



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

**Agreement No.: A-13791; Resolution No.: 17-408**

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Adopted Resolution No. 17-408 to allow the Department of Social Services to create and implement a temporary Safe Parking Program to assist those living in their vehicles (4/5th vote required);
- b. Approved and authorized the Director of the Department of Social Services to sign an agreement with Orphan Productions for \$150,000 to provide a safe parking program for the period of November 30, 2017 through November 29, 2018;
- c. Authorized the Director of the Department of Social Services to sign up to three amendments to this agreement where the total amendments do not exceed 10% of the original contract amount (\$15,000), and do not significantly change the scope of work;
- d. Found the project to be Statutorily Exempt per Section 15269(c) of the CEQA Guidelines as an Urgent Threat to the Public Health and Safety;
- e. Approved the attached Resolution with findings and evidence supporting this recommendation for consideration. Staff recommends approval;
- f. Approved and authorized the Auditor-Controller to increase appropriations in the adopted FY 17/18 Community Programs Budget 001-5010-SOC004-8258 in the amount \$87,500 with the option for financing that takes a portion of the monies not needed for the Monterey Bay Community Powers financing; and
- g. Directed staff to return with a Declaration of Emergency for a Shelter Crisis on December 5, 2017.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of November 2017, by the following vote, to wit:

**AYES:** Supervisors Alejo, Phillips, Salinas, Parker and Adams  
**NOES:** None  
**ABSENT:** None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting November 14, 2017.

Dated: December 13, 2017  
File ID: A 17-442

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By

Deputy

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Resolution No. 17-408**

Adopted Resolution No. 17-408 to:

- a. Adopt a Resolution to allow the Department of Social Services )  
to create and implement a temporary Safe Parking Program to )  
assist those living in their vehicles; )
- b. Approve and authorize the Director of the Department of )  
Social Services to sign an agreement with Orphan Productions )  
for \$150,000 to provide a safe parking program for the period )  
of November 30, 2017 through November 29, 2018; )
- c. Authorize the Director of the Department of Social Services to )  
sign up to three amendments to this agreement where the total )  
amendments do not exceed 10% of the original contract )  
amount (\$15,000), and do not significantly change the scope of )  
work; )
- d. Find the project Statutorily Exempt per Section 15269(c) of )  
the CEQA Guidelines as an Urgent Threat to the Public Health )  
and Safety; )
- e. Approve the attached Resolution with findings and evidence )  
supporting this recommendation for consideration. Staff )  
recommends approval; )
- f. Approve and authorize the Auditor-Controller to increase )  
appropriations in the adopted FY 17/18 Community Programs )  
Budget 001-5010-SOC004-8258 in the amount \$87,500 with )  
the option for financing that takes a portion of the monies not )  
needed for the Monterey Bay Community Powers financing. )
- g. Directed staff to return with a Declaration of Emergency for a )  
Shelter Crisis on December 5, 2017. )

**WHEREAS**, Monterey County Board of Supervisors directed that a location for temporary Safe Parking be identified and a formal solicitation for a service provider to manage and operate a Safe Parking Program be released to assist those living in their vehicles who desire permanent housing and the skills and income necessary to support permanent housing; and

**WHEREAS**, The County of Monterey, through the Department of Social Services, advertised a Request for Qualifications (RFQ) for a Safe Parking Program and received one proposal from Pass the Word Ministry, a non-profit 501(c)(3) based in Monterey; and

**WHEREAS**, The County of Monterey, through the Department of Social Services released Request for Qualifications (RFQ) #10639 and tentatively awarded Pass the Word Ministry as the only responsive provider through this formal solicitation process; and

**WHEREAS**, Pass the Word Ministry withdrew from contract negotiations due to liability concerns and the Department of Social Services identified Orphan Productions to operate the Safe Parking program through a Sole Source request, as Orphan Productions is operated by the same person who was part of the Pass the Word Ministry, but Orphan Productions is a separate and distinct non-profit organization; and

