

Contract MA-017-#
For
COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR
INDIVIDUALS, FAMILIES, AND SURVIVORS
Between
County Executive Office - Office of Care Coordination
And
TBD



**MA-017-#
BETWEEN
COUNTY OF ORANGE
AND
TBD
FOR
COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES,
AND SURVIVORS**

This Contract MA-017-# for COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES, AND SURVIVORS (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 (“County”), and TBD, a California Non-Profit (Contractor), with County and Contractor sometimes referred to 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 – Business Associate Contract

Exhibit I – Homeless Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES, AND SURVIVORS under a usage Contract; and,

WHEREAS, County solicited Contract for COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES, AND SURVIVORS as set forth herein, and Contractor represented that it is qualified to provide COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES, AND SURVIVORS to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES, AND SURVIVORS to the County 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 Procurement Officer or designee to enter into a Contract for COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES, AND SURVIVORS with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. REFERENCED CONTRACT PROVISIONS

Term: June 1, 2026, through June 30, 2029
Period 1: FY 25-26 June 1, 2026, through June 30, 2026
Period 2: FY 26-27 July 1, 2026, through June 30, 2027
Period 3: FY 27-28 July 1, 2027, through June 30, 2028
Period 4: FY 28-29 July 1, 2028, through June 30, 2029

Maximum Obligation: \$3,391,667

Period 1: \$91,667.00

Period 2: \$1,100,000.00

Period 3: \$1,100,000.00

Period 4: \$1,100,000.00

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

Contractor’s Tax ID Number:

Contractor’s DUNS Number:

Contractor’s Unique Entity Identifier Number:

II. GENERAL TERMS AND CONDITIONS

1. **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,

*County of Orange
County Executive Office - Office of
Care Coordination*

*MA-017-#
COORDINATED ENTRY SYSTEM ADMINISTRATOR(S)
FOR INDIVIDUALS, FAMILIES, AND SURVIVORS*

Page 3 of 43

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.

2. **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 Procurement Agent or designee.

3. **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.

4. **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 Contractor.

5. **Delivery:**

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

6. **Acceptance Payment:**

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

7. **Warranty:**

Contractor expressly warrants that the commodities 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 indemnitees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section 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.

8. **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 the Insurance and Indemnification section, 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.

9. **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.

10. **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.

11. **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 Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. **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.

13. **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.

14. **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 commodities/services furnished by 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.

15. **Changes:**

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. **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 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.

17. **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.

18. **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.

19. **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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. **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.

21. **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.

22. **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.

23. **Employee Eligibility Verification:**

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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

24. **Audits/Inspections:**

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

25. **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.

26. **Expenditure Limit:**

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

27. **California Public Records Act:**

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

III. INDEMNIFICATION AND INSURANCE PROVISIONS

1. **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 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. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. **General Insurance Requirements**

Prior to the provision of services under this Contract, the Contractor agrees to carry 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 current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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**).

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.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.

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/Procurement or the agency/department procurement 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 provide acceptable Certificates of Insurance and endorsements to 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.

3. **Commercial General Liability**

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing 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:

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.
- B. A primary non-contributory 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 shall be excess and non-contributing.

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).

4. **Automobile Liability including coverage for owned, non-owned and hired vehicles**

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

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.

5. **Workers' Compensation**

Minimum limits and coverage

Statutory

County of Orange
County Executive Office - Office of
Care Coordination

MA-017-#

COORDINATED ENTRY SYSTEM ADMINISTRATOR(S)
FOR INDIVIDUALS, FAMILIES, AND SURVIVORS

Page 11 of 43

Required Endorsements

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*.

6. **Employers Liability Insurance****Minimum limits and coverage**

\$1,000,000 per accident or disease

IV. ADDITIONAL TERMS AND CONDITIONS1. **Scope of Contract:**

This Contract specifies contractual terms and conditions by which County will procure COORDINATED ENTRY SYSTEM ADMINISTRATOR(S) FOR INDIVIDUALS, FAMILIES, AND SURVIVORS Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. **Term of Contract:**

The initial term of this Contract shall become effective Friday, May 1, 2026 and shall continue for three (3) calendar years, unless otherwise terminated as provided herein.

3. **Renewal:**

This Contract may be renewed by mutual written agreement of both Parties for two (2) years. 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 County assigned Deputy Procurement Agent (DPA).

