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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2018~~2019 through June 30, ~~2019~~2020

Maximum Obligation: \$225,000

Basis for Reimbursement: Negotiated Rate

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 05436-0722

CONTRACTOR TAX ID Number: 95-2021700

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: OneOC
1901 E. 4th Street, Suite 100
Santa Ana, CA 92705
Valerie, Fryer, Director of Finance
vfryer@OneOC.org

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I. ACRONYMS

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

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3		
4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CEO	County Executive Office
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. CHS	Correctional Health Services
12	I. COI	Certificate of Insurance
13	J. D/MC	Drug/Medi-Cal
14	K. DHCS	Department of Health Care Services
15	L. DPFS	Drug Program Fiscal Systems
16	M. DRS	Designated Record Set
17	N. ePHI	Electronic Protected Health Information
18	O. GAAP	Generally Accepted Accounting Principles
19	P. HCA	Health Care Agency
20	Q. HHS	Health and Human Services
21	R. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
22		Law 104-191
23	S. HSC	California Health and Safety Code
24	T. ISO	Insurance Services Office
25	U. MHP	Mental Health Plan
26	V. OCJS	Orange County Jail System
27	W. OCPD	Orange County Probation Department
28	X. OCR	Office for Civil Rights
29	Y. OCSD	Orange County Sheriff's Department
30	Z. OIG	Office of Inspector General
31	AA. OMB	Office of Management and Budget
32	AB. OPM	Federal Office of Personnel Management
33	AC. PA DSS	Payment Application Data Security Standard
34	AD. PC	State of California Penal Code
35	AE. PCI DSS	Payment Card Industry Data Security Standard
36	AF. PHI	Protected Health Information
37	AG. PII	Personally Identifiable Information

1	AH. PRA	Public Record Act
2	AI. SIR	Self-Insured Retention
3	AJ. HITECH Act	The Health Information Technology for Economic and Clinical Health
4		Act, Public Law 111-005
5	AK. USC	United States Code
6	AL. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

9 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully
10 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
11 matter of this Agreement.

12 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
13 this Agreement or Exhibit A, whether written or verbal, made by the parties, their officers, employees or
14 agents shall be valid unless made in the form of a written amendment to this Agreement, which has been
15 formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

33 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
34 ~~Compliance Program, Code~~ compliance program, code of ~~Conduct~~ conduct and any
35 ~~Compliance~~ compliance related policies and procedures. CONTRACTOR's ~~Compliance Program,~~
36 ~~Code~~ compliance program, code of ~~Conduct~~ conduct and any related policies and procedures shall be
37 verified by ADMINISTRATOR's Compliance Department to ensure they include all required ~~elements~~

1 ~~by ADMINISTRATOR's Compliance Officer as described in in this Paragraph IV (COMPLIANCE).~~

2 ~~These elements include:~~

3 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
 4 this Agreement. These elements include:

- 5 ~~a.~~ a. Designation of a Compliance Officer and/or compliance staff.
 6 ~~b.~~ b. Written standards, policies and/or procedures.
 7 ~~c.~~ c. Compliance related training and/or education program and proof of completion.
 8 ~~d.~~ d. Communication methods for reporting concerns to the Compliance Officer.
 9 ~~e.~~ e. Methodology for conducting internal monitoring and auditing.
 10 ~~f.~~ f. Methodology for detecting and correcting offenses.
 11 ~~g.~~ g. Methodology/Procedure for enforcing disciplinary standards.

12 3. If CONTRACTOR does not provide proof of its own ~~Compliance~~compliance program to
 13 ADMINISTRATOR, CONTRACTOR shall ~~acknowledge—to~~internally comply with
 14 ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to
 15 the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
 16 acknowledgement that CONTRACTOR ~~shall~~will internally comply with ADMINISTRATOR's
 17 Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it
 18 determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper
 19 compliance.

