

**CONTRACT FOR PROVISION OF  
HUNTINGTON BEACH OASIS HOMEKEY PROGRAM SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
AMERICAN FAMILY HOUSING  
JULY 19, 2022 THROUGH JUNE 30, 2027**

THIS CONTRACT entered into this 19<sup>th</sup> day of July, 2022 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and American Family Housing, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall be administered by the County Procurement Officer of the COUNTY or an authorized designee ("ADMINISTRATOR").

**WITNESSETH:**

**WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Huntington Beach Oasis Homekey Program Services described herein to the residents of Orange County; and**

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 19, 2022 through June 30, 2027

Period One means the period from July 19, 2022 through June 30, 2023

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

Period Three means the period from July 1, 2024 through June 30, 2025

Period Four means the period from July 1, 2025 through June 30, 2026

Period Five means the period from July 1, 2026 through June 30, 2027

**Maximum Obligation:**

Period One Maximum Obligation: \$1,920,296

Period Two Maximum Obligation: \$1,784,784

Period Three Maximum Obligation: \$1,838,333

Period Four Maximum Obligation: \$1,893,482

Period Five Maximum Obligation: \$1,763,105

**TOTAL MAXIMUM OBLIGATION:** \$9,200,000

**Basis for Reimbursement:** Actual Costs

**Payment Method:** Arrears

**CONTRACTOR DUNS Number:** 18-840-6474

**CONTRACTOR TAX ID Number:** 33-0071782

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Procurement Services  
400 West Civic Center Drive  
5<sup>th</sup> Floor  
Santa Ana, CA 92701-4637

**CONTRACTOR:** American Family Housing  
15161 Jackson Street  
Midway City, CA 92655-1432  
ATTN: Myles A. Pienemann II,  
Chief Executive Officer  
milo@afhusa.org

**I. ACRONYMS**

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

1		
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4	A. BHS	Behavioral Health Services
5	B. CalOMS	California Outcomes Measurement System
6	C. CalWORKs	California Work Opportunity and Responsibility for Kids
7	D. CAP	Corrective Action Plan
8	E. CCC	California Civil Code
9	F. CCR	California Code of Regulations
10	G. CESI	Client Evaluation of Self at Intake
11	H. CEST	Client Evaluation of Self and Treatment
12	I. CFDA	Catalog of Federal Domestic Assistance
13	J. CFR	Code of Federal Regulations
14	K. CHPP	COUNTY HIPAA Policies and Procedures
15	L. CHS	Correctional Health Services
16	M. COI	Certificate of Insurance
17	N. CPA	Certified Public Accountant
18	O. CSW	Clinical Social Worker
19	P. DHCS	California Department of Health Care Services
20	Q. D/MC	Drug/Medi-Cal
21	R. DPFS	Drug Program Fiscal Systems
22	S. DRS	Designated Record Set
23	T. EEOC	Equal Employment Opportunity Commission
24	U. EHR	Electronic Health Records
25	V. EOC	Equal Opportunity Clause
26	W. ePHI	Electronic Protected Health Information
27	X. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
28	Y. FFS	Fee For Service
29	Z. FTE	Full Time Equivalent
30	AA. GAAP	Generally Accepted Accounting Principles
31	AB. CEO	County Executive Office
32	AC. HHS	Federal Health and Human Services Agency
33	AD. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
34		Law 104-191
35	AE. HITECH	Health Information Technology for Economic and Clinical Health
36		Act, Public Law 111-005
37	AF. HIV	Human Immunodeficiency Virus

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

A. This Contract, together with Exhibits A and B attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.

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

**III. ASSIGNMENT OF DEBTS**

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

**IV. COMPLIANCE**

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

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

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

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

1 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

26 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
27 retained to provide services related to this Contract monthly to ensure that they are not designated as  
28 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services  
29 Administration's Excluded Parties List System or System for Award Management, the Health and Human  
30 Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal  
31 Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of  
32 employment, and/or any other list or system as identified by ADMINISTRATOR.

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
36 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of  
37 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or



1 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
2 CONTRACTOR has elected to use its own).

3 2. An Ineligible Person shall be any individual or entity who:

4 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal  
5 and state health care programs; or

6 b. has been convicted of a criminal offense related to the provision of health care items or  
7 services and has not been reinstated in the federal and state health care programs after a period of  
8 exclusion, suspension, debarment, or ineligibility.

9 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
10 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
11 Contract.

12 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to  
13 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its  
14 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of  
15 California health programs and have not been excluded or debarred from participation in any federal or  
16 state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible  
17 Person in their employ or under contract.

18 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
19 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
20 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
21 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

22 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal  
23 and state funded health care services by contract with COUNTY in the event that they are currently  
24 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
25 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
26 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
27 business operations related to this Contract.