5. **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 Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. **Breach of Contract:**

The failure of 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 County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford 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 Contactor for and during the period in which Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. **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.

8. **Conflict of Interest – Contractor’s Personnel:**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. 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 County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. **Conflict of Interest – County Personnel:**

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

10. **W-9/W-8 Requirements:**

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to

the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, 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 County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. **Contractor's Project Manager and Key Personnel:**

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

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. 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 Contract.

12. **Contractor's Expense:**

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.

13. **Contractor's Records:**

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by 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 County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

14. **Conditions Affecting Work:**

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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 County are expressly stated in Contract.

15. **Cooperative Contract:**

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("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" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

16. **Data – Title To:**

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

17. **Default – Re-Procurement Costs:**

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.

18. **Disputes – Contract:**

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, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Contractor shall submit to the agency/department assigned Deputy Procurement 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 County, on its own initiative, has already rendered such a final decision.
- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, 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 Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

19. **Drug-Free Workplace:**

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- A. 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).

- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
1. The dangers of drug abuse in the workplace;
 2. The organization's policy of maintaining a drug-free workplace
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:**

Effective January 1, 2001, 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 County pays \$600 or more or with whom 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 website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

21. **Error 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. **Equal Employment Opportunity:**

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. 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, 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. 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. 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.

23. **Headings:**

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

24. **News/Information Release:**

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 County through County's Project Manager.

25. **Precedence:**

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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.

26. **Subcontracting:**

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

27. **Termination – Orderly:**

After receipt of a termination notice from County of Orange, Contractor may submit to 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 County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in 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 Contract.

28. **Usage:**

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

29. **Usage Reports:**

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of 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 Contract term, or any subsequent renewal term, if applicable.

30. **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.

31. **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 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's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. 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.

32. **Mandatory Kick-Off Meeting:**

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

33. **Permits and Licenses:**

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

34. **Inventory:**

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

35. **Order Dates:**

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

36. **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 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:	TBD
Attn:	TBD
Address:	TBD
Phone:	TBD
Email:	TBD

County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Timothy Kirkconnell
Address:	400 W. Civic Center Drive Santa Ana CA 92701
Phone:	(714) 834-2043
Email:	timothy.kirkconnell@ceo.oc.gov

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe
Address:	400 W. Civic Center Drive Santa Ana CA 92701
Phone:	(714) 834-7273
Email:	eric.axe@ceo.oc.gov

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

TBD

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

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.

Signature	Name	Title	Date
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

		Deputy	
Signature	Name	Title	Date

ATTACHMENT A - SCOPE OF WORK

1. TARGET COORDINATED ENTRY SYSTEM (CES) POPULATION:

The CES primarily provides referrals to shelter and housing programs and supportive services for people who meet the Homeless Emergency Assistance and Rapid Rehousing Transition to Housing (HEARTH) Act of 2009 definition of homelessness and categories as defined in 24 CFR Parts 91, 582 and 583:

- A. **Category 1: Literally Homeless:** Individual or family who lacks a fixed, regular, and adequate nighttime residence meaning:
 - A. An individual or family with a primary night-time residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings; or
 - B. An individual or family living in a publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels or motels paid for by charitable organizations or by federal, state and local government programs); or
 - C. An individual who is exiting an institution where she or he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

- B. **Category 2: Imminent Risk of Homelessness:** Individual or family who will imminently lose their primary nighttime residence, provided that:
 - A. The primary night-time residence will be lost within 14 days of the date of application for homeless assistance;
 - B. No subsequent residence has been identified; and
 - C. The individual or family lacks the resources or support networks needed to obtain other permanent housing.

- C. **Category 3: Homeless Under Other Federal Statutes:** Unaccompanied youth under 25 years of age, or families with Category 3 children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - A. Are defined as homeless under the other listed federal statutes, such as 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - B. Have not had a lease, or ownership interest in permanent housing during the 60 days prior to the homeless assistance application;

- C. Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and
 - D. 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.
- D. Category 4: Fleeing/Attempting to Flee Domestic Violence:** Any individual or family who:
- A. Is fleeing, or 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 family member, including a child, that has either taken place within the individual's or family's primary nighttime residents or has made the individual or family afraid to return to their primary nighttime residents;
 - B. Has no other residence; and
 - C. Lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) to obtain other permanent housing.