20 4. If CONTRACTOR elects to have its own ~~Compliance Program, Code of~~
 21 ~~Conduct~~compliance program, code of conduct and any Compliance related policies and procedures
 22 ~~review~~reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance
 23 ~~Program~~program, code of ~~Conduct~~conduct and all relevant policies and procedures to
 24 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
 25 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
 26 reasonable time, which shall not exceed forty—five (45) calendar days, and determine if
 27 ~~CONTRACTOR's~~contractor's proposed compliance program and code of conduct contain all required
 28 elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program
 29 and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required
 30 elements and CONTRACTOR shall revise its compliance program and code of conduct to meet
 31 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
 32 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

33 5. Upon written confirmation from ADMINISTRATOR's ~~Compliance Officer~~compliance
 34 officer that the CONTRACTOR's compliance program, code of conduct and any
 35 ~~Compliance~~compliance related policies and procedures contain all required elements, CONTRACTOR
 36 shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's

37 //

1 compliance program, code of conduct, related policies and procedures and contact information for the
2 ADMINISTRATOR's Compliance Program.

3 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
4 retained to provide services related to this Agreement semi-annually to ensure that they are not
5 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
6 the General Services Administration's Excluded Parties List System or System for Award Management,
7 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
8 the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's
9 Death Master File, and/or any other list or system as identified by ~~the~~ ADMINISTRATOR.

10 1. For purposes of this Compliance Paragraph ~~IV (COMPLIANCE)~~, Covered Individuals
11 includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who
12 provide health care items or services or who perform billing or coding functions on behalf of
13 ADMINISTRATOR. ~~Notwithstanding the above, this term does not include part time or per diem~~
14 ~~employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to~~
15 ~~work more than one hundred sixty (160) hours per year; except that any such individuals shall become~~
16 ~~Covered Individuals at the point when they work more than one hundred sixty (160) hours during the~~
17 ~~calendar year.~~ CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
18 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
19 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
20 procedures if CONTRACTOR has elected to use its own).

21 2. An Ineligible Person shall be any individual or entity who:
22 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
23 federal and state health care programs; or
24 b. has been convicted of a criminal offense related to the provision of health care items or
25 services and has not been reinstated in the federal and state health care programs after a period of
26 exclusion, suspension, debarment, or ineligibility.

27 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
28 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
29 Agreement.

30 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
31 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
32 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
33 State of California health programs and have not been excluded or debarred from participation in any
34 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
35 any Ineligible Person in their employ or under contract.

36 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
37 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

1 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
 2 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
 3 Ineligible Person.

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

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

17 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
 18 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

10 E. ~~MEDICAL~~MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE
11 STANDARDS

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

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

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

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

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

28 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
29 participate in the quality improvement activities developed in the implementation of the Quality
30 Management Program.

31 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
32 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
33 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
34 §1810.410.subds.(c)-(d).

35 F. Failure to comply with the obligations stated in this Compliance Paragraph ~~IV~~
36 ~~(COMPLIANCE)~~ shall constitute a breach of the Agreement on the part of CONTRACTOR and
37 ~~ground~~grounds for COUNTY to terminate the Agreement. Unless the circumstances require a sooner

1 period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice
 2 of default to cure any defaults grounded on this Compliance Paragraph ~~IV (COMPLIANCE)~~ prior to
 3 ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

4 5 **V. CONFIDENTIALITY**

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

9 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
 10 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
 11 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
 12 confidentiality of any and all information and records which may be obtained in the course of providing
 13 such services. This Agreement shall specify that it is effective irrespective of all subsequent
 14 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or
 15 authorized agent, employees, consultants, subcontractors, volunteers and interns.

16 17 **VI. CONFLICT OF INTEREST**

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

26 27 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

33 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
 34 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
 35 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
 36 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
 37 //

1 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
2 part, without the prior written consent of COUNTY.

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

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

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

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

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

28 6. COUNTY reserves the right to immediately terminate the Agreement in the event
29 COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise
30 unacceptable to COUNTY for the provision of services under the Agreement.

31 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
32 means of subcontracts, provided such ~~subcontracts~~ subcontractors are approved in advance, ~~in writing~~
33 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
34 under subcontract, ~~and~~ include any provisions that ADMINISTRATOR may require, and are authorized
35 in writing by ADMINISTRATOR prior to the beginning of service delivery.

36 1. After approval of ~~a subcontract, ADMINISTRATOR~~ the subcontractor, ADMINISTRATOR
37 may revoke the approval of ~~a subcontract~~ the subcontractor upon five (5) calendar days' written notice to

1 CONTRACTOR if the ~~subcontract~~ subcontractor subsequently fails to meet the requirements of this
 2 Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow
 3 subcontractor expenses reported by CONTRACTOR.

