

1                                      AGREEMENT FOR PROVISION OF  
 2                                      ADMINISTRATIVE SUPPORT SERVICES FOR WASTE NOT OC COALITION  
 3                                      BETWEEN  
 4                                      COUNTY OF ORANGE  
 5                                      AND  
 6                                      ONEOC

7                                      ~~SEPTEMBER~~ July 1, 2016 ~~2017~~ THROUGH JUNE 30, ~~2017~~ 2018

9                                      THIS AGREEMENT, entered into this 1<sup>st</sup> day of ~~September 2016, which~~ July 2017 (effective date ~~is~~  
 10 ~~enumerated for purposes of reference only,~~ is by and between the COUNTY OF ORANGE, a political  
 11 subdivision of State of California (COUNTY), and ONEOC, a California nonprofit corporation  
 12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as  
 13 “Party” or collectively as “Parties.” This Agreement shall be administered by the County of Orange Health  
 14 Care Agency (ADMINISTRATOR).

16                                      W I T N E S S E T H:

18                                      WHEREAS, Waste Not OC Coalition (Waste Not OC), has a vision to end hunger in Orange County  
 19 by educating the community about food donations, identifying food insecure individuals, and connecting  
 20 those individuals to sources of food; and

21                                      WHEREAS, Waste Not OC is a community-based food organization that serves as a conduit for  
 22 assisting with the development of valuable community services; and

23                                      WHEREAS, Waste Not OC is committed to serving our donors, volunteers, and recipient agencies  
 24 with integrity, resourcefulness, respect, and strive to contribute positively to our communities and the  
 25 environment on a daily basis; and

26                                      WHEREAS, as recently as May 10, 2016, the Orange County Board of Supervisors continues their  
 27 efforts to recognize and combat hunger in Orange County by approving and directing the Health Care  
 28 Agency to inform food facilities and operators within the County regarding safe donation of excess food  
 29 to food banks and nonprofit organizations, and encourage the work of Waste Not OC; and

30                                      WHEREAS, COUNTY wishes to contract with CONTRACTOR for Administrative Support Services  
 31 for Waste Not OC Coalition as described herein to the residents of Orange County; and

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

34                                      ~~— NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~  
 35 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
 36 herein, COUNTY and CONTRACTOR do hereby agree as follows:

37 //

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**REFERENCED CONTRACT PROVISIONS**

**Term:** ~~September~~ July 1, ~~2016~~ 2017 through June 30, ~~2017~~ 2018

**Maximum Obligation:** \$100,000

**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. 4<sup>th</sup> 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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2		
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

## 8 **II. ALTERATION OF TERMS**

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

## 17 **III. COMPLIANCE**

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

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

24 2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of~~  
25 ~~Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program,  
26 Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance  
27 Program ~~and~~ Code of Conduct ~~have been verified to~~ and any related policies and procedures shall be  
28 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
29 by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs below.~~ in this Paragraph III  
30 (COMPLIANCE). These elements include:

31 a. Designation of a Compliance Officer and/or compliance staff.

32 b. Written standards, policies and/or procedures.

33 c. Compliance related training and/or education program and proof of completion.

34 d. Communication methods for reporting concerns to the Compliance Officer.

35 e. Methodology for conducting internal monitoring and auditing.

36 f. Methodology for detecting and correcting offenses.

37 g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR ~~elects to adhere~~ does not provide proof of its own Compliance program to HCA's ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its ~~Compliance~~ compliance Program, ~~Code~~ code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement. ADMINISTRATOR's Compliance Officer, ~~or designee~~, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's ~~Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's ~~Compliance Program and Code of Conduct contains~~ compliance program, code of conduct and any Compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's ~~Compliance Program, Code~~ compliance program, code of ~~Conduct and~~ conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

B. SANCTION SCREENING – CONTRACTOR shall ~~adhere to all screening policies and procedures and~~ screen all Covered Individuals employed or retained to provide services related to this Agreement ~~semi-annually~~ to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible

1 Provider List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

19 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 20 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
 21 Agreement.

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

28 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 29 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 30 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
 31 directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible  
 32 Person.

33 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal  
 34 and state funded health care services by contract with COUNTY in the event that they are currently  
 35 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
 36 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
 37 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY



1 business operations related to this Agreement.

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

9 promptly return any overpayments within forty-five (45) business days after the overpayment is verified  
10 by ADMINISTRATOR.

11 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance  
12 Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered Individuals.

13 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
14 Compliance Program 1. ~~CONTRACTOR~~ shall use its best efforts to encourage completion

15 by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least  
16 one (1) designated representative to complete ~~all the General~~ Compliance ~~Trainings~~ Training when offered.