In the Orange County Continuum of Care, shelter and housing programs, and supportive services, are often targeted by household type and subpopulation. The following are some additional definitions for the CES Subpopulations as it relates to this RFP:

- A. Individuals refers to adult (aged 18 years or older) only households
- B. Families refers to households with at least one adult (age 18 years or older) and either, at least one minor child (aged 0 to 17), or have one pregnant woman, or is an adult only household in the process of reunification with at least one minor aged child.
- C. Survivors refers to both individuals and families who meet the Category 4 of homelessness

2. **AT-RISK OF HOMELESSNESS:** Additionally, the CES primarily provides referrals to homelessness prevention programs and supportive services programs for households that meet the "at risk" of homelessness definition under § 576.2 of the ESG Program Interim Rule and § 578.3 of the CoC Program Interim Rule. This should not be confused with "imminent risk" of homelessness (Category 2) status.

- A. Category 1: At-Risk of Homelessness:** An individual or family who:
- A. Has an annual income below 30 percent of Median Family Income (MFI) for the area, as determined by HUD; and
 - B. Does not have sufficient resources or support networks, (e.g., family, friends, faith-based or other social networks), immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section;
and

C. Meets one of the following conditions:

1. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
2. Is living in the home of another because of economic hardship;
3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
4. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
5. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
6. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

B. Category 2: At-Risk of Homelessness

A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under Section 387(3) of the Runaway and Homeless Youth Act ([42 U.S.C. 5732a\(3\)](#)), Section 637(11) of the Head Start Act ([42 U.S.C. 9832\(11\)](#)), Section 41403(6) of the Violence Against Women Act of 1994 ([42 U.S.C. 14043e- 2\(6\)](#)), Section 330(h)(5)(A) of the Public Health Service Act ([42 U.S.C. 254b\(h\)\(5\)\(A\)](#)), Section 3(m) of the Food and Nutrition Act of 2008 ([7 U.S.C. 2012\(m\)](#)), or Section 17(b)(15) of the Child Nutrition Act of 1966 ([42 U.S.C. 1786\(b\)\(15\)](#)).

C. Category 3: At-Risk of Homelessness

A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under Section 725(2) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. **CES STAKEHOLDERS:** The CES Administrator(s) will be expected to collaborate, create, and maintain relationships with various CES Stakeholders. CES Stakeholders include the following categories, which are further defined below:

- A. The Orange County CoC Board is the governing body for the Orange County CoC whose purpose and scope is to implement the CoC program, The CoC program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11361-11389). As noted in CFR 24 Part 578.1, the CoC program is designed to:

1. Promote a community-wide commitment to the goal of ending homelessness through Regional Coordination and collaboration.
 2. Advocate for funding and resources to end homelessness and provide funding for proven efforts by nonprofit providers, States, and local governments to quickly rehouse people experiencing homelessness while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness.
 3. Promote access to and effective utilization of mainstream programs by homeless individuals and families.
 4. Promote the implementation of best practices and evidence-based approaches to homeless programming and services.
- B. CoC Committees, primarily the Policies, Procedures and Standard (PPS), and CES Steering Committee support the work of the CoC Board, and often provide as a preliminary review and feedback of proposed policy and operational changes for CES.
1. The PPS Committee was created to continuously review and advise the CoC Board on items related to the governing and committee structures, operational guidelines, decision-making protocols, appointment processes and other matters related to policies, procedures and standards related to the conduct and operation of the Orange County CoC and the CoC Board.
 2. The CES Steering Committee was created to continuously review and advise the CoC Board and PPS Committee on items related to the policies, procedures and operation of the CES in Orange County.
- C. Housing Providers are CES participating agencies that offer housing opportunities that are made available through CES for eligible households to be considered through weekly match meetings. These housing opportunities include but are not limited to rapid rehousing, permanent supportive housing, and housing choice vouchers or affordable housing.
- D. Public Housing Authorities are CES participating agencies that are also a public entity, often at the local or state level, authorized to develop, operate, or assist in the development of housing. These authorities manage publicly owned housing and other federally subsidized housing programs. In Orange County there are four Public Housing Authorities: Anaheim Housing Authority, Garden Grove Housing Authority, Santa Ana Housing Authority, and Orange County Housing Authority.
- E. CES Access Points are non-profit agencies, cities, street outreach teams, and other agencies who operate as a point of entry into CES for households experiencing homelessness or at-risk of homelessness.
- F. Supportive Service Providers are CES participating agencies that offer case management for households that are enrolled into CES or enrolled into a permanent supportive housing program through CES.
- G. Other County contracted technical assistance providers, and other CES funders.