28 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
29 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
30 Such individual or entity shall be immediately removed from participating in any activity associated with  
31 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
32 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly  
33 return any overpayments within forty-five (45) business days after the overpayment is verified by  
34 ADMINISTRATOR.

35 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance  
36 Training available to Covered Individuals.

37

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

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

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

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

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

14 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider  
15 Training, where appropriate, available to Covered Individuals.

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

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

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

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

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

29 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

35 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for  
36 payment or reimbursement of any kind.  
37

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

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

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

9 6. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural  
10 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural  
11 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
12 §1810.410.subds.(c)-(d).

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

#### 19 20 **V. CONFIDENTIALITY**

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

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

#### 31 32 **VI. CONFLICT OF INTEREST**

33 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
34 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
35 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods  
36 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to  
37 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or

1 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence  
2 or appear to influence COUNTY staff or elected officers in the performance of their duties.

### 4 **VII. COST REPORT**

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

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

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

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

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

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

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

33 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less  
34 applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in  
35 the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to  
36 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,  
37 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is

subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

Signed \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_"

### **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONTRACTOR certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
2. Have not within a three-year period preceding this Contract been convicted of or had a civil

1 judgment rendered against them for commission of fraud or a criminal offense in connection with  
2 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
3 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,  
4 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen  
5 property.

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

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

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

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

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

## 21 22 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

28 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
29 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
30 new owners shall be required under the terms of sale or other instruments of transfer to assume  
31 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction  
32  
33 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
34 the prior written consent of COUNTY.

35 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
36 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of  
37 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
2 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
3 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

37 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts

1 claimed for subcontracts not approved in accordance with this paragraph.

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

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

#### 14 15 **X. DISPUTE RESOLUTION**

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

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

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

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

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

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



1 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
2 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
3 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such  
4 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree  
5 to waive any and all rights to request that an action be transferred for adjudication to another county.  
6

#### 7 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

8 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
9 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
10 consultants performing work under this Contract meet the citizenship or alien status requirements set forth  
11 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and  
12 consultants performing work hereunder, all verification and other documentation of employment  
13 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
14 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they  
15 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
16 employees, subcontractors, and consultants for the period prescribed by the law.  
17

#### 18 **XII. EQUIPMENT**

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

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

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

1 Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

### 20 21 **XIII. EXPENDITURE AND REVENUE REPORT**

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

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

### 28 29 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

35 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies  
36 as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for  
37 the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum

1 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount  
2 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
3 services, staffing, facilities or supplies.

4  
5 **XV. INDEMNIFICATION AND INSURANCE**

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

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

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

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

- 37 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability,

claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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

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

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

#### F. QUALIFIED INSURER

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

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

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

#### Coverage

#### Minimum Limits

Commercial General Liability

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

Automobile Liability including coverage  
for owned, non-owned, and hired vehicles  
(4 passengers or less)

\$1,000,000 per occurrence

Workers' Compensation

Statutory

Employers' Liability Insurance

\$1,000,000 per occurrence

Network Security & Privacy Liability

\$1,000,000 per claims -made

1	Professional Liability Insurance	\$1,000,000 per claims -made
2		\$1,000,000 aggregate
3	Sexual Misconduct Liability	\$1,000,000 per occurrence
4		
5	Employee Dishonesty	\$1,000,000 per occurrence
6	(Client Coverage)	(Limit commensurate with
7		exposure)
8		

#### 9 H. REQUIRED COVERAGE FORMS

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

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

#### 14 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

**WRITTEN CONTRACT.**

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

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

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

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

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

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

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

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

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

**U. SUBMISSION OF INSURANCE DOCUMENTS**

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

a. Prior to the start date of this Contract.

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

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

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

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

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

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

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

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

#### **XVI. INSPECTIONS AND AUDITS**

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

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

#### **C. AUDIT RESPONSE**

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as

1 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
2 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
3 (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

## 18 19 **XVII. LICENSES AND LAWS**

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

### 25 **B. CHILD SUPPORT OBLIGATIONS**

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

## 32 33 34 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

35 A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or  
36 reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial  
37



1 advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's  
2 prior written consent is expressly prohibited.

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

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

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

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

12 a. any commercial product or service; and,

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

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

## 21 22 **XIX. MAXIMUM OBLIGATION**

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

## 26 27 **XX. MINIMUM WAGE LAWS**

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

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

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

5  
6 **XXI. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

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

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

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

34  
35 6. Each labor union or representative of workers with which CONTRACTOR and/or  
36 subcontractor has a collective bargaining contract or other contract or understanding must post a notice  
37 advising the labor union or workers' representative of the commitments under this Nondiscrimination

1 Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants  
2 for employment.

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

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

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

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

32 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
33 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.  
34

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with  
36 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented  
37 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et

1 seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination  
2 against qualified persons with disabilities in all programs or activities, and if applicable, as implemented  
3 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding  
4 legislation.