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

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

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

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

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

28 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
29 Individuals relative to this Agreement.

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

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

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

35 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
36 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group  
37 setting while CONTRACTOR shall retain the certifications. Upon written request by

1 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

2 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

18 F. Failure to comply with the obligations stated in this Paragraph III (COMPLIANCE) shall  
 19 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to  
 20 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR  
 21 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults  
 22 grounded on this Paragraph III (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this  
 23 Agreement on the basis of such default.

24  
 25 **IV. CONFIDENTIALITY**

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

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

36  
 37 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

6 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior  
 7 written consent of COUNTY.

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

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

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

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

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

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

37 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a

1 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract subsequently  
2 fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

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

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

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

## 10 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 21 **VII. EXPENDITURE REPORT**

22 A. No later than sixty (60) calendar days following termination of this Agreement, CONTRACTOR  
23 shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure Report for the  
24 preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure  
25 that is provided by ADMINISTRATOR and GAAP.  
26

27 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of  
28 this Agreement in a format provided by ADMINISTRATOR.  
29

30 //

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## 33 **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

### 6 **IX. INDEMNIFICATION AND INSURANCE**

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

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

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

33 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
 34 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
 35 amount in excess of \$2550,000 (\$5,000 for automobile liability), shall specifically be approved by the  
 36 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If  
 37 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other

indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

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

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

<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
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:

~~1~~ a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

~~2~~ 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. 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 ~~may~~ shall constitute a ~~material~~ breach of ~~the Agreement, upon which the~~ CONTRACTOR's obligation hereunder and ground for COUNTY ~~may suspend or~~ to terminate this Agreement.

~~M. If CONTRACTOR's Professional Liability, is "Claims Made" policy(ies),~~  
~~M~~ CONTRACTOR shall ~~agree to maintain coverage for two (2) years following the completion of the Agreement.~~

~~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).

~~O~~ N. 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 Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately

1 protect COUNTY.

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

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

11 ~~R~~ Q. SUBMISSION OF INSURANCE DOCUMENTS

12 1. The COI and endorsements shall be provided to COUNTY as follows:  
 13 a. Prior to the start date of this Agreement.  
 14 b. No later than the expiration date for each policy.  
 15 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
 16 changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement,~~ above.

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

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

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

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

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

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

35  
 36 **X. INSPECTIONS AND AUDITS**

37 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative



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

#

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

#### 15 C. AUDIT RESPONSE

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

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

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

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

### 36 **XI. LICENSES AND LAWS**

37 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout

1 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,  
 2 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,  
 3 regulations and requirements of the United States, the State of California, COUNTY, and all other  
 4 applicable governmental agencies.

#### 5 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

## 27 **XII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

28 A. Any written information or literature, including educational or promotional materials, distributed  
 29 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this  
 30 Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR  
 31 before distribution. For the purposes of this Agreement, distribution of written materials shall include,  
 32 but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such  
 33 as the Internet.

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

37 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly

1 available social media sites) in support of the services described within this Agreement, CONTRACTOR  
 2 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon  
 3 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used  
 4 to either directly or indirectly support the services described within this Agreement. CONTRACTOR  
 5 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media  
 6 developed in support of the services described within this Agreement. CONTRACTOR shall also include  
 7 any required funding statement information on social media when required by ADMINISTRATOR.

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

### 11 **XIII. MAXIMUM OBLIGATION**

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

### 15 **XIV. MINIMUM WAGE LAWS**

16 A. Pursuant to the United States of America Fair Labor ~~Standard~~ Standards Act of 1938, as amended,  
 17 and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
 18 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
 19 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all  
 20 its contractors or other persons providing services pursuant to this Agreement on behalf of  
 21 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
 22 Wage.

23 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
 24 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
 25 pursuant to providing services pursuant to this Agreement.

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

30 //

### 31 **XV. NONDISCRIMINATION**

#### 32 **A. EMPLOYMENT**

33 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
 34 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 35 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 36 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 37 orientation, or military and veteran status. Additionally, during the term of this Agreement,

1 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not  
 2 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 3 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 4 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 5 orientation, or military and veteran status.

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

10 3. CONTRACTOR shall not discriminate between employees with spouses and employees with  
 11 domestic partners, or discriminate between domestic partners and spouses of those employees, in the  
 12 provision of benefits.