4. **CES ADMINISTRATOR - SERVICE COMPETENCIES:** The CES Administrator(s) will primarily be responsible for developing collaboration between public and private agencies, including but not limited to County Departments, the Orange County CoC, homeless service providers, and community-based organizations. The Administrator will ensure that the CES for Individuals, Families, and Survivors is accessible to and serves Individuals, Families, and Survivors in Orange County in compliance with the CES policies and procedures approved by the CoC Board. The Administrator for the CES for Individuals, Families, and Survivors will be required to fulfill five (5) key competency areas – (1) leadership, (2) system support and guidance, (3) regional coordination (4) system partnerships and (5) data analysis and evaluation. All proposals must demonstrate capacity and expertise in CES requirements and homeless services delivery.

A. **Leadership:** The CES Administrator will provide leadership to ensure the CES component for that specific subpopulation (Individuals, Families, and Survivors) operates with an efficient, clear, and consistent process across all three (3) SPAs. Leadership activities for the CES Administrator may include, but are not limited to:

- A. Acting as primary representative for the CES for Subpopulation
- B. Supporting the expansion of the CES by engaging new partnering agencies and expanding Access Points as directed and in partnership with the County.
- C. Supporting the expansion of the CES by assisting in prioritizing access into additional project types, including but not limited to emergency shelter, transitional housing, interim housing, permanent housing, and homelessness prevention assistance.
- D. Providing training and technical assistance related to the CES policies and procedures.
- E. Ensuring consistent communication with the CES participating agencies within and across SPAs.
- F. Working with regional leadership to create regional goals and strategies towards improving system function and reducing homelessness.
- G. Continuous program evaluation, data analysis, and soliciting participant and CES partner feedback annually with results submitted to the County no later than June 30.
- H. Securing 25 percent match (per fiscal year) to the available CES funding allocation to further enhance the Administrator’s capacity and resources.

B. **System Support and Guidance:** The CES Administrator will provide system support and guidance across all three (3) SPAs to enhance and complement the work of the County who functions as the CES Lead. The system support and guidance will help ensure:

- A. Ease of access to the CES for the subpopulation through identified Access Points and the CES Virtual Front Door.
- B. Consistent regional use of the CES assessment tool and entry of data into the CES community queue in the comparable Homeless Management Information System (HMIS) database.
- C. The Prioritization process is a transparent process and implemented in alignment with adopted CES Policies and Procedures.

- D. Warm hand-off between the CES partnering agencies and housing, shelter and/or supportive service providers.
 - E. Onboarding of new CES participating agencies and housing, shelter and/or supportive service to maximize available resources being prioritized through the CES.
- C. Regional Coordination:** The CES Administrator will assist in facilitating countywide and/or SPA level meetings to increase regional engagement and alignment with the CES and to disseminate information at a regional level. The primary goal of these meetings will be to facilitate care coordination to support participants with connections to appropriate housing resources and supportive services. The meetings shall allow for discussions and problem-solving strategies that reflect the unique needs of Individuals, Families, and Survivors and resources in each SPA and countywide. The CES Administrator will:
- A. Ensure that participants that have been prioritized on the community queue for shelter, housing and/or supportive services resources are actively engaged.
 - B. Create coordination between multiple agencies that may be working with the same participant towards their housing goals.
 - C. Facilitate housing transfers for participants in need of a more appropriate level of care.
 - D. Track matched participant's progress towards permanent housing attainment and addressing any impeding barriers.
 - E. Provide consultation and problem solving for difficult situations/scenarios.
 - F. Ensure that leadership from participating agencies receive information pertaining to the CES operations.
 - G. Will coordinate with the County for facility/office space to facilitate stakeholder meetings and services.
- D. System Partnership:** The CES Administrator will be tasked with developing collaboration across public and private agencies throughout all three (3) SPAs and countywide to support subpopulations with accessing services, shelter and housing from different sectors within the System of Care.
- E. Data Analysis and Evaluation**
- A. The CES is a critical component to the County's efforts in addressing and ending homelessness, therefore, proposer(s) should strategically plan an effective CES Administrator model that supports the community partners of the CES goals and the impact this will have on subpopulations in each SPA and countywide. The selected proposer(s) will propose short and long-term outcome measures to measure impact with both key stakeholders – community partners of the CES and subpopulations. Other measures may be added in the future by County. Respondent(s) will develop ways of evaluating and reporting this impact, as well as utilizing this information to help improve CES outcomes, engagement and future policy development.