4 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
 5 pursuant to this Agreement.

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

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

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

21 VIII. DISPUTE RESOLUTION

22 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
 23 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
 24 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
 25 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

26 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
 27 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
 28 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final
 29 decision.

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

35 B. Pending the final resolution of any dispute arising under, related to, or involving this
 36 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via
 37

1 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure
 2 to proceed diligently shall be considered a material breach of this Agreement.

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

7 D. This Agreement has been negotiated and executed in the State of California and shall be
 8 governed by and construed under the laws of the State of California. In the event of any legal action to
 9 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
 10 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit
 11 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
 12 Parties specifically agree to waive any and all rights to request that an action be transferred for
 13 adjudication to another county.

14 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

15 CONTRACTOR ~~warrants~~ attests that it shall fully comply with all federal and state statutes and
 16 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
 17 and consultants performing work under this Agreement meet the citizenship or alien status
 18 ~~requirement~~ requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain,
 19 from all employees, subcontractors, and consultants performing work hereunder, all verification and
 20 other documentation of employment eligibility status required by federal or state statutes and regulations
 21 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as
 22 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
 23 documentation for all covered employees, subcontractors, and consultants for the period prescribed by
 24 the law.
 25

26 **X. EXPENDITURE REPORT**

27 A. No later than sixty (60) calendar days following termination of this Agreement,
 28 CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure
 29 Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance
 30 with the procedure that is provided by ADMINISTRATOR and GAAP.
 31

32 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term
 33 of this Agreement ~~in a format provided by ADMINISTRATOR.~~
 34

35 **XI. FACILITIES, PAYMENTS AND SERVICES**

36 ~~—A.~~ CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 37 with ~~Exhibit A to~~ this Agreement. COUNTY shall compensate, and authorize, when applicable, said

1 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
 2 least the minimum number and type of staff which meet applicable federal and state requirements, and
 3 which are necessary for the provision of the services hereunder.

4 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 5 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
 6 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
 7 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

8 9 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

36 D. All SIRs ~~and deductibles~~ shall be clearly stated on the COI. ~~If no SIRs or deductibles apply,~~
 37 ~~indicate this on the COI with a zero (0) by the appropriate line of coverage.~~ Any SIR ~~or deductible~~ in an

1 amount in excess of \$fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability)~~ shall specifically
2 be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited
3 financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without
4 limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

5 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
6 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
7 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
8 cost and expense with counsel approved by Board of Supervisors against same; and

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

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

14 E. If CONTRACTOR fails to maintain insurance ~~as required in this Paragraph X~~
15 ~~(INDEMNIFICATION AND INSURANCE)~~ acceptable to the COUNTY for the full term of this
16 Agreement, ~~such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground~~
17 ~~for COUNTY to~~ the COUNTY may terminate this Agreement.

18 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

37 //

Workers' Compensation

Statutory

Employers' Liability Insurance

\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

M.N. 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).

//

1 ~~NO.~~ COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
 2 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
 3 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
 4 adequately protect COUNTY.

5 ~~OP.~~ COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 6 CONTRACTOR does not deposit copies of acceptable ~~COIs~~ Certificate of Insurance and endorsements
 7 with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
 8 ~~such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for~~
 9 ~~termination of this Agreement by~~ may be in breach without further notice to CONTRACTOR, and
 10 COUNTY shall be entitled to all legal remedies.

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

14 ~~QR.~~ SUBMISSION OF INSURANCE DOCUMENTS

- 15 1. The COI and endorsements shall be provided to COUNTY as follows:
 - 16 a. Prior to the start date of this Agreement.
 - 17 b. No later than the expiration date for each policy.
 - 18 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 19 changes to any of the insurance ~~types~~ requirements as set forth in the Coverage Subparagraph ~~G~~, above.
- 20 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
 21 the Referenced Contract Provisions of this Agreement.
- 22 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 23 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
 24 have sole discretion to impose one or both of the following:
 - 25 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 26 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
 27 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
 28 submitted to ADMINISTRATOR.
 - 29 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
 30 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
 31 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
 32 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 - 33 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
 34 CONTRACTOR's monthly invoice.
- 35 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 36 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
 37 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XIII. INSPECTIONS AND AUDITS

1
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
3 of the State of California, the Secretary of the United States Department of Health and Human Services,
4 the Comptroller General of the United States, or any other of their authorized representatives, shall to
5 the extent permissible under applicable law have access to any books, documents, and records, including
6 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and
7 ~~client~~ Client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of
8 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or
9 making transcripts during the periods of retention set forth in the Records Management and
10 Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or
11 otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are
12 provided.