**WHEREAS**, the Department of Social Services is contracting with Orphan Productions for the operation of the temporary Safe Parking Program at one location at the Monterey County Coastal Office parking lot, located at 2616 First Avenue Marina, California, 93933, operating between the hours of 7 p.m. and 7 a.m. from November 30, 2017, through November 29, 2018; and

**WHEREAS**, the County of Monterey through the Department of Social Services has negotiated an agreement with Orphan Productions to perform the services and said agreement is being brought to the Monterey County Board of Supervisors for approval with this resolution; and

**WHEREAS**, the agreement with Orphan Productions for the operation of the emergency safe parking program, will include, but is not limited to, assessment and referrals for a full range of case management services for those admitted to the program, a location monitor to oversee the safety of those parking at the location and to monitor program compliance, development of a security plan, community outreach plan, and sanitation plan; and

**WHEREAS**, implementation of such agreement and establishment of temporary Safe Parking Program operated at the Coastal Office Building, 2616 First Ave., Marina, California, 93933, is statutorily exempt from the California Environmental Quality Act pursuant to section 15269(c) of the CEQA Guidelines because it is necessary to mitigate an immediate threat to public peace, health, and safety and to address an immediate need for shelter for the homeless in the upcoming winter pending development of a longer-term solution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Monterey County Board of Supervisors, of the County of Monterey, adopts this Resolution To:

- a. Adopt a Resolution to allow the Department of Social Services to create and implement a temporary Safe Parking Program to assist those living in their vehicles;
- b. Approve and authorize the Director of the Department of Social Services to sign an agreement with Orphan Productions for \$150,000 to provide a safe parking program for the period of November 30, 2017 through November 29, 2018;
- c. Authorize the Director of the Department of Social Services to sign up to three amendments to this agreement where the total amendments do not exceed 10% of the original contract amount (\$15,000), and do not significantly change the scope of work;
- d. Find the project Statutorily Exempt per Section 15269(c) of the CEQA Guidelines as an Urgent Threat to the Public Health and Safety;
- e. Approve the attached Resolution with findings and evidence supporting this recommendation for consideration. Staff recommends approval;
- f. Approve and authorize the Auditor-Controller to increase appropriations in the adopted FY 17/18 Community Programs Budget 001-5010-SOC004-8258 in the amount \$87,500

with the option for financing that takes a portion of the monies not needed for the Monterey Bay Community Powers financing.

- g. Directed staff to return with a Declaration of Emergency for a Shelter Crisis on December 5, 2017.

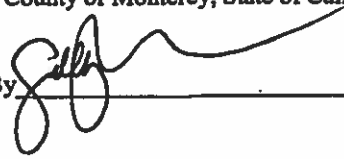
**PASSED AND ADOPTED** upon motion of Supervisor Alejo, seconded by Supervisor Salinas and carried this 14<sup>th</sup> day of November 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting on November 14, 2014.

Dated: December 13, 2017  
File Number: A 17-442

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By 

Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Orphan Productions \_\_\_\_\_,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
Provide operation of a daily Safe Parking Program located in the parking lot of 2616 First Avenue in Marina, California.

**2.0 PAYMENT PROVISIONS.**

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 150,000.00.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from November 30, 2017 to November 29, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

|             |                           |           |                                     |
|-------------|---------------------------|-----------|-------------------------------------|
| Exhibit A-1 | Daily Monitoring Report   | Exhibit F | Audit Requirements                  |
| Exhibit B   | DSS Additional Provisions | Exhibit G | HIPPA Certification                 |
| Exhibit C   | Budget                    | Exhibit H | Child Abuse Reporting Certification |
| Exhibit D   | Invoice                   | Exhibit I | Elder Abuse Reporting Certification |
| Exhibit E   | Lobbying Certification    |           |                                     |

## **5.0 PERFORMANCE STANDARDS.**

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## **6.0 PAYMENT CONDITIONS.**

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## **7.0 TERMINATION.**

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## **8.0 INDEMNIFICATION.**

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## **9.0 INSURANCE REQUIREMENTS.**