- B. The selected Respondent(s) will work with County and stakeholders in the CoC to tailor the CES Administrator’s approach to the program within and across all three (3) SPAs, noting the current homeless service system in the region (countywide and by SPA) and gaps in services and housing resources.
- C. The selected Respondent(s) shall be required to develop a model for the implementation of the CES for the relevant subpopulation - Individuals, Families, and Survivors – in all three (3) SPAs. This will support the selected Respondent(s) in identifying unique opportunities and challenges within the region and creating an implementation plan with these in mind. The model should include program’s input (resources), outcomes (activities, services, participation) and intended outcomes (short-term, intermediate, and long-term). The goal of the model is to be able to create a shared understanding of and focus on CES program goals, performance, and ongoing evaluation.

5. **PERFORMANCE OBJECTIVES:** The selected Proposer shall be required to meet the following performance objectives throughout the term of the Contract. _

- A. The selected proposer(s) shall be required to collect data for performance objectives and report the following key performance indicators (KPIs) as needed in support of the following performance objectives:
 1. On a monthly basis, report on the following deliverables and outcomes by the 10th (or last business day prior to the 10th) for the previous month:
 2. Number of unduplicated households enrolled in the CES program
 3. Number of unduplicated households enrolled in the CES program by CES Access Point
 4. Number of unduplicated households enrolled in the CES Community Queue by subpopulations
 5. Number of new assessments and referrals to the CES Community Queue
 6. Chronically homeless households on the CES Community Queue
 7. Number of CES households successfully exited to a permanent housing resource through the CES
 8. Number of specific permanent housing exits through the CES
 9. Number of CES households successfully diverted and exited from the CES program to a permanent housing outcome without the use of CES housing opportunities
 10. Number of CES households that have been exited from the CES program due to non-contact
 11. Number of total housing opportunities made available
 12. Number of total successful referrals made to housing opportunities
 13. Number of total emergency shelter opportunities made available through Bed Reservation

14. Number of total successful referrals made to emergency shelter opportunities made available through Bed Reservation
- B. On an annual basis, report on the following deliverables and outcomes by August 1st (or last business day prior to August 1st):
1. Improved process of permanent housing placements for Individuals, Families, and Survivors
 2. Number of people and households successfully attaining permanent housing broken out by:
 - a. CES program housing outcomes
 - b. Diversion or problem-solving without the use of CES housing opportunities
 3. The average length of time participants are on the Community Queue
 4. CES analysis and continuous improvement plan addressing the four (4) key components of CES –1) access, 2) assessment, 3) prioritization, and 4) referral
 5. Number of CES participating agencies
6. **BUDGET:**

Contract Period: June 1, 2026, through June 30, 2029

	Period 1: FY 25-26 June 1, 2026 – June 30, 2026	Period 2: FY 26-27 July 1, 2026 – June 30, 2027	Period 3: FY 27-28 July 1, 2027 – June 30, 2028	Period 4: FY 28-29 July 1, 2028 – June 30, 2029
ADMINISTRATIVE COSTS				
SALARIES				
BENEFITS				
INDIRECT				
TOTAL ADMIN. COST	\$9,167.00	\$110,000.00	\$110,000.00	\$110,000.00
PROGRAM COSTS				
SALARIES				
BENEFITS				
SERVICES AND SUPPLIES				
TOTAL PROGRAM COSTS	\$82,500.00	\$990,000.00	\$990,000.00	\$990,000.00
START UP COSTS				
START UP				

TOTAL START UP COSTS	\$91,667.00	N/A	N/A	N/A
TOTAL COST	91,667.00	\$1,100,000.00	\$1,100,000.00	\$1,100,000.00

- A. Price Increase/Decreases: No price increases will be considered during the first year of the Contract. 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 for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. 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 Contract. Adjustments increasing Contractor's profit will not be allowed.
- B. 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 County during the term of this Contract not otherwise specified and provided for within this Contract.
- C. Contractor's Expense: 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.
- D. 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 thirty (30) days after receipt of an invoice in a format acceptable to 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 Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet 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.