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

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

#### 13 14 **PXXII. NOTICES**

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

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

20 2. When faxed, transmission confirmed;

21 3. When sent by Email; or

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

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

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

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

#### 34 35 **XXIII. NOTIFICATION OF DEATH**

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

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

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

7 2. WRITTEN NOTIFICATION

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

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

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

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

20  
21 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

29  
30 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

34  
35 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
36 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records  
37 shall include, but not be limited to, individual patient charts and utilization review records.

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

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

8           4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
9 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
10 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with  
11 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

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

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

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

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

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

37           1. The medical records and billing records about individuals maintained by or for a covered

1 health care provider;

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

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

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

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

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

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

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

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

## 20 21 **XXVI. RESEARCH AND PUBLICATION**

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

## 25 **XXVII. REVENUE**

26 A. CLIENT FEES – CONTRACTOR shall charge a fee to Clients to whom services are provided  
27 pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system  
28 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,  
29 but it shall not exceed the actual cost of services provided. No person shall be denied services because of  
30 an inability to pay.

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

34  
35 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
36 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide  
37 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR

1 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which  
2 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

#### 3 4 **XXVIII. SEVERABILITY**

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

#### 10 11 **XXIX. SPECIAL PROVISIONS**

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

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

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

- 35 1. Funding travel or training (excluding mileage or parking).
- 36 2. Making phone calls outside of the local area unless documented to be directly for the purpose  
37 of Client care.



- 1        3. Payment for grant writing, consultants, certified public accounting, or legal services.  
2        4. Purchase of artwork or other items that are for decorative purposes and do not directly  
3 contribute to the quality of services to be provided pursuant to this Contract.

4  
5                    **XXX. STATUS OF CONTRACTOR**

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

17  
18                    **XXXI. TAX LIABILITY**

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

26                    **XXXII. TERM**

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

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

35                    **XXXIII. TERMINATION**

36        A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted  
37 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance

1 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and  
2 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by  
3 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the  
4 Contract could be terminated.

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

- 7 1. The loss by CONTRACTOR of legal capacity.
- 8 2. Cessation of services.
- 9 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
10 another entity without the prior written consent of COUNTY.
- 11 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
12 ~~required pursuant to this Contract.~~

13 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
14 Contract.

15 6. The continued incapacity of any physician or licensed person to perform duties required  
16 pursuant to this Contract.

17 7. Unethical conduct or malpractice by any physician or licensed person providing services  
18 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
19 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
20 Contract.

21 C. CONTINGENT FUNDING

22 1. Any obligation of COUNTY under this Contract is contingent upon the following:

- 23 a. The continued availability of federal, state and county funds for reimbursement of  
24 COUNTY's expenditures, and
- 25 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
26 approved by the Board of Supervisors.

27 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
28 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given  
29 CONTRACTOR. ~~If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,~~  
30 ~~CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

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

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

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

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

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

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

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

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

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

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

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

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

#### 27 28                           **XXXIV. THIRD PARTY BENEFICIARY**

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

#### 31 32                           **XXXV. WAIVER OF DEFAULT OR BREACH**

33          Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
34 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
35 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default  
36 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.  
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SIGNATURE PAGE

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

AMERICAN FAMILY HOUSING

BY:  DATED: 6/21/2022  
DocuSigned by:  
Milo Pinemann  
00125720B67F480...

TITLE: Chief Executive Officer

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

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

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

PURCHASING AGENT/DESIGNEE

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

BY:  DATED: 6/22/2022  
DocuSigned by:  
Brittany McLean  
9713A4001D4343D...

DEPUTY

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

COUNTY OF ORANGE, COUNTY EXECUTIVE OFFICE  
AMERICAN FAMILY HOUSING

MA-017-22011865

**EXHIBIT A**  
**TO CONTRACT FOR PROVISION OF**  
**HUNTINGTON BEACH OASIS HOMEKEY PROGRAM SERVICES**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**AMERICAN FAMILY HOUSING**  
**JULY 19, 2022 THROUGH JUNE 30, 2027**

**I. SCOPE OF SERVICES SUMMARY**

**A. OVERVIEW**

1. The HB-Oasis Homekey Program (HB Oasis) located at 17251 Beach Boulevard, Huntington Beach, will provide interim housing services for up to 62 units for adult individuals and households experiencing homelessness in the Central Service Planning Area. The HB Oasis will provide property management, residential and supportive services that meet the complex needs of people experiencing homelessness. HB Oasis will provide trauma informed, and evidence-based interim operations by identifying tools and re-integrating participants back into the community through case management and linkages to permanent housing.

