Title: SECRETARY
Print Name: ERICA SCHUM Date: 3-26-19

*If the contracting party is a corporation, (2) two signatures are required: (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. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purpose, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her title that qualifies under the above described provision.

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.

County Of Orange
A political subdivision of the State of California

Sheriff-Coroner Department

By: _______________________________ Title:
Print Name: ______________________ Date:

Approved by the Board of Supervisors:

Approved as to Form
Office of the County Counsel
Orange County, California

By: Deputy
County of Orange
Sheriff-Coroner

MA-060-19010847
BMC Remedy ARS Upgrade and Service Management Suite Implementation Project
ATTACHMENT A

SCOPE OF WORK

Contractor shall provide BMC Remedy ARS Upgrade and Implementation professional services to Orange County Sheriff's Department (OCSD) as follows:

1. Contractor shall install the latest version of BMC Remedy Action Request System servers and configure the environment for both production and development;
2. Contractor shall migrate current production BMC Remedy custom applications and database to the new version;
3. Contractor shall implement BMC Remedy IT Service Management Suite software at the Information Systems Bureau (“OCSD IT”);
4. Contractor shall implement BMC Remedy Service Management Suite at the Quartermaster Unit for Asset Tracking;
5. Contractor shall train designated OCSD staff all BMC Remedy software and hardware;
6. Contractor shall conduct testing of BMC Remedy software and hardware;
7. Contractor shall be familiar with OCSD’s Remedy production environment and ensure that all current reports and interfaces shall remain and be operating after upgrade and implementation.

History

OCSD has been using the Remedy ARS Server since 1990. Over the years, many custom applications have been developed by the OCSD staff. The following are still in operation:

- Airport Lost and Found
- Asset Inventory Control with Check In and Out
- Critical Incidents Response Team Management
- Control One Radio Check In and Out
- Communications Service Request
- DA Refusal
- Fleet Management
- Harbor Patrol Maintenance
- Information Systems Help Desk
- Homeland Security Grant Asset Tracking
- Intern Timesheets
- IT Training Schedule and Class Enrollment
- Property (Evidence) Requests
- Property (Evidence) Tracking
- PSD Employee Folder Tracking
- PSD-Internal Affairs Case Management
- Quartermaster Asset Tracking
- Records Applications Suite
- Sheriff Response Team Management
- Support Services Purchasing and Approvals
- Theo Lacy Front Desk Vehicle Check Log
- Theo Lacy Main Control Radio Check In and Out
- Civil Support System
- Trial Court Funding Report

The current running version of BMC Remedy ARS Server is 7.6.04. with a Crystal Report Server v. XI for all custom reports. All reports shall remain operating after the version upgrade and migration.
All custom applications were developed using basic features off-the-shelf. No Remedy core tables have been customized or modified. There are some interfaces between the Remedy server and SQL database servers or applications for data sharing or data look-ups. Those interfaces shall remain after the migration and update.

Most of the custom applications are accessed by Remedy User Tool. Only some can be viewed with internet browsers. Some custom flashboards or charts are presented at the browser views.

**Scope of Work**
- Scope of work shall include the following:
  1. Software licenses upgrade
  2. Installation and configuration of BMC AR Server and Remedy Service Management Suite
  3. Migrate and Upgrade custom applications
  4. ITSM Implementation for OCSD IT department
  5. Asset Management Implementation for the Quartermaster
  6. Knowledge transfer and training
  7. Testing of BMC Remedy software and hardware
- Contractor shall start the requirements-gathering workshops within seven (7) weeks of Contract commencement/start date specified in Additional Terms and Conditions, Paragraph 2, Term of Contract (“Contract start date”).
- Contractor shall finalize the project (installation, migration and implementation) within 24 weeks from the Contract start date.
- Contractor shall provide 24/7 customer support service via email or telephone.

1. **Software license upgrade**

OCSD owns licenses of the BMC Remedy ITSM Suite; however, OCSD needs to upgrade to the BMC Service Management Suite in order to have the asset management capabilities.