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

C. AUDIT RESPONSE

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

24 2. If the audit reveals that money is payable from one ~~party~~ Party to the other, that is,
25 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
26 CONTRACTOR, said funds shall be due and payable from one ~~party~~ Party to the other within sixty (60)
27 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
28 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
29 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
30 amount not to exceed the reimbursement due COUNTY.

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

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

XIV. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual ~~contractor~~ CONTRACTOR, his/her name, date of birth, social security number, and residence address;

b. In the case of ~~a contractor~~ CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

~~c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;~~

~~d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

~~2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related

1 to this Agreement must be approved at least thirty (30) days in advance and in writing by
 2 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
 3 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
 4 and electronic media such as the Internet.

5 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
 6 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
 7 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

8 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 9 available social media sites) in support of the services described within this Agreement,
 10 CONTRACTOR shall develop social media policies and procedures and have them available to
 11 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
 12 forms of social media used to either directly or indirectly support the services described within this
 13 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
 14 they pertain to any social media developed in support of the services described within this Agreement.
 15 CONTRACTOR shall also include any required funding statement information on social media when
 16 required by ADMINISTRATOR.

17 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
 18 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

19 20 **XVI. MAXIMUM OBLIGATION**

21 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement as
 22 specified in the Referenced Contract Provisions of this Agreement.

23 24 **XVII. MINIMUM WAGE LAWS**

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

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

36 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
 37 where applicable, shall comply with the prevailing wage and related requirements, as provided for in

1 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
2 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

4 **XVIII. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

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

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

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

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

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

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

37 //

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

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

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

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

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

33 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 34 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 35 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
 36 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 37 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,

1 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
2 with succeeding legislation.

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

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

12 **XIX. NOTICES**

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

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

19 2. When faxed, transmission confirmed;

20 3. When sent by Email; or

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

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

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

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

33 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

34 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
35 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve
36 ~~clients~~Clients or occur in the normal course of business.
37

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

6 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

7 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 8 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
 9 accordance with this Agreement and all applicable requirements.

10 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
 11 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

12 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
 13 preparation, and confidentiality of records related to ~~participant, client and/or patient~~ Client records are
 14 met at all times.

15 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
 16 commencement of the contract, unless a longer period is required due to legal proceedings such as
 17 litigations and/or settlement of claims.

18 E. CONTRACTOR shall make records pertaining to the costs of services, ~~participant~~ Client fees,
 19 charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

20 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
 21 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
 22 CONTRACTOR.

23 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
 24 settlement of claims for a longer term as directed by ADMINISTRATOR.

25 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
 26 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
 27 all information that is requested by the PRA request.

29 **XXII. RESEARCH AND PUBLICATION**

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

34 **XXIII. SEVERABILITY**

35 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 36 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 37 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or

1 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
2 in full force and effect, and to that extent the provisions of this Agreement are severable.

4 **XXIV. SPECIAL PROVISIONS**

5 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
6 purposes:

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

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

- 28 1. Funding travel or training (excluding mileage or parking).
- 29 2. Making phone calls outside of the local area unless documented to be directly for the
30 purpose of ~~client~~ Client care.
- 31 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 32 4. Purchase of artwork or other items that are for decorative purposes and do not directly
33 contribute to the quality of services to be provided pursuant to this Agreement.

34 **XXV. STATUS OF CONTRACTOR**

35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
36 wholly responsible for the manner in which it performs the services required of it by the terms of this
37

1 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
 2 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
 3 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 4 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
 5 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
 6 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
 7 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
 8 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
 9 shall not be considered in any manner to be COUNTY's employees.

11 **XXVI. TERM**

12 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
 13 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
 14 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
 15 in this Agreement: ~~provided, however,~~ CONTRACTOR shall be obligated to perform such duties as
 16 would normally extend beyond this term, including but not limited to, obligations with respect to
 17 confidentiality, indemnification, audits, reporting, and accounting.

18 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
 19 weekend or holiday may be performed on the next regular business day.