2. CONTRACTOR shall perform all services set forth in the program description and is responsible for administering the program funded with federal, state and local funds, described as follows, in a manner satisfactory to COUNTY and consistent with any required funding standards. All work shall be performed in accordance and compliance with all latest applicable codes, standards, and regulations and guidelines established at the HB Oasis in accordance with the County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care).

3. CONTRACTOR shall:

a. Enter into a five (5) year operational Contract with COUNTY to operate and provide services associated with the HB Oasis Homekey Program.

b. Ensure Homekey Program services provided to individuals experiencing homelessness use best practices to maintain a safe and healthy environment for program participants and the community.

c. Assist Participants to achieve housing stability and self-sufficiency to the maximum extent feasible.

**B. PROGRAM DESCRIPTION SUMMARY**

1. The property will be operated as interim housing for a period of up to five years and will ultimately be converted into Permanent Supportive Housing (PSH) for low-income residents. CONTRACTOR will provide trauma informed supportive services with an emphasis on housing stabilization, self-sufficiency and support services to permanent housing. CONTRACTOR is responsible for direct service engagement in addition to mobilizing and leveraging community programs using co-

1 location partnerships to meet the stabilization and housing goals for Participants.

2 2. The HB Oasis Homekey Program must operate in accordance with the Orange County's  
3 Standards of Care, a comprehensive set of administrative, operational, and facility-based standards  
4 designed to support the quality and consistency of program operations, evidence-based participant services,  
5 core organizational/administrative functions, and facility design/operations.

6 C. ELIGIBLE POPULATION TO BE SERVED

7 1. The target population for the HB Oasis will be defined by the U.S. Department of Housing  
8 and Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final Rule  
9 on "Defining Homeless" (24 CFR parts 91, 576 and 578) or persons who would meet the HUD criteria for  
10 defining homelessness upon exiting an institution.

11 2. Additionally, all referrals to the HB Oasis site must go through the Coordinated Entry System  
12 (CES). The program will prioritize those experiencing homelessness in the Central Service Planning Area.  
13 The referral process will ensure a bed is available and determine if the individual is appropriate for the  
14 program.

15 D. REFERRALS AND BED RESERVATION

16 1. Referrals into the program must be made through CES with a prioritization for chronic  
17 homelessness and homeless individuals impacted by COVID-19 with underlying health conditions and/or  
18 65 and over, within the Central Service Planning Area.

19 2. No walk-ups are allowed to identified site(s). Referrals and transportation will be coordinated  
20 by CES and CONTRACTOR.

21 3. All referrals must be screened for open felony warrants and status as a registered sex offender.  
22 If a referral has an open felony warrant(s) or is a registered sex offender, the referral is not eligible.

23 E. USE OF FUNDS

24 1. The funds allocated to CONTRACTOR through this Contract will support the provision of  
25 interim housing services and enhanced supportive services to increase linkages to permanent housing. The  
26 funds for this Contract may include federal, state and local funds which eligible activities would align with  
27 the provision of services and operations of the HB Oasis Homekey Program.

28 F. REPORTING

29 1. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a form  
30 acceptable and agreed upon by COUNTY. The reporting shall support COUNTY in evaluating  
31 CONTRACTOR's performance as it relates to participant data, program linkages and units of services.

32 2. CONTRACTOR must utilize the Homeless Management Information System (HMIS) to  
33 comply with HUD's data collection, management, and reporting standards and to collect participant-level  
34 data and data on the provision of housing and services to homeless individuals at the HB Oasis Homekey  
35 Program.

36 3. CONTRACTOR must work with COUNTY in compiling and submitting reports related to  
37 funding sources allocated for the provision of services at the HB Oasis Homekey Program.

**II. BUDGET**

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

ADMINISTRATION	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	TOTAL
COSTS	ONE	TWO	THREE	FOUR	FIVE	
Services and Supplies	<u>\$27,022</u>	<u>\$130,439</u>	<u>\$134,352</u>	<u>\$138,383</u>	<u>\$134,417</u>	<u>\$564,613</u>
SUBTOTAL						
ADMINISTRATION	\$27,022	\$130,439	\$134,352	\$138,383	\$134,417	\$564,613
COSTS						
PROGRAM COSTS						
Salaries	\$524,158	\$611,548	\$629,895	\$648,791	\$570,223	\$2,984,615
Benefits	\$125,241	\$152,887	\$157,476	\$162,200	\$142,556	\$740,360
Services and Supplies	\$775,725	\$889,910	\$916,610	\$944,108	\$915,909	\$4,442,262
Start-Up Funds	<u>\$468,150</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$468,150</u>
SUBTOTAL						
PROGRAM	<u>\$1,893,274</u>	<u>\$1,654,345</u>	<u>\$1,703,981</u>	<u>\$1,755,099</u>	<u>\$1,628,688</u>	<u>\$8,635,387</u>
COSTS						
TOTAL COSTS	\$1,920,296	\$1,784,784	\$1,838,333	\$1,893,482	\$1,763,105	\$9,200,000

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three, Period Four, and Period Five Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of COUNTY, as specified in the Referenced Contract Provisions of this Contract.