### **9.01 Evidence of Coverage:**

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### **9.02 Qualifying Insurers:**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance,** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance,** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance,** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY:                                         | FOR CONTRACTOR:                                   |
|-----------------------------------------------------|---------------------------------------------------|
| Lauren Suwansupa - Management Analyst               | Tia Fechter                                       |
| Name and Title                                      | Name and Title                                    |
| 1000 S. Main Street, Suite 301<br>Salinas, CA 93901 | 484B Washington Street #113<br>Monterey, CA 93940 |
| Address                                             | Address                                           |
| 831-796-3584                                        | 843-323-6927                                      |
| Phone                                               | Phone                                             |

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

## 16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

### COUNTY OF MONTEREY

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: 12-15-17

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
County Counsel

Date: 11-7-17

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

### CONTRACTOR

\_\_\_\_\_  
Orphan Productions  
Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Brian Bajari, Vice-President  
Name and Title

Date: 11/2/17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Tia Fechter, Treasurer  
Name and Title

Date: 11-2-17

County Board of Supervisors' Agreement Number: A-13791, approved on (date): 11/14/17

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### ORPHAN PRODUCTIONS

- A. TOTAL FUNDING:** \$150,000.00
- B. CONTRACT TERM:** November 30, 2017 to November 29, 2018
- C. CONTACT INFORMATION:**
- County Contract Monitor: Monterey County Department of Social Services  
Lauren Suwansupa, Management Analyst  
1000 S. Main Street, Suite 301 Salinas, CA 93901  
Phone: (831) 796-3584 Fax: (831) 755-8477  
[suwansupal@co.monterey.ca.us](mailto:suwansupal@co.monterey.ca.us)
- Contractor Information: Orphan Productions  
Tia Fechter  
484B Washington St #113 Monterey, CA 93940  
Phone: (843) 323-6927  
[tiacorliss@hotmail.com](mailto:tiacorliss@hotmail.com)
- Location of Services: District 4 Supervisor Office  
2616 First Avenue  
Marina, CA 93933
- Program Hours: 7 PM to 7 AM - Seven Days per Week

**D. BACKGROUND**

Orphan Productions began operating in 2005 and was incorporated in South Carolina. The charity is permitted to operate in all U.S. states and territories. Orphan Productions' work has involved help to international AIDS victims and other orphans through direct distribution of medical supplies, hard goods, clothing and other supplies. Orphan Productions has also been involved in direct education to U.S. students and children groups concerning the needs of worldwide orphans through groups as varied as the Boy Scouts of America, public and private schools, and the United Nations Children's Fund (UNICEF). Orphan Productions has worked directly in delivering corporate aid from groups that include Newman's Own, Life Is Good, Clif Bar and many others. Nationally, Orphan Productions has concentrated on the needs of the homeless population in delivering food and personal hygiene care. Most this work has taken place in Monterey County, CA. In the past five years, Orphan Productions has delivered hundreds of thousands of pounds of food and needed supplies to those living on the streets, in the wild, in camps, cars and R.V.'s. Orphan Productions works in close contact with representatives of the Monterey County Food Bank.

Over the past five years, workers of Orphan Productions have provided oversight work in Monterey County in assisting with the operation and efficiency of the One Starfish Safe Parking & Supportive Services program. One Starfish Safe Parking & Supportive Services Program, through a professional worker, directly assists people living out of their cars in getting on a path to structured safe housing.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### **E. DESCRIPTION OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### **E.1 SAFE PARKING PROGRAM OPERATION**