**List of Current Licenses:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Support Plan</th>
<th>Unit of Measure</th>
<th>Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>BMC Remedy ITSM Suite</td>
<td>BMC Continuous Support</td>
<td>Per enterprise</td>
<td>1</td>
</tr>
<tr>
<td>BMC Service Desk - Floating User license Add-on</td>
<td>BMC Continuous Support</td>
<td>Per concurrent user</td>
<td>10</td>
</tr>
<tr>
<td>BMC Service Desk - User license add-on</td>
<td>BMC Continuous Support</td>
<td>Per named user</td>
<td>5</td>
</tr>
<tr>
<td>BMC Service Management Specialist - Floating User licenses Add-on</td>
<td>BMC Continuous Support</td>
<td>Per concurrent user</td>
<td>43</td>
</tr>
<tr>
<td>BMC Service Management Specialist - User license Add-on</td>
<td>BMC Continuous Support</td>
<td>Per named user</td>
<td>78</td>
</tr>
<tr>
<td>BMC Digital Workplace</td>
<td>BMC Continuous Support</td>
<td>Per named user</td>
<td>3800</td>
</tr>
</tbody>
</table>
New BMC Remedy Service Management Suite Licenses after Upgrade:

<table>
<thead>
<tr>
<th>Description</th>
<th>Product #</th>
<th>Unit of Measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remedy Service Management Suite - Concurrent User License</td>
<td>LP1YC.0.0.00</td>
<td>Per concurrent user</td>
<td>47</td>
</tr>
<tr>
<td>Remedy Service Management Suite - User License</td>
<td>LP1YC.0.0.00</td>
<td>Per named user</td>
<td>101</td>
</tr>
<tr>
<td>BMC Digital Workplace</td>
<td>LPBZA.0.0.00</td>
<td>Per named user</td>
<td>3800</td>
</tr>
</tbody>
</table>

Contractor shall provide maintenance and support (Level 1 Support) for current and upgraded licenses beginning on the Contract start date.

2. **Installation and Configuration Service**

Contractor shall provide services by BMC Software or a BMC Partner/Service Provider to install the BMC Service Management Suite software, to upgrade the current custom applications, to implement its modules for the IT services management and the quartermaster asset management. Services shall include, but not limited to:

- Server Environment Installation and Configuration – Install two identical Remedy ARS environments for Development/Testing and Production. Configure the servers and other components to provide best performance for the use of OCSD ITSM and Asset Management operations. The tasks shall include:
  - Install and configure Remedy application servers and Mid-Tier servers
  - Install and configure Microsoft SQL Database servers
  - Install and configure Smart Reporting servers
  - Configure the ARS servers to interface with Crystal Report servers
  - Install and configure Remedy Single Sign-On (SSO)
  - Configure the ARS environment to be accessed by local and remote clients
  - Configure the interface between ARS Server and Exchange server
  - Optimize the server performance

3. **Migrate and Upgrade Existing Database**

- Contractor shall seamlessly migrate the existing ARS database to the new servers and upgrade to the latest version of ARS.
- Contractor shall restore the interfaces between the ARS server and various database servers.
- Contractor shall upgrade development/test environment to be an exact copy of the production, create a development/testing environment based on the production.

4. **ITSM Suite Installation and Implementation**

Contractor shall install the whole BMC Remedy ITSM Suite of software for both production and development environment:

- CMDB
- Service Desk
Contractor shall conduct a series of requirements-gathering workshops with sections of the OCSD IT staff during implementation to determine the best configuration and approaches:

- Assistance with population of foundation data spreadsheets.
- Loading of foundation data from standard spreadsheets.
- Creating a like-to-like from the current custom inventory system and replace its functionality in ITSM Asset Management module.
- Creating a like-to-like from the current custom Help Desk application (Service Tracking functionality) with ITSM Incident Management module.
- Creating a like-to-like from the current custom Help Desk application (Change Request functionality) with ITSM Change Management module.
- Creating a like-to-like from the current custom Help Desk application (Server Tracking) with ITSM Asset Management module.
- Providing training sessions to IT Staff responsible for various aspects of the IT Operation.
- Providing training to the IT Management on Smart Reporting and Smart IT.