1 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
2 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of  
3 service for which payment is claimed. Any apportionment of or distribution of costs, including indirect  
4 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made  
5 in accordance with GAAP, and Medicare regulations. The Participant eligibility determination and fee  
6 charged to and collected from Participants, together with a record of all billings rendered and revenues  
7 received from any source, on behalf of Participants treated pursuant to the Contract, must be reflected in  
8 CONTRACTOR's financial records.

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

### 11 III. PAYMENTS

12  
13 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$160,025  
14 for Period One, \$148,732 for Period Two, \$153,194 for Period Three, \$157,790 for Period Four, and  
15 \$146,925 for Period Five, estimated at one month's projected contract costs. In addition, COUNTY shall  
16 pay \$468,150 in start-up funds upon execution of the Contract. Any unspent portion of the start-up funds  
17 received under this Contract shall be returned to COUNTY. CONTRACTOR agrees that all payments are  
18 interim payments only, and subject to auditing by COUNTY and/or other regulatory body with auspices  
19 over funding and maybe subject to recoupment in the event said expenditures cannot be substantiated by  
20 source documentation collected and maintained by CONTRACTOR, to include but not be limited to  
21 receipts, purchase orders, ledgers, books, check stubs, invoices, records, etc. confirming expenses incurred  
22 and paid out (expended). Lack of supporting source documentation of any expenditure claimed to  
23 COUNTY and reimbursed to CONTRACTOR under this Contract shall be immediately subject to  
24 recoupment by COUNTY. All payments are interim payments only, and subject to Final Settlement in  
25 accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed  
26 for the actual cost of providing the services hereunder; provided, however, the total of such payments do  
27 not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract,  
28 and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal  
29 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which  
30 the provisional amount specified above has not been fully paid.

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

35 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
36 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may  
37 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the

1 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred  
2 by CONTRACTOR.

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

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

#### 11 12 **IV. PROGRAM DESCRIPTION**

13 A. The HB-Oasis Homekey Program (HB Oasis) located at 17251 Beach Boulevard, Huntington  
14 Beach, will provide interim housing services for up to 62 units for adult individuals and households  
15 experiencing homelessness in the Central Service Planning Area. The HB Oasis will play an integral  
16 component to the infrastructure for the Orange County System of Care and provide individualized  
17 supportive services to meet the complex needs of those experiencing homelessness.

18 B. The HB Oasis will operate to support the complex needs of Participants by providing on-site  
19 supportive and stabilizing services. This includes engaging Participants in a meaningful and professional  
20 manner in mutually developing individualized service/housing plans with the goal of permanent housing.  
21 CONTRACTOR is responsible for direct service engagement in addition to mobilizing and leveraging  
22 community programs using co-location partnerships to meet the stabilization and housing goals for  
23 Participants. CONTRACTOR must provide a trauma informed, and evidence-based interim housing  
24 services that re-integrates Participants back into the community through case management and linkage to  
25 permanent housing.

#### 26 27 **V. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS**

28 A. The target population for the HB Oasis will be defined by the U.S. Department of Housing and  
29 Urban Development (HUD) criteria for defining homelessness, Categories 1 and 4, per the Final Rule on  
30 "Defining Homeless" (24 CFR parts 91, 576 and 578) or persons who would meet the HUD criteria for  
31 defining homelessness upon exiting an institution.

##### 32 **1. Category 1: Literally Homeless**

33 An individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

34 a. Has a primary nighttime residence that is a public or private place not meant for human  
35 habitation;

36 b. Is living in a publicly or privately operated shelter designated to provide temporary living  
37 arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by

1 charitable organizations or by federal, state and local government programs); or

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

5 2. Chronic Homeless

6 An individual who:

7 a. Has been continuously homeless for a year or more;

8 b. Sleeping in a place not meant for human habitation (e.g., living on the streets for example)  
9 OR living in a homeless emergency shelter); or

10 c. Has had four (4) episodes of homelessness in the last three (3) years.

11 3. Category 4: Fleeing/Attempting to flee Domestic Violence

12 An individual who:

13 a. Is fleeing, or is attempting to flee, domestic violence

14 b. Has no other residence; and

15 c. Lacks the resources or support networks to obtain other permanent housing  
16

17 **VI. SERVICES**

18 A. CONTRACTOR is responsible for the day-to-day operations of the HB Oasis Homekey Program,  
19 on an ongoing basis. CONTRACTOR must:

20 1. Operate the HB Oasis 24 hours a day, seven days a week, 365 days a year and must provide  
21 access to staff and services for active Participants at all times.