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

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

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

27 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not  
 28 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 29 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
 30 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,  
 31 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education  
 32 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964  
 33 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9,  
 34 Division 4, Chapter 6, Article 1 (§10800, et seq.), of the California Code of Regulations; and Title II of  
 35 the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all  
 36 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law  
 37 and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this

1 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
2 or more of the factors identified above:

- 3 1. Denying a client or potential client any service, benefit, or accommodation.
- 4 2. Providing any service or benefit to a client which is different or is provided in a different  
5 manner or at a different time from that provided to other clients.
- 6 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
7 others receiving any service or benefit.
- 8 4. Treating a client differently from others in satisfying any admission requirement or condition,  
9 or eligibility requirement or condition, which individuals must meet in order to be provided any service  
10 or benefit.
- 11 5. Assignment of times or places for the provision of services.

12 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients  
13 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints  
14 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
15 ADMINISTRATOR.

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

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

22 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with  
23 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented  
24 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended  
25 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
26 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,  
27 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
28 with succeeding legislation.

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

34 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state  
35 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR  
36 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.  
37

**XVI. NOTICES**

1  
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
3 authorized or required by this Agreement shall be effective:

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

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

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

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

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

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

**XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

30 //

**XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

37 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,

1 preparation, and confidentiality of records related to participant, client and/or patient records are met at  
2 all times.

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

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

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

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

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

16  
17 **XIX. RESEARCH AND PUBLICATION**

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

21  
22 **XX. SEVERABILITY**

23 If a court of competent jurisdiction declares any provision of this Agreement or application thereof to  
24 any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal,  
25 state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the  
26 application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full  
27 force and effect, and to that extent the provisions of this Agreement are severable.

28 //  
29 //  
30 //

31 **XXI. SPECIAL PROVISIONS**

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

- 34 1. Making cash payments to intended recipients of services through this Agreement.
- 35 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
36 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
37 of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

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

**XXII. STATUS OF CONTRACTOR**

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

**XXIII. TERM**

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions



1 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified  
 2 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided  
 3 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as  
 4 would normally extend beyond this term, including but not limited to, obligations with respect to  
 5 confidentiality, indemnification, audits, reporting and accounting.

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

#### 8 **XXIV. TERMINATION**

9  
 10 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days' written  
 11 notice given the other party.

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

16 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of  
 17 any of the following events:

- 18 1. The loss by CONTRACTOR of legal capacity.
- 19 2. Cessation of services.
- 20 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 21 another entity without the prior written consent of COUNTY.
- 22 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 23 required pursuant to this Agreement.
- 24 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
 25 Agreement.
- 26 6. The continued incapacity of any physician or licensed person to perform duties required  
 27 pursuant to this Agreement.
- 28 7. Unethical conduct or malpractice by any physician or licensed person providing services  
 29 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
 30 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
 31 Agreement.

#### 32 **D. CONTINGENT FUNDING**

- 33 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 34 a. The continued availability of federal, state and county funds for reimbursement of  
 35 COUNTY's expenditures, and
  - 36 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
 37 approved by the Board of Supervisors.

1                    2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
2 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given  
3 //  
4 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding,  
5 CONTRACTOR shall not be obligated to accept the renegotiated terms.

6                    E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
7 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
8 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
9 term of the Agreement.

10                    F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.  
11 above, CONTRACTOR shall do the following:

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

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

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

18                    4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
19 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
20 orderly transfer.

21                    5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
22 client's best interests.

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

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

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

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

35  
36                    **XXV. THIRD PARTY BENEFICIARY**

37                    Neither party hereto intends that this Agreement shall create rights hereunder in third parties

1 including, but not limited to, any subcontractors or any clients provided services pursuant to this  
2 Agreement.

3  
4 **XXVI. WAIVER OF DEFAULT OR BREACH**

5 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
6 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
7 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
8 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
9 Agreement.

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30 IN WITNESS WHEREOF, the ~~parties~~ Parties have executed this Agreement, in the County of Orange,  
31 State of California.

32  
33 ONEOC

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

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

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

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

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

COUNTY OF ORANGE

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

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

HEALTH CARE AGENCY

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

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

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

DEPUTY

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

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 ADMINISTRATIVE SUPPORT SERVICES FOR WASTE NOT OC COALITION  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ONEOC  
~~SEPTEMBER~~ JULY 1, 2016 ~~2017~~ 2017 THROUGH JUNE 30, ~~2017~~ 2018

**I. BUDGET**

A. The following budget is set forth for informational purposes only for the Executive Director position, and may be adjusted by mutual agreement, in writing, by CONTRACTOR and ADMINISTRATOR.

Program Budget	
Salary	\$ 39,000
Benefits	8,000
Indirect Cost	<u>3,000</u>
TOTAL COSTS	\$ 50,000

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

C. BUDGET MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs by utilizing a Budget Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget Modification Request to ADMINISTRATOR for consideration, in advance, which will 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 Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget Modification Request(s) may result in disallowance of those costs.