5. **Quartermaster Implementation**

Contractor shall implement IT Management Suite for the Quartermaster unit and its operations. Contractor shall conduct requirements-gathering workshop(s) or meeting(s) with sections of the Quartermaster staff as necessary during implementation to determine the best configuration and approaches:

- **Initial Data Population and Preparation** – Contractor shall import any data or list necessary, for example:
  - Contractor shall import quartermaster equipment list from the existing Access database and spreadsheets to populate relative tables or forms in Remedy environment.
  - Contractor shall import data provided by OCSD for drop-down lists, such as sites, locations, equipment types, employee titles and positions.
  - Contractor shall enable barcode capability for certain types of equipment.

- **User Groups Setup and Permission Configurations** – Contractor shall configure user groups and roles to include the five levels of operational functions with proper permissions. After the configuration, users should be able to perform the following tasks:
  - **Quartermasters** – Administer and manage the application at the top level, control user access, customize reports, manage equipment at the warehouse, distribute equipment to sub-stations or individual employees, manage procurements, etc.
  - **Location Equipment managers** – Track local inventory of equipment; distribute equipment to employees; conduct exchange, replacement and maintenance; conduct daily check in/out; and fast deploy equipment for emergency situations.
  - **Employees** – Receive the equipment based on the role and position, make requests for new equipment or maintenance, receive email notifications for equipment
replacement due to expiration, receive recertification notification, and check out user knowledge base for simple trouble shooting or user guides.

- Executive Management—View the high level dashboards with drill-down analysis and statistics, view the distribution status, availability, and inventory forecasts.

- Software Module Configuration and Preparation
  Contractor shall prepare and configure all modules for the quartermaster operation to facilitate the user functions. After the configuration, users should be able to perform the following tasks:
  - **Procurement**—Manage purchase orders, contracts, employee requests, supervisor approval, vendor management, grants management and purchase agreements.
  - **Tracking**—Receive inventory, track with barcode, enter equipment information including photos and documentation, determine and assign equipment authorization levels, expiration dates and notices, storage sites and locations.
  - **Employee requests**—Request equipment by title and position, supervisor approval, quartermaster approval and assignment, manage pick up schedule and location based on availability.
  - **Daily equipment check-in and check-out**—Division level equipment management staff conducts daily inventory check in and check out. Track outstanding equipment through reports or dashboards.
  - **Fast check out on emergency or urgent deployment**—Able to deploy equipment at a fast speed for urgent incident or event.
  - **Inventory Control**—Management of equipment expiration and warranty. Automatic notifications and reorder reminders. Based on the service levels or thresholds, manage returns, repairs and replacement.
  - **Professional Standard Division standardization implementation**—The division is currently responsible for the ordering, receiving and distribution of certain items, such as badges, uniforms, pins, patches, etc. The implementation will include all activities by the Division to standardize the asset inventory control operations.
  - **Knowledge Base**—Upload and update knowledge base articles and provide user self-service and self-study resource with mobile access.
  - **Configure and integrate with other OCSD database or applications**—Set up or configure connectors to integrate the HR database for employee information lookup, the Armory database for firearms certification or maintenance, Training databases for recertification, Active Directory for Domain user information, and other databases necessary to support the equipment management. All other databases reside in Microsoft SQL servers.

6. **Knowledge Transfer**

Contractor shall train the OCSD IT staff and the Quartermaster staff during the project period through workshops or hands-on training sessions. The training can be conducted either on-site or off-site, as requested by OCSD. The training schedule shall be agreed upon between OCSD and the Contractor; however, normal working days are preferred. Contractor shall provide system configuration documentation as part of the knowledge transfer effort.
7. **Testing**

Contractor shall conduct testing of the new BMC Remedy software and hardware prior to going live and make corrections where needed. Such testing shall include:
- Server configuration and performance test
- Connections with other systems, such as Email server, reporting servers, or other database servers
- Functional tests after each module is installed
- Functional test after each custom application is migrated with OCSD Staff
ATTACHMENT B
COUNTY SUPPLIED ITEMS AND ASSISTANCE

OCSD shall provide the following during course of this project:

- A project manager or a project coordinator to oversee the project
- Virtual servers necessary in the VMware virtual environment
- Operational responsibilities and requirements by user roles and responsibilities
- Resource availability as necessary to provide input throughout implementation
- User group to conduct initial testing before going live
- Availability of OCSD IT staff and selected users to receive training through hands-on and knowledge transfer sessions
1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for BMC Remedy ARS Upgrade and Implementation Project as set forth in Attachment A, “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with the County Contract Terms and Conditions, Article C, Amendments.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. With the exception of the software licenses upgrade, payment shall be tied to completion of the project phases as follows:

<table>
<thead>
<tr>
<th>Phase #</th>
<th>Phase Name</th>
<th>Percentage</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software licenses upgrade</td>
<td>100%</td>
<td>$410,000.00</td>
</tr>
<tr>
<td></td>
<td>o Software Licenses (paid in advance)</td>
<td>100%</td>
<td>$152,520.00</td>
</tr>
<tr>
<td></td>
<td>o Annual Maintenance for the first two (2) years (paid in advance)</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Installation and configuration of BMC AR Server and Remedy Service Management Suite (paid in arrears after phase completion)</td>
<td>10%</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Migration and Upgrade of custom applications (paid in arrears after phase completion)</td>
<td>20%</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>4</td>
<td>ITSM Implementation for IT department (paid in arrears after phase completion)</td>
<td>30%</td>
<td>$66,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Asset Management Implementation for the Quartermaster (paid in arrears after phase completion)</td>
<td>25%</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Knowledge transfer and training (paid in arrears after phase completion)</td>
<td>15%</td>
<td>$33,000.00</td>
</tr>
<tr>
<td><strong>Contract shall not exceed amount for 2 years term</strong></td>
<td></td>
<td></td>
<td><strong>$782,520.00</strong></td>
</tr>
</tbody>
</table>

- Cost shall include six (6) on-site visits, not to exceed 5 (five) days per visit. Additional call back visits to correct errors by Contractor shall not count toward the six (6) visits and shall be at no cost to the County.
- Contractor’s customer loyalty program shall be extended to County, whereby 1% of services revenue Contractor receives from OCSD during the two (2) year contract term (contract
number MA-060-19010847) shall be provided to OCSD as credit toward future Rapid Technologies services, including but not limited to an increase in the services provided pursuant to this Contract and/or the costs of annual maintenance for the three renewal periods, should County elect to renew the Contract. Such credit shall extend past expiration or termination of the Contract.

<table>
<thead>
<tr>
<th>Year Three Cost</th>
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</thead>
<tbody>
<tr>
<td>Annual Maintenance/year</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Year Four Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Maintenance/year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year Five Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Maintenance/year</td>
</tr>
</tbody>
</table>

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor’s Expense:** The Contractor will be responsible for all costs related to travel (including but not limited to transportation, lodging and meals for any on-site visits), photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms:** The invoice for the software licenses upgrade and two years of annual maintenance is to be submitted in advance no later than 15 days after commencement of this Contract as specified in Additional Terms and Conditions, Paragraph 2, Term of Contract. All other invoices are to be submitted in arrears. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange 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.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor’s name and address
   b. Contractor’s remittance address, if different from 1 above
   c. Contractor’s Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department’s Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner/Information Systems  
Attn: Bonnie Blackburn  
320 N. Flower Street  
Santa Ana, CA 92703

9. **Payment (Electronic Funds Transfer (EFT))**  
The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. **Year End and Final Invoices**  
At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day,

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.
ATTACHMENT D

Staffing Plan

1. Primary Staff/Key Personnel to perform Contract duties

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charley Whitt “planning/management”</td>
<td>Senior Consultant</td>
</tr>
<tr>
<td></td>
<td>VP, Professional Services</td>
</tr>
<tr>
<td>Davin Lindner-Green “on-site and remote implementation”</td>
<td>Senior Consultant</td>
</tr>
<tr>
<td>Joe Carapepe “on-site and remote implementation”</td>
<td>Senior Consultant</td>
</tr>
</tbody>
</table>