22 2. Provide routine supportive services, at a minimum, Monday through Sunday from 8:00 a.m.  
23 to 5:00 p.m. Weekend and evening hours are necessary, and CONTRACTOR shall modify the hours of  
24 operation to include any additional weekend hours in order to meet Participants' needs as required.

25 3. Provide daily presence of supportive staff and security on site, seven days a week.

26 4. Conduct daily wellness checks, participant monitoring and weekly room checks.

27 5. Execute the following core operational activities and responsibilities:

28 a. Incorporate best and evidenced-based practices, including Housing First, trauma-  
29 informed care and harm reduction.

30 b. Execute services that provide stability and safety for Participants, staff, co-located  
31 community service providers and volunteers.

32 c. Facilitate connections to healthcare needs, benefits, and behavioral health services.

33 d. Provide case management to support mutually developed and individualized  
34 service/housing plans to facilitate exits to permanent housing and/or an appropriate higher level of care.

35 e. Develop and operationalize a robust network of wrap around services including co-  
36 location of services leveraged from community-based program partnerships and volunteer organizations.  
37

1 f. Maintain programmatic accessibility for all Participants ensuring full inclusion of services  
2 within the project.

3 g. Develop and execute a transportation plan that meets the needs of the Participants being  
4 referred in. Transportation plans must accommodate to provide access to Participants that may need to be  
5 transported to essential appointments.

6 6. Execute all items within the County of Orange Standards of Care. Standards of Care provide  
7 a comprehensive set of administrative, operational, facility-based standards designed to support the quality,  
8 and consistency of program operations, evidence-based participant services, core  
9 organizational/administrative functions, and facility design/operations.

10 7. Keep and maintain the facility in a neat, clean, orderly, safe, and sanitary condition. Said  
11 maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of  
12 accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private  
13 nuisance.

## 14 **VII. OPERATIONS OF HB OASIS HOMEKEY PROGRAM**

### 15 **A. CONTRACTOR's Administrative Responsibilities**

#### 16 **1. Staffing and Program Oversight**

17 a. Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for  
18 the HB Oasis. The plan should include staffing, volunteers, meals, security, janitorial and supportive  
19 services.

20 b. CONTRACTOR is directly responsible for the management and supervision of the  
21 program. A program Director or equivalent shall be "on call" to appropriately respond to County Program  
22 Manager and related staff for emergencies. An emergency contact list must be maintained and distributed  
23 to include 24-hour emergency phone numbers. CONTRACTOR will work with local law enforcement to  
24 develop an emergency response plan for site.

25 c. Provide effective administrative management of the budget, staffing, recording, and  
26 reporting portion of the Contract with COUNTY.

27 d. Designate the responsible position(s) for managing the funds allocated to this program.

28 e. Maximize the use of the allocated funds.

29 f. Ensure timely and accurate reporting.

30 g. Maintain appropriate staffing levels.

31 h. Ensure staff possess the qualification and capacity to perform responsibilities tied to the  
32 staff's position. All staff should complete training as detailed within the County of Orange Standards of  
33 Care.

34 i. Maintain a staffing ratio of 18:1 and meet with Participants at a minimum of once per  
35 week.

#### 36 **2. File Maintenance and Documentation**

1 a. Prepare all applicable files and perform all administrative management tasks, as indicated  
2 in the Standards of Care.

3 b. Maintain all records required by the federal regulations specified in 24 CFR  
4 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this  
5 Contract.

6 c. Prepare and maintain records providing a full description of each activity undertaken.

7 d. Financial records as required by 24 CFR 570.502, and OMB Circular A-87.

8 e. Other records necessary to document compliance with Subpart K of 24 CFR 570.

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

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

19 **B. CONTRACTOR's Site Management Responsibilities**

20 1. Provide supervision of Participants including intake, registration, access to interim program  
21 services and amenities including, laundry, medical linkages as needed, and the scheduling of meals, and  
22 other personal services as needed.

23 2. Provide trained security personnel 24/7 for the safety of Participants and staff. Security will  
24 enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons,  
25 etc.

26 3. Provision of janitorial services to clean and disinfect all areas of the facility including all areas  
27 utilized by Participants, shelter, multi-service center, and office space and keep a schedule for regular  
28 facility maintenance and cleaning.

29 **C. Program Administration**

30 1. Participation in HMIS is required for the HB Oasis Homekey Program. HMIS participation  
31 will support CONTRACTOR in complying with HUD's data collection, management, and reporting  
32 standards and used to collect participant-level data and data on the provision of housing and services to  
33 homeless.

34 a. CONTRACTOR must comply with all applicable policies and procedures for the Orange  
35 County HMIS.

36 b. CONTRACTOR must implement and utilize a live bed reservation module with HMIS to  
37 track utilization and report availability.