- E.1.1 Manage and operate a Safe Parking program for up to 15 vehicles or more if space allows in the identified COUNTY lot at 2616 First Avenue, Marina, CA.
- E.1.2 Ensure adherence to the Safe Parking hours of 7PM to 7AM, seven days per week including all holidays
- E.1.3 Ensure all vehicles vacate the site by 7AM each morning.
- E.1.4 Develop policies and procedures for:
  - E.1.4.a Client intake and eligibility.
  - E.1.4.b Ensuring participating vehicles show proof of valid driver license and vehicle registration.
  - E.1.4.c Client etiquette/rules while on premises.
  - E.1.4.d Restriction of drug and alcohol use at the Safe Parking site.
  - E.1.4.e Repercussions for those participants who do not comply with Safe Parking Site Policies.
- E.1.5 Develop a plan for daily entrance and exit of vehicles from the Safe Parking Site and establish specific hours of operation for the program that:
  - E.1.5.a Ensures vehicles vacate the premises each morning at a designated time.
  - E.1.5.b Ensures no vehicles are permitted to enter the premises after a designated time each evening.
  - E.1.5.c Ensures there is a policy to address inoperable vehicles.
  - E.1.5.d Ensure all participants are responsible for disposing of garbage in the bins provided and have removed personal belongings.
- E.1.6 Provide all services and written documents at a minimum, in both English and Spanish.
- E.1.7 Implement and enforce all plans and policies for the Safe Parking Program.
- E.1.8 Submit the Safe Parking Daily Participant Information Report and a Monthly Summary to COUNTY. See Section I, REPORTING INSTRUCTIONS & SUBMISSION.
- E.1.9 Coordinate with and oversee any subcontractors involved in the Safe Parking Program.
- E.1.10 Make all program plans, policies, and procedures available to COUNTY upon request.

#### **E.2 COMMUNITY COLLABORATION**

- E.2.1 Actively seek and leverage funding for the program by reaching out to local philanthropic organizations, soliciting private donations, and engaging local jurisdictions.
- E.2.2 Develop a plan to provide information and referral of community resources such as, behavioral health and substance abuse treatment to vehicle dwellers.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- E.2.3 Enter client demographics and other basic program data using the Homeless Management Information System (HMIS) and Coordinated Assessment and Referral System (CARS).
- E.2.4 Be responsible for community outreach and education to introduce the program and address any neighborhood concerns. Report back top COUNTY, for pre-review, all community outreach efforts and education plans.

### E.3 SAFETY AND SECURITY

- E.3.1 Develop a site security plan to provide adequate safety during hours of operation of the Safe Parking program with defined points of contact in cases of emergency.
- E.3.2 Hire security guard and ensure security guard is present on-site during daily entry and exit program times, as well as intermittently for a total of three hours on-site per night during program hours.
- E.3.3 Ensure there is no loitering in the proximity of the parking area.

### F. COUNTY RESPONSIBILITIES:

- F.1.1 County shall provide two garbage bins and two porta-toilets which will be serviced weekly.
- F.1.2 County shall provide extended janitorial services to include, but not be limited to clean-up of spills, leftover garbage, and dumped items ensuring the parking lot is clean before employees arrive to work. CONTRACTOR is responsible for ensuring participants clean up personal space per Section E.1.5.d above.

### G. REPORTING INSTRUCTIONS & SUBMISSION

- G.1 CONTRACTOR shall submit the Safe Parking Daily Participant Information report set forth on the form attached as **Exhibit A-1**.
- G.2 CONTRACTOR shall submit the Safe Parking Daily Participant Information report (**Exhibit A-1**) via email to the County Contract Monitor each day for the previous night's report.

### H. PAYMENT PROVISIONS

- H.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- H.2 COUNTY shall pay CONTRACTOR starting costs of **fifteen thousand dollars (\$15,000)** upon execution of the Agreement.
- H.3 CONTRACTOR shall invoice COUNTY monthly with expenses. Of those invoiced expenses, **one thousand two hundred fifty dollars (\$1,250)** shall be subtracted from payment owed on each monthly invoice throughout the term of the Agreement or until the starting costs of **fifteen thousand dollars (\$15,000)** are paid back to COUNTY. Once the starting costs have been paid back to COUNTY, CONTRACTOR will receive payments as invoiced monthly.
- H.4 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred fifty thousand dollars (\$150,000)**.