- E. 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:
1. Contractor's name and address
 2. Contractor's remittance address, if different from "A" above

3. Name of County Agency/Department
4. Delivery/Service address
5. MA-017-#
6. Date of order
7. Product/Service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/Delivery Charges, if applicable
10. Total
11. Invoices and support documentation are to be forwarded to:

County Executive Office - CPO
 Attn: Accounts Payable
 400 W. Civic Center Dr. 3rd Floor
 Santa Ana, CA 92701
 Email: occinvoices@ceo.oc.gov Cc: CEOCarecoordination@ceo.oc.gov

F. Payment (Electronic Funds Transfer (EFT)): 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. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

7. **STAFFING:**

All personnel assigned to the performance of the services will be closely evaluated by County. Staffing should reflect diverse populations served and demonstrate capacity to function as the provider for the Program. Staffing should at a minimum include English and Spanish speaking personnel. Staff should demonstrate the ability to communicate effectively in both written and verbal formats, and the ability to problem solve effectively within the structure of the program, the contract, and budgetary parameters, as appropriate to their respective job descriptions.

	Period 1: FY 25-26 June 1, 2026 – June 30, 2026	Period 2: FY 26-27 July 1, 2026 – June 30, 2027	Period 3: FY 27-28 July 1, 2027 – June 30, 2028	Period 4: FY 28-29 July 1, 2028 – June 30, 2029
ADMIN FTES				

TOTAL ADMIN FTES				
DIRECT PROGRAM FTES				
TOTAL DIRECT PROGRAM FTES				
TOTAL FTES				

8. **ADDITIONAL WORK CLAUSE FOR APPLICABLE SERVICE CONTRACTS:**

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager’s written approval prior to commencing any additional work.
- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, County’s Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

9. **BOARD OF SUPERVISORS APPROVAL:**

Approval by the Board of Supervisors is required for all service contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000.

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

ATTACHMENT B - BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract **MA-017-#** that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract **MA-017-#**, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract **MA-017-#**.

4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract **MA-017-#** in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract **MA-017-#**.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or

person acting under the authority of Contractor or County , if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

iii. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

ii. The unauthorized person who used the PHI or to whom the disclosure was made;

iii. Whether the PHI was actually acquired or viewed; and

iv. The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “Designated Record Set” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect Contractor’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Contract or as required by law.

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract **MA-017-#**, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.

3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.

4. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Contract.

5. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business

Associate Contract to Contractor with respect to such information.

7. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524.

8. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

9. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.

10. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract **MA-017-#**, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

13. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both Parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

b. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.

2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at:

OCIT CEO SECURITY	
<p>Andrew Alipanah, MBA, CISSP Chief Information Security Officer 721 S. Parker Street Suite 200 Orange, CA 92868 (714) 567-7611 Andrew.Alipanah@ocit.ocgov.com</p>	<p>Linda Le, CHPC, CHC, CHP County Privacy Officer 721 S. Parker Street Suite 200 Orange, CA 92868 (714) 834-4082 Linda.Le@ocit.ocgov.com</p>

a. Contractor’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. Contractor’s notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

5. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

8. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

9. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract **MA-017-#**, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

a. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

b. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

i. The Disclosure is required by law; or

ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.

2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

3. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.

4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

2. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

3. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:

a. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Contract **MA-017-#**, if Contractor is unwilling or unable to cure the material breach or end the violation within thirty (30) days, provided termination of the Contract **MA-017-#** is feasible.

2. Upon termination of the Contract **MA-017-#**, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract **MA-017-#**.

EXHIBIT I - HOMELESS PILLARS ATTESTATION

Commission to End Homelessness Homeless Service System Pillars Attestation



Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter, and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - <https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf>
- Summary Document - <https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf>

Commission to End Homelessness
Homeless Service System Pillars Attestation



1. Provider recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

Initial _____

2. Provider acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

Initial _____

3. Provider acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

Initial _____

4. Provider recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

Initial _____

5. Provider attests the contract submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. Provider also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

(Signature Required)

(Date)