1 c. CONTRACTOR must document all participant services provided within the HMIS system  
2 to track program progress and support to those enrolled in the program.

3 d. CONTRACTOR must enter required and collected documentation into HMIS within a 72-  
4 hour period of receiving/providing a service.

5 2. CES streamlines access and referral to services and housing using standardized tools and  
6 practices ensuring that all people experiencing a housing crisis have fair and equal access and prioritizes  
7 homeless assistance for those with the most severe needs. CES is a requirement of this contract.

8 a. CONTRACTOR must comply with all applicable procedures for the Orange County CES,  
9 based on their identified role as an Access Point or CES Participating Agency.

10 b. CONTRACTOR must accept referrals and/or matches from the Orange County CES, in  
11 accordance with any guidance or policies set forth by the Office of Care Coordination and/or Orange  
12 County CoC.

13 c. CONTRACTOR is responsible to participate in the CES weekly Match Meetings and the  
14 Participant status on the CES by-name list.

15 3. Case Management provided by CONTRACTOR will assess the Participants' needs at program  
16 intake, develop Individual Service Plans (ISPs) to identify housing and health goals, and navigate public  
17 and private systems to access critical resources (e.g., eligible benefits, medical homes, and identification).  
18 CONTRACTOR will follow a Housing First approach that prioritizes permanent homes followed by access  
19 to voluntary supportive services such as medical and mental healthcare, substance use services, benefits  
20 assistance, and legal aid, which promote long-term stability.

21 a. Participants who identify as actively fleeing a domestic violence situation must be offered  
22 an immediate connection to a domestic violence shelter at a confidential location, when requested by the  
23 Participant, to ensure the safety and wellbeing of the Participant.

24 b. CONTRACTOR's case managers are responsible for regularly tracking beds, property,  
25 pets, and case management needs.

26 4. CONTRACTOR will provide financial stability services to Participants. This includes  
27 workforce re-entry via Individual Employment Plans (IEPs), job training and linkage services, resume  
28 building and interview practice workshops, job retention services, and financial literacy. Additionally,  
29 CONTRACTOR will help Participants apply for public benefits by helping determine eligibility, complete  
30 paperwork, and make and attend appointments.

31 5. CONTRACTOR will coordinate supportive and stabilizing services that supports the complex  
32 needs of Participants at the HB Oasis. These supportive services should include housing linkages, case  
33 management, medical and mental healthcare, employment training, benefits advocacy, and other services  
34 to help individuals experiencing homelessness secure and stably maintain their homes.

35 a. CONTRACTOR will leverage expansive provider partnerships to ensure Participants  
36 have the resources and supportive services they need to succeed in permanent housing. These partnerships  
37

1 may be formalized through a Memorandum of Understanding outlining expectations and services to be  
2 provided.

3 b. CONTRACTOR must screen all Participants for CalOptima/Health Benefits eligibility  
4 and work with CalOptima to connect with current CalOptima members and pursue linkage for new member  
5 status.

6 6. CONTRACTOR will develop and implement a pet policy that accommodates Participants  
7 with pets. The pet policy should detail the Participants' responsibilities related to the handling and caring  
8 of the pet. CONTRACTOR will also provide essential facility services to participants that promote stability  
9 such as mail services, laundry services, telephone access, janitorial services, routine maintenance, utilities,  
10 etc.

11 D. Transportation Plan

12 1. CONTRACTOR must provide transportation to active program Participants at the HB Oasis  
13 or assist with setting up transportation as needed.

14 2. The policies for travel to and from the HB Oasis site will be designed to support Participant  
15 needs and minimize potential impact on the adjacent residential neighborhood and businesses.  
16 CONTRACTOR will provide weekly trips to DMV, government services, community-based programs,  
17 transit hubs, and other community resources.

18 3. CONTRACTOR will establish and submit to COUNTY policies and procedures for the  
19 following transportation measures:

- 20 a. Transportation Flow
- 21 b. Bus and Shuttle Transportation Services
- 22 c. Personal Vehicle Transportation and Parking
- 23 d. Staff Transportation of Participants
- 24 e. Delivery of Program Goods and Community Donations

25 4. The HB Oasis will only provide onsite parking to CONTRACTOR staff, supportive services  
26 providers, volunteers and a limited number of Participants. CONTRACTOR shall establish a tracking  
27 mechanism for all vehicles parked onsite, which at minimum includes the license plate and owner's name.  
28 Participants who wish to park their vehicles onsite will have to provide additional documentation related  
29 to vehicle registration, valid driver's license and insurance.

30 5. Any program Participant discharged from the program involuntarily will be transported back  
31 to their City of origin.

32  
33 **VIII. PERFORMANCE MEASURES AND MONITORING**

34 A. The following performance measures are a requirement of this Contract and ensure a shelter flow  
35 that prioritizes Participant housing goals and exits to permanent housing.