**SCOPE OF SERVICES/PAYMENT PROVISIONS****I. INVOICING INSTRUCTIONS & SUBMISSION**

- I.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed, with the final invoice due no later than December 10, 2018.
- I.2 The invoice shall be submitted on the invoice form set forth in **Exhibit D**.
- I.3 All original invoices shall be mailed to:
  - I.3.1 Monterey County Department of Social Services  
c/o Lauren Suwansupa  
1000 S. Main St, Suite 301  
Salinas, CA 93901

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## Safe Parking Program Daily Participant Information Report

| Date                     | Unique<br>(new vehicles) | Repeated<br>(return vehicles) | Total Nightly<br>Vehicles         | Total Women | Total Men | Total Children | Unique<br>(new guests) | Repeated<br>(return guests) | Total Nightly<br>Guests | Comments |
|--------------------------|--------------------------|-------------------------------|-----------------------------------|-------------|-----------|----------------|------------------------|-----------------------------|-------------------------|----------|
| 11/30/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/2/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/2/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/3/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/4/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/5/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/6/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/7/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/8/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/9/2017                |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/10/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/11/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/12/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/13/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/14/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/15/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/16/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/17/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/18/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/19/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/20/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/21/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/22/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/23/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/24/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/25/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/26/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/27/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/28/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/29/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/30/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| 12/31/2017               |                          |                               | 0                                 |             |           |                |                        |                             | 0                       |          |
| Total Unique Vehicles: 0 |                          |                               | Total Unique Clients For Month: 0 |             |           |                |                        |                             |                         |          |

## **EXHIBIT B**

### **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES**

#### **ADDITIONAL PROVISIONS**

##### **I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in Exhibit D.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on December 10<sup>th</sup>, 2018. If the Final Invoice is not received by COUNTY by close of business on December 10<sup>th</sup>, 2018, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.

**1.03 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in Exhibit C. Only the costs listed in Exhibit C as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

## **EXHIBIT B**

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

## **II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

### **2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

## **EXHIBIT B**

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
  - Establishing a drug-free awareness program to inform employees about all of the following:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the organization's policy of maintaining a drug-free workplace;
    - 3) any available drug counseling, rehabilitation, and employee assistance programs;
    - 4) the penalties that may be imposed upon employees for drug abuse violations;
    - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### **III. CONFIDENTIALITY**

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by

## EXHIBIT B

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

### IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

## **EXHIBIT B**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and 28 CFR Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act**; Calif. Government Code Sec. 7290 et seq.
- **The Food Stamp Act of 1977**, as amended and in particular Section 272.6.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

## **EXHIBIT B**

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## **V. CONTRACT ADMINISTRATORS**

**5.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Tia Fechter** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**5.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

## **EXHIBIT B**

### **VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

### **VII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

November 30, 2017 - November 29, 2018

Agency Name Orphan Productions

| Expense Categories          | Safe Parking Program |            | Total Budget  |
|-----------------------------|----------------------|------------|---------------|
|                             | \$150,000.00         |            | \$150,000.00  |
| Program Director            | \$                   | 19,980.00  | \$ 19,980.00  |
| Case Manager                | \$                   | 28,860.00  | \$ 28,860.00  |
| Staff Training              | \$                   | 2,500.00   | \$ 2,500.00   |
| Community Outreach          | \$                   | 1,000.00   | \$ 1,000.00   |
| Lot Security                | \$                   | 32,120.00  | \$ 32,120.00  |
| Legal                       | \$                   | 12,000.00  | \$ 12,000.00  |
| CPA                         | \$                   | 3,000.00   | \$ 3,000.00   |
| Direct Financial Assistance | \$                   | 22,500.00  | \$ 22,500.00  |
| Occupancy                   | \$                   | 7,200.00   | \$ 7,200.00   |
| Program Supplies            | \$                   | 1,250.00   | \$ 1,250.00   |
| Insurance                   | \$                   | 6,000.00   | \$ 6,000.00   |
| Indirect Costs (max 10%)    | \$                   | 13,590.00  | \$ 13,590.00  |
| Program Total               | \$                   | 150,000.00 | \$ 150,000.00 |