21 **XXVII. TERMINATION**

22 A. Either ~~party~~ Party may terminate this Agreement, without cause, upon ~~thirty (30)~~ ninety (90)
 23 calendar days' written notice given the other ~~party~~ Party.

24 ~~B.~~ B. CONTRACTOR shall be responsible for meeting all programmatic and administrative
 25 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be
 26 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
 27 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
 28 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
 29 until CAP is resolved and/or the Agreement could be terminated.

30 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
 31 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this
 32 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
 33 (30) calendar days for corrective action.

34 ~~E.~~ D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
 35 of any of the following events:

- 36 1. The loss by CONTRACTOR of legal capacity.
- 37 2. Cessation of services.

1 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
2 another entity without the prior written consent of COUNTY.

3 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
4 required pursuant to this Agreement.

5 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
6 this Agreement.

7 6. The continued incapacity of any physician or licensed person to perform duties required
8 pursuant to this Agreement.

9 7. Unethical conduct or malpractice by any physician or licensed person providing services
10 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
11 removes such physician or licensed person from serving persons treated or assisted pursuant to this
12 Agreement.

13 ~~D~~E. CONTINGENT FUNDING

14 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

15 a. The continued availability of federal, state and county funds for reimbursement of
16 COUNTY's expenditures, and

17 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
18 approved by the Board of Supervisors.

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

23 ~~E~~F. In the event this Agreement is suspended or terminated prior to the completion of the term as
24 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
25 sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the
26 reduced term of the Agreement.

27 ~~F~~G. In the event this Agreement is terminated by either ~~party~~Party pursuant to Subparagraphs B.,
28 ~~C~~C or D. above, CONTRACTOR shall do the following:

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

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

33 3. Until the date of termination, continue to provide the same level of service required by this
34 Agreement.

35 4. If ~~clients~~Clients are to be transferred to another facility for services, furnish
36 ADMINISTRATOR, upon request, all ~~client~~Client information and records deemed necessary by
37 ADMINISTRATOR to effect an orderly transfer.

1 5. Assist ADMINISTRATOR in effecting the transfer of ~~clients~~Clients in a manner consistent
2 with ~~client's~~Client's best interests.

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

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

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

13 ~~G~~ 9. Provide written notice of termination of services to each Client being served under this
14 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
15 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
16 day period.

17 H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
18 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

19
20 **XXVIII. THIRD PARTY BENEFICIARY**

21 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
22 including, but not limited to, any subcontractors or any clients provided services pursuant to this
23 Agreement.

24
25 **XXIX. WAIVER OF DEFAULT OR BREACH**

26 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
27 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
28 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
29 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
30 Agreement.

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

3
4 ONEOC

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28
29 BY: _____ DATED: _____

30 DEPUTY

31
32
33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 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.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 ADMINISTRATIVE SUPPORT SERVICES FOR WASTE NOT OC COALITION
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ONEOC
 8 JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

10 I. **BUDGET**

11 A. The following budget is set forth for informational purposes only.

13	Program Budget	
14	Salary	\$ 179,000
15	Benefits	32,500
16	Indirect Cost	<u>13,500</u>
17	TOTAL COSTS	\$ 225,000

18
19 B. Any increases or decreases to the budget must be approved, in advance and in writing, by
20 ADMINISTRATOR.

21 C. BUDGET MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted
22 line items for the purpose of meeting specific program needs by utilizing a Budget Modification Request
23 form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget
24 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
25 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
26 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
27 contract periods. CONTRACTOR shall obtain written approval of any Budget Modification Request(s)
28 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to
29 obtain written approval from ADMINISTRATOR for any proposed Budget Modification Request(s)
30 may result in disallowance of those costs.

31 D. CONTRACTOR and ADMNISTRATOR may mutually agree, in writing, to modify the Budget
32 Paragraph of this Exhibit A to the Agreement.

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II. PAYMENTS

1
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the negotiated amount of \$18,750
3 per month, totaling \$225,000 annually. All payments are interim payments only, and subject to final
4 settlement in accordance with the Expenditure Report Paragraph of the Agreement for which
5 CONTRACTOR shall be reimbursed for the negotiated costs of providing the services hereunder;
6 provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as
7 specified in the Referenced Contract Provisions of the Agreement and, provided further,
8 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations.