2. Alternate Staff/Key Personnel (for use only if primary is not available)

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must have comparable training and experience that is at least equivalent to the designated Primary Staff/Key Personnel listed above</td>
<td>Equivalent of classification listed above</td>
</tr>
<tr>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County’s Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the services required. Assignment of additional key personnel shall be subject to County approval in writing. In addition to the rights set forth in paragraph 9 regarding Contractor’s Project Manager removal, County expressly retain the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within 5 business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor’s failure to comply with the County Project Manager’s decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.
January 9, 2019

To: Marian Morcos, Deputy Purchasing Agent

From: Chair of Evaluation Committee, RFP #060-C013506-OP

Subject: Memorandum of Recommendation

Upon review of the proposals submitted in response to the referenced Request for Proposal, the rankings are as listed below. The Evaluation Committee recommends that the (Sheriff-Coroner/Purchasing Division) proceed with negotiations with the top-ranked proposer.

Proposal Rankings

<table>
<thead>
<tr>
<th>Ranking</th>
<th>Vendor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rapid Technologies Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Column Technologies Inc.</td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
</tbody>
</table>

Evaluation Committee Concurrence

<table>
<thead>
<tr>
<th>Evaluator</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

Attached is the Finalized Individual Evaluator’s Scoring Sheets for submittal with the ASR, as appropriate. Should you have any questions, I may be reached at [Contact Information] or via email at [Email Address].
<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
<th>Score</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFEROR'S EXPERIENCE, QUALIFICATIONS</td>
<td>5%</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>PAST EXPERIENCE WITH COUNTY</td>
<td>5%</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>COST PROPOSAL FOR REQUIRED SERVICES</td>
<td>10%</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>OFFEROR'S KNOWLEDGE, UNDERSTANDING AND RESPONSIVENESS</td>
<td>15%</td>
<td>2</td>
<td>30</td>
</tr>
<tr>
<td>DEGREE OF COMPLIANCE AND ABILITY TO MEET COUNTY MODEL CONTRACT, TERMS &amp; CONDITIONS, ATTACHMENTS AND EXHIBITS</td>
<td>5%</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>FINANCIAL STATUS</td>
<td>5%</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>5%</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>TECHNICAL CAPABILITIES AND EXPERTISE</td>
<td>10%</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>PRESENTATION AND DEMONSTRATIONS</td>
<td>40%</td>
<td>2</td>
<td>80</td>
</tr>
<tr>
<td><strong>Written Proposal Evaluation - Must Equal 100%</strong></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
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<td>PRESENTATION AND DEMONSTRATIONS</td>
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<td>2</td>
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<tr>
<td><strong>Written Proposal Evaluation - Must Equal 100%</strong></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>Oral Proposal Evaluation - Must Equal 100%</td>
<td></td>
<td></td>
<td>100%</td>
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<td></td>
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</tr>
<tr>
<td>Evaluation Criteria</td>
<td>Weight</td>
<td>Score</td>
<td>Weighted Score</td>
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<td>---------------------------------------------------------</td>
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<tr>
<td>OFFEROR'S EXPERIENCE, QUALIFICATIONS</td>
<td>5%</td>
<td></td>
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<td>5%</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>DEGREE OF COMPLIANCE AND ABILITY TO MEET COUNTY MODEL,</td>
<td>5%</td>
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</tr>
<tr>
<td>ATTACHMENTS AND EXHIBITS</td>
<td></td>
<td></td>
<td></td>
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<td>5%</td>
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| Written Proposal Evaluation - Must Equal 100%            | 100%   | 0     | 0              |
| Oral Criteria                                           |        |       |                |
| Oral Proposal Evaluation - Must Equal 100%              | 0%     | 0     | 0              |

<p>| Grand Total - Must Equal 100%                           | 100%   | 0     | 0              |</p>
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Written Proposal Evaluation - Must Equal 100%

Oral Criteria

Oral Proposal Evaluation - Must Equal 100%

Grand Total - Must Equal 100%
Contract Summary Form
Rapid Technologies, Inc.

SUMMARY OF SIGNIFICANT CHANGES
N/A

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

CONTRACT OPERATING EXPENSES
See attached excerpt from the contract, which details pricing.
ATTACHMENT C
COMPENSATION AND FEES

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for BMC Remedy ARS Upgrade and Implementation Project as set forth in Attachment A, “Scope of Work.”