**Budget Narrative**

| Expense Category            | Line Item narrative                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Program Director            | Program Director will monitor and run the Safe Parking Program in an effort to assure that clients gain access to resources & services to help them transition into more stable housing based on their individual needs. This position is part-time and will require 15 or more hours of work weekly, not defined. \$18000 annual salary. Includes state and federal payroll taxes at 11%. |
| Case Manager                | Case Manager Worker will work to assure that Safe Parking Program clients gain access to resources and services to help them transition into more stable housing based on their individual needs. This position is 0.5 FTE, 20 hours a week at \$25/hour \$26000 annual, benefits not included. Includes state and federal payroll taxes at 11%.                                           |
| Staff Training              | Training & workshops to support better services and learn about community resources may include but are not limited to child abuse assessment & reporting, domestic abuse, elder care, resources for homeless. Includes reimbursement for travel and registration fees, and biannual renewal of social work license.                                                                       |
| Community Outreach          | Event planning for program awareness initiatives in neighborhood of parking site and for other organizations helping homeless, outreach to perspective guests including printing of brochures and business cards                                                                                                                                                                           |
| Lot Security                | Part time security at one site at a rate estimated \$88 per night for three one hour checks including near 7pm, random check during night, and near 7am. Services includes gps tracking, parking enforcement, complaint response, vendor response, eviction assistance, daily activity reports, and incident reports                                                                       |
| Legal                       | Legal Services @ \$1000 a month for a retainer to support contract negotiations, support for guests when needed (e.g., SSDI cases), review program permits and paperwork, consult on program issues that may arise                                                                                                                                                                         |
| CPA                         | CPA estimated @\$100 per hour for 30 hours annual for quarterly financial reports, payroll, tax filings, monthly bookkeeping                                                                                                                                                                                                                                                               |
| Direct Financial Assistance | Debt relief and emergency funding aimed towards stable car-living, advancement into the workforce, or stable housing assistance. Estimated at \$1,500 per client x 15 participants annually.                                                                                                                                                                                               |
| Occupancy                   | Office space for Social Worker to meet with program participants and provide direct case management services. \$600 per month includes utility costs.                                                                                                                                                                                                                                      |
| Program Supplies            | Furnishings and supplies needed for operations and case management services including modest meeting space furnishings, lockable file cabinet, and other program office supplies.                                                                                                                                                                                                          |
| Insurance                   | Insurance to insure lot, board, provide workers comp, meet county insurance requirements                                                                                                                                                                                                                                                                                                   |
| Indirect Costs (max 10%)    | Indirect Administrative Costs, maximum 10% of operational costs.                                                                                                                                                                                                                                                                                                                           |

Funding Source:

ORPHAN PRODUCTIONS  
Safe Parking Program  
November 30, 2017 - November 29, 2018