- 36 1. Occupancy: CONTRACTOR will maintain an average occupancy of 95% or above.  
37

2. Exits to permanent housing: A minimum of 50% of all program exits shall be to a permanent housing destination.

3. Services: A minimum of 75% of all Participants will engage in the development of service/housing plans to include housing, medical, behavioral health, benefits, and/or employment services.

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

5. COUNTY shall periodically evaluate CONTRACTOR's progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to CONTRACTOR.

#### **IX. REPORTS**

A. CONTRACTOR is required to submit reporting on daily, weekly and monthly basis in a form acceptable and agreed upon by COUNTY. Monthly reports will be due by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support COUNTY in evaluating CONTRACTOR's performance as it relates to participant data, program linkages and units of services. Performance outcomes should be reflective in HMIS where applicable.

B. CONTRACTOR must utilize the Homeless Management Information System to comply with HUD's data collection, management, and reporting standards and to collect participant-level data and data on the provision of housing and services to homeless individuals at HB Oasis.

C. CONTRACTOR must report incidents to COUNTY within 24 hours of the incident occurring and shall use the County Template pursuant to the County of Orange Standards of Care. Such incidents are those that involve the following:

1. Abuse, suspected abuse, and reportable abuse including Adult Protective Services or Child Protective Services

2. Acts of violence or sexual misconduct

3. Death of Participant and/or shelter staff

4. Emergency situations that prompt evacuation

5. Substantial damage to the facility, or the discovery of hazardous material on premises

D. CONTRACTOR must communicate to COUNTY any involuntary discharges due to violation of program participant expectations. CONTRACTOR shall follow discharge protocol as outlined within the Standards of Care.



**X. STAFFING**

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

1. Designate the responsible position(s) for managing the funds allocated to this program;
  2. Maximize the use of the allocated funds;
  3. Ensure timely and accurate reporting;
  4. Maintain appropriate staffing levels;
  5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position. All staff should complete training as detailed within the County of Orange Standards of Care For Emergency Shelters.
  6. Ensure staff are not on any formal or informal supervision;
  7. Effectively communicate and monitor the program for its success;
  8. Maintain communication between CONTRACTOR's key staff and Program Administrators;
- and,
9. Act quickly to identify and solve problems.

B. CONTRACTOR Staff shall be available on site, seven (7) days per week for each site(s).

1. Participants will be assisted with housing search, linkage to health care, applying for benefits/resources and provided support to increase income
2. The Property Management Dept. will have a team of four staff members. These staff members would be able to address any work order or issues with their living situation.
3. The program will have a minimum of 3 case managers on site that will be assigned to work with individual participants with a target average case management ratio that is at or less than 18:1, and who will be available to meet with Participants on a weekly basis to provide needed resources and services. Together, the Participant and case manager assigned will also develop housing plans appropriate to meet the Participant's needs.

C. CONTRACTOR Staff shall ensure that all program sites are well maintained, hazard free, and food is supplied.

D. Experience with the target population is preferred. CONTRACTOR staff should be trained to recognize signs of decompensation and be prepared to provide the appropriate level of intervention as needed.

E. One (1) or more CONTRACTOR staff will work with the Participants to apply for available housing units. The staff should work closely with any Housing Navigators working with the target population, and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing

such as developing housing leads, identifying landlords willing to work with the population, creating suitable housing options from available stock, working with landlords to develop positive relationships, assisting Participants to be document ready for housing interviews, and assisting with transportation for housing search purposes. Staff will meet with property managers, coach Participants to be successful when meeting with potential property managers, and prepare Participants for moving into a unit. Staff may also work to develop shared housing options for Participants. Staff will work in collaboration with the Participants' assigned case manager to ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to thirty-five (35) Clients per case manager at any given time.

F. If Participants are not connected to supportive services, one (1) or more support staff will assist the Participants with linkage to supportive services. This includes assisting Case Managers, whom will obtain records needed for benefits acquisition. CONTRACTOR staff will also assist with all housing search activities as described above.

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

<u>PROGRAM</u>	<u>FTEs</u>
Program Manager	1.00
Case Manager	2.50
Clinician	1.00
Quality Assurance	0.20
Property Supervisor	0.40
Maintenance	1.00
Manager	1.00
Maintenance Assistant	1.00
Janitorial	1.00
Assistant Program Manager	1.00
Housing Services Assistant	1.00
Volunteer Coordinator	<u>0.25</u>
TOTAL FTE	11.35

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

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

1 EXHIBIT B  
2 TO CONTRACT FOR PROVISION OF  
3 HUNTINGTON BEACH OASIS HOMEKEY PROGRAM SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 AMERICAN FAMILY HOUSING  
8 JULY 19, 2022 THROUGH JUNE 30, 2027  
9

10 **I. STANDARDS OF CARE**

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