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with the County Contract Terms and Conditions, Article C, Amendments.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. With the exception of the software licenses upgrade, payment shall be tied to completion of the project phases as follows:

<table>
<thead>
<tr>
<th>Phase #</th>
<th>Phase Name</th>
<th>Percentage</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software licenses upgrade</td>
<td>100%</td>
<td>$410,000.00</td>
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<tr>
<td></td>
<td>o Software Licenses (paid in advance)</td>
<td></td>
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<tr>
<td></td>
<td>o Annual Maintenance for the first two (2) years (paid in advance)</td>
<td></td>
<td>$152,520.00</td>
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<tr>
<td>2</td>
<td>Installation and configuration of BMC AR Server and Remedy Service Management Suite (paid in arrears after phase completion)</td>
<td>10%</td>
<td>$22,000.00</td>
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<tr>
<td>3</td>
<td>Migration and Upgrade of custom applications (paid in arrears after phase completion)</td>
<td>20%</td>
<td>$44,000.00</td>
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<td>4</td>
<td>ITSM Implementation for IT department (paid in arrears after phase completion)</td>
<td>30%</td>
<td>$66,000.00</td>
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<tr>
<td>5</td>
<td>Asset Management Implementation for the Quartermaster (paid in arrears after phase completion)</td>
<td>25%</td>
<td>$55,000.00</td>
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<tr>
<td>6</td>
<td>Knowledge transfer and training (paid in arrears after phase completion)</td>
<td>15%</td>
<td>$33,000.00</td>
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</table>

**Contract shall not exceed amount for 2 years term** $782,520.00

- Cost shall include six (6) on-site visits, not to exceed 5 (five) days per visit. Additional call back visits to correct errors by Contractor shall not count toward the six (6) visits and shall be at no cost to the County.

- Contractor’s customer loyalty program shall be extended to County, whereby 1% of services revenue Contractor receives from OCSD during the two (2) year contract term (contract
number MA-060-19010847) shall be provided to OCSD as credit toward future Rapid Technologies services, including but not limited to an increase in the services provided pursuant to this Contract and/or the costs of annual maintenance for the three renewal periods, should County elect to renew the Contract. Such credit shall extend past expiration or termination of the Contract.

<table>
<thead>
<tr>
<th>Year Three Cost</th>
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<tr>
<td>Annual Maintenance/year</td>
<td>$82,000.00</td>
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<th>Year Five Cost</th>
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<tbody>
<tr>
<td>Annual Maintenance/year</td>
<td>$82,000.00</td>
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3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5. **Contractor’s Expense:** The Contractor will be responsible for all costs related to travel (including but not limited to transportation, lodging and meals for any on-site visits), photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms:** The invoice for the software licenses upgrade and two years of annual maintenance is to be submitted in advance no later than 15 days after commencement of this Contract as specified in Additional Terms and Conditions, Paragraph 2, Term of Contract. All other invoices are to be submitted in arrears. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange 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.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
March 19, 2019

To: Clerk of the Board of Supervisors

From: Tom Hatch, Chief Human Resources Officer

Concur: Frank Kim, County Executive Officer

Subject: Request for a Closed Session for April 9, 2019

The Human Resource Services department requests a Closed Session on April 9, 2019 with the County's designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), and United Domestic Workers of America (UDWA), and other non-represented employees pursuant to Government Code Section 54957.6.

Accordingly, please prepare the Agenda item to read:

The Human Resource Services department requests a Closed Session on April 9, 2019 with the County's designated negotiating representative, Tom Hatch, to discuss terms and conditions of employment for employees represented by the Orange County Employees Association (OCEA), Orange County Managers Association (OCMA), Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Teamsters Local 952 (Teamsters), Orange County Attorneys Association (OCAA), Association of Orange County Deputy Sheriffs (AOCDS), International Union of Operating Engineers (IUOE), and United Domestic Workers of America (UDWA), and other non-represented employees pursuant to Government Code Section 54957.6.

RECOMMENDED ACTION: Conduct Closed Session
MEMORANDUM

April 2, 2019

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, April 9, 2019, 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).

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jr

cc: Members of the Board of Supervisors
Frank Kim, CEO