Exhibit D

**INVOICE**

Remit to:  
Orphan Productions  
484B Washington St #113  
Monterey, CA 93940

Nov 30 - Dec 31, 2017

| Budget Item                           | Safe Parking Program | Monthly Expense | Total Contract To Date Expense | Balance Contract Funds |
|---------------------------------------|----------------------|-----------------|--------------------------------|------------------------|
| Program Personnel                     |                      |                 |                                |                        |
| Program Director                      | \$ 19,980.00         | \$ -            | \$ -                           | \$ 19,980.00           |
| Case Manager                          | \$ 28,860.00         | \$ -            | \$ -                           | \$ 28,860.00           |
| <i>Total Program Personnel</i>        | \$ 48,840.00         | \$ -            | \$ -                           | \$ 48,840.00           |
| Operating Costs                       |                      |                 |                                |                        |
| Security                              | \$ 32,120.00         | \$ -            | \$ -                           | \$ 32,120.00           |
| Training                              | \$ 2,500.00          | \$ -            | \$ -                           | \$ 2,500.00            |
| Community Outreach                    | \$ 1,000.00          | \$ -            | \$ -                           | \$ 1,000.00            |
| Legal                                 | \$ 12,000.00         | \$ -            | \$ -                           | \$ 12,000.00           |
| Accounting                            | \$ 3,000.00          | \$ -            | \$ -                           | \$ 3,000.00            |
| Occupancy                             | \$ 7,200.00          | \$ -            | \$ -                           | \$ 7,200.00            |
| Insurance                             | \$ 6,000.00          | \$ -            | \$ -                           | \$ 6,000.00            |
| Program Supplies                      | \$ 1,250.00          | \$ -            | \$ -                           | \$ 1,250.00            |
| <i>Total Operating Costs</i>          | \$ 65,070.00         | \$ -            | \$ -                           | \$ 65,070.00           |
| Indirect Expenses - not to exceed 10% | \$ 13,590.00         | \$ -            | \$ -                           | \$ 13,590.00           |
| Direct Financial Assistance           | \$ 22,500.00         | \$ -            | \$ -                           | \$ 22,500.00           |
| <b>Total Program Costs</b>            | <b>\$ 150,000.00</b> | <b>\$ -</b>     | <b>\$ -</b>                    | <b>\$ 150,000.00</b>   |

|               |             |                   |                |              |               |
|---------------|-------------|-------------------|----------------|--------------|---------------|
|               | Monthly Sum | Startup Repayment | Payment Amount | Paid to Date | Balance       |
| Monthly Total | \$ -        | \$ 1,250.00       | \$ (1,250.00)  | \$ 13,750.00 | \$ 136,250.00 |

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for payment pursuant to the terms of the contract.

Authorized signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name / Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Monterey Co. DSS Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

### Orphan Productions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
Signature

Treasurer  
Title

Orphan Productions  
Agency/Organization

11-2-17  
Date

## AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

### I. CPA Audit on Termination:

#### 1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

#### 1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit, or audit report, required herein no later than 120 days after the close of CONTRACTOR's Fiscal Year. If CONTRACTOR's fiscal records adhere to a Fiscal Year different from COUNTY's, then CONTRACTOR's audit will include a schedule(s) coinciding with COUNTY's Fiscal Year (July-June), or CONTRACTOR may submit a program specific audit coinciding with COUNTY's Fiscal Year (July-June).

In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY in order to grant the extension. The submittal of the audit will continue to be required and due **no later than six (6) months** after the close of CONTRACTOR's fiscal year-end.

#### 1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. **The audit must identify all federal, state, County and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

**-OR-**

2) If CONTRACTOR is not required to have an annual independent audit conducted in accordance with *both* Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with COUNTY's request, *then* an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted *as long as the audit includes this grant/program as part of the testing*. **The audit must identify all federal, state, County and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

## EXHIBIT F

COUNTY reserves the right to require a program specific audit at COUNTY's discretion.

### 1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

### II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

**III. Recovery of Overpayments:** If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

\_\_\_\_\_  
Orphan Productions

\_\_\_\_\_  


(signature of authorized representative)

\_\_\_\_\_  
11-2-17

(date)

## **EXHIBIT G**

### **Health Insurance Portability & Accountability Act (HIPAA) Certification**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

#### **I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
  - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
  - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

## EXHIBIT G

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

### III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

## EXHIBIT G

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

**CONTRACTOR:** Orphan Productions

By: ho Fadh

Title: Treasurer

Date: 11-2-17

## EXHIBIT H

### CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

Orphan Productions

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.



Authorized Signature



Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

**ELDER/DEPENDENT ADULT  
ABUSE & NEGLECT REPORTING  
CERTIFICATION**

Orphan Productions

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:  
<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:  
<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

  
\_\_\_\_\_  
Authorized Signature

11-2-17  
\_\_\_\_\_  
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call  
**1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

**WELFARE AND INSTITUTIONS CODE  
SECTION 15659**

**15659.**

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.