9 B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR
10 and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)
11 calendar day of each month. Invoices received after the due date may not be paid within the same
12 month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21)
13 calendar days after receipt of the correctly completed invoice.

14 C. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
15 with any provision of the Agreement.

16 D. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
17 and/or termination of the Agreement.

18 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
19 Payments Paragraph of this Exhibit A to the Agreement.

III. RECORDS

22 A. ACTIVITY RECORDS – CONTRACTOR shall maintain adequate records of its services
23 provided in sufficient detail to permit an evaluation of services.

24 B. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
25 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
26 type of service for which payment is claimed. Any apportionment of or distribution of costs, including
27 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and
28 shall be made in accordance with generally accepted principles of accounting.

IV. REPORTS

31 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR,
32 financial and/or programmatic reports as requested by ADMINISTRATOR concerning
33 CONTRACTOR's activities as they relate to this Agreement. ADMINISTRATOR will be specific as to
34 the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to
35 respond.

36 B. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
37 Reports Paragraph of this Exhibit A to the Agreement.

V. SERVICES

1
2 A. CONTRACTOR has been selected by the Waste Not OC Coalition to provide Administrative
3 Support Services.

4 B. PERSONS TO BE SERVED – CONTRACTOR shall provide services in collaboration with
5 ADMINISTRATOR to the Waste Not OC Coalition.

6 C. EXECUTIVE DIRECTOR: The general responsibilities of the Executive Director for Waste
7 Not OC Coalition will be Advisory Committee governance, financial performance and viability,
8 development and implementation of organization mission and strategy, and organization missions.

9 D. PROGRAM MANAGER:

10 1. Coordinate recruitment and outreach efforts to bring Orange County businesses within the
11 food industry to participate with CONTRACTOR and Waste Not OC Coalition in donating food items.

12 2. Utilize a public health approach to plan and implement a food recovery campaign in Orange
13 County.

14 3. Coordinate a county-wide food recovery program with partnering municipalities, for-profit
15 and non-profit organizations.

16 4. Supervise and direct the daily activities of student interns, volunteers and contract service
17 providers.

18 5. Organize meetings with partner agencies.

19 6. Follow up with potential donors and nurture relationships with key community members.

20 7. Coordinate marketing campaign which include maintenance of a webpage and social media
21 outlets (Facebook, Twitter, Instagram, LinkedIn) for the campaign.

22 8. Write and submit grant applications as directed by ADMINISTRATOR.

23 9. Promote national presence of Orange County's food recovery efforts through conferences
24 and national organization meetings.

25 E. LOGISTICS COORDINATOR:

26 1. Manage the Food Technology Application and the flow of recovered food through the
27 supply chain.

28 2. Assist donors, recipients and volunteers on the use of the tech platform.

29 3. Coordinate the movement of bulk foods from large scale donors to food recovery kitchens,
30 food banks and ultimately to area food pantries throughout Orange County

31 4. Assist in monitoring and maintaining participation in the program through the use of the
32 Food Recovery tech platform and CRM Software.

33 F. CONTRACTOR deliverables shall include, but not be limited to:

34 1. CONTRACTOR shall increase the number of unduplicated businesses participating with
35 Coalition Food Recovery partners by a minimum of 40 percent (40%) over the prior year, reported
36 quarterly.

37 //

2. CONTRACTOR shall increase the number of tons of donated food by a minimum of ~~Forty~~ Twenty two percent (42%) over the prior year, reported quarterly.

3. CONTRACTOR shall increase the number of unduplicated families receiving food assistance by a minimum of forty five percent (45%) over the prior year, reported quarterly.

4. ~~CONTRACTOR~~ CONTRACTOR shall increase the number of occurrences in which existing families served can receive food assistance by a minimum of thirty five percent (~~35%~~ 35%) over the prior year, reported quarterly.

G. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

H. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

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

VI. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which shall be equal to an average of forty (40) hours worked per week:

PROGRAM	<u>FTEs</u>
Executive Director	1.00
Program Manager	1.00
CONTRACTOR Logistics Coordinator	<u>1.00</u>
TOTAL FTEs	3.00

B. CONTRACTOR shall ensure that staffing is sufficient to support the performance of services pursuant to the Agreement.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seven (7) business days, of any staffing changes that occur during the term of the Agreement.

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