D. CONTRACTOR and ADMNISTRATOR may mutually agree, in writing, to modify the Budget 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 \$~~56,000~~  
3 ~~for the first month and \$4,000 per month for ten (10) months--~~, totaling \$50,000 annually. All  
4 payments are interim payments only, and subject to Final Settlement in accordance with the Expenditure  
5 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the negotiated  
6 costs of providing the services hereunder; provided, however, the total of such payments does not exceed  
7 COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement  
8 and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal  
9 regulations.

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

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

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

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

## **III. RECORDS**

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

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

## **IV. REPORTS**

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

36 B. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Reports  
37 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. ~~These services include the recruitment, hiring, and development of the Executive~~  
4 ~~Director for the Waste Not OC Coalition to include related accounting, payroll, personnel support, and~~  
5 ~~grant reports by June 30, 2017, or sooner.~~ The general responsibilities of the Executive Director for Waste  
6 Not OC Coalition will be Advisory Committee governance, financial performance and viability,  
7 development and implementation of organization mission and strategy, and organization missions.

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

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

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

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

## VI. STAFFING

23  
24  
25 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which  
26 shall be equal to an average of forty (40) hours worked per week:

PROGRAM	<u>FTEs</u>
Executive Director	<u>0.50</u>
TOTAL FTEs	0.50

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

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

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

1 EXHIBIT B  
 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 ~~SEPTEMBER~~ JULY 1, ~~2016~~ 2017 THROUGH JUNE 30, ~~2017~~ 2018

10 **I. BUDGET**

11 A. The following budget is set forth for informational purposes only for the Project Manager  
12 position, and may be adjusted by mutual agreement, in writing, by CONTRACTOR and  
13 ADMINISTRATOR.

14	PROGRAM	
15	Salary	\$ 39,000
16	Benefits	8,000
17	Indirect Cost	<u>3,000</u>
18	TOTAL COSTS	\$ 50,000

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

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

33 D. CONTRACTOR and ADMNISTRATOR may mutually agree, in writing, to modify the Budget  
34 Paragraph of this Exhibit B to the Agreement.

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## II. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the negotiated amount of ~~\$56,000~~ for the first month and \$4,000 per month for ~~eleven (11)~~ months, ~~commencing October 1, 2016, and a one-time provisional payment amount of \$5,000 upon execution of the Agreement.~~ ~~totaling \$50,000 annually.~~ All payments are interim payments only, and subject to Final Settlement in accordance with the Expenditure Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the negotiated costs of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations.

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

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

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

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

## III. RECORDS

A. ACTIVITY RECORDS – CONTRACTOR shall maintain adequate records of its services provided in sufficient detail to permit an evaluation of services. Records shall include sign in sheets for events, flyers or other promotional materials, as well as an activity log for technical assistance.

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

## IV. REPORTS

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

1 B. CONTRACTOR shall provide additional reports as required by ADMINISTRATOR in regard to  
 2 CONTRACTOR's activities as related to the services hereunder. ADMINISTRATOR shall be specific  
 3 as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to  
 4 respond.

5 D. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Reports  
 6 Paragraph of this Exhibit B to the Agreement.

## 7 8 **V. SERVICES**

9 A. CONTRACTOR services shall include, but not be limited to:

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 city-wide food recovery pilot in Anaheim, Orange, and Tustin with partnering  
 15 organizations, with potential future expansion to the rest of the county.

16 4. Supervise and direct the daily activities of student interns and volunteers.

17 5. Organize meetings with partner agencies.

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

19 7. Regularly maintain a webpage and social media outlets (Facebook, Twitter, Instagram,  
 20 LinkedIn) for the campaign.

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

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

24 B. CONTRACTOR deliverables shall include, but not be limited to:

25 1. CONTRACTOR shall increase the number of unduplicated businesses participating with  
 26 Food Finders by a minimum of ten percent (10%) over the prior year, reported quarterly.

27 2. CONTRACTOR shall increase the number of tons of donated food by a minimum of ten  
 28 percent (10%) over the prior year, reported quarterly.

29 3. CONTRACTOR shall increase the number of unduplicated families receiving food assistance  
 30 by a minimum of ten percent (10%) over the prior year, reported quarterly.

31 C. PERSONS TO BE SERVED – CONTRACTOR shall provide services in collaboration with  
 32 ADMINISTRATOR to all Orange County residents.

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

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

7 F. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Services  
8 Paragraph of this Exhibit B to the Agreement.

9  
10 **VI. STAFFING**

11 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in FTEs, which  
12 shall be equal to an average of forty (40) hours worked per week for a total of 9 months:

PROGRAM	<u>FTEs</u>
Project Manager	<u>1.00</u>
TOTAL FTEs	1.00

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18 B. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to  
19 support the performance of services pursuant to the Agreement.

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

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

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