

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY
FOR THE PROVISION OF
OUTREACH AND ENROLLMENT SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and Community Health Initiative of Orange County, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued a Request For Proposal for Outreach and Enrollment Services in October 2022;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Outreach and Enrollment Services (OES) for hard-to-reach Individual(s)/Family(ies) eligible for benefits under the Federal Affordable Care Act (ACA) and CalFresh under California’s implementation of the federal Supplemental Nutrition Assistance Program (SNAP);

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to Senate Bill 154, which was enacted by the California State Legislature, and signed by the California State Governor on June 27, 2022; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

TABLE OF CONTENTS

1. TERM..... 4

2. ALTERATION OF TERMS..... 4

3. STATUS OF CONTRACTOR..... 4

4. DESCRIPTION OF SERVICES 5

5. LICENSES AND STANDARDS 5

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP 6

7. SUBCONTRACTS..... 7

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE..... 8

9. NON-DISCRIMINATION 9

10. NOTICES 12

11. NOTICE OF DELAYS..... 13

12. INDEMNIFICATION 13

13. INSURANCE 13

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS 17

15. CONFLICT OF INTEREST 18

16. ANTI-PROSELYTISM PROVISION 19

17. SUPPLANTING GOVERNMENT FUNDS 19

18. EQUIPMENT 19

19. BREACH SANCTIONS..... 20

20. PAYMENTS..... 21

21. OVERPAYMENTS 23

22. OUTSTANDING DEBT 23

23. FINAL REPORT 23

24. INDEPENDENT AUDIT 23

25. RECORDS, INSPECTIONS, AND AUDITS 24

26. PERSONNEL DISCLOSURE..... 26

27. EMPLOYMENT ELIGIBILITY VERIFICATION..... 28

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING..... 29

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 29

30. CONFIDENTIALITY 29

31. SECURITY..... 30

32. COPYRIGHT ACCESS 32

33. WAIVER 32

34. SERVICES DURING EMERGENCY AND/OR DISASTER 33

35. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA..... 34

36. REPORTS 34

37. ENERGY EFFICIENCY STANDARDS 35

38. ENVIRONMENTAL PROTECTION STANDARDS 35

39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS..... 35

40. POLITICAL ACTIVITY 37

41. TERMINATION PROVISIONS 37

42. COOPERATIVE CONTRACT 38

43. GOVERNING LAW AND VENUE..... 39

44. SIGNATURE IN COUNTERPARTS 39

ATTACHMENT A

1. POPULATION TO BE SERVED 1
2. DEFINITIONS 1
3. WORKLOAD STANDARDS 3
4. SERVICE REQUIREMENTS 5
5. SERVICE AREAS 7
6. HOURS OF OPERATION 7
7. AGENCY REQUIREMENTS 8
8. FACILITIES 9
9. REPORTING REQUIREMENT 9
10. MEETINGS 9
11. PERFORMANCE MONITORING 10
12. BUDGET 10
13. STAFFING REQUIREMENTS 14
14. TRAINING 19
15. QUALITY ASSURANCE/QUALITY CONTROL 19

1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

3.3 CONTRACTOR certifies it is in compliance with Disabled Veteran Business Enterprise

requirements at the time this Contract is executed.

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and Community Health Initiative of Orange County, for the Provision of Outreach and Enrollment Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.2.1 For federally funded Contracts in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

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

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Contract without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Contract. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Contract. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Contract. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes

occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. NON-DISCRIMINATION

9.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive

consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect

or which would violate the California Department of Social Services (CDSS). Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf>

(Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program>

(Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>

(Social Services Agency (SSA) Contractor and Vendor Compliance page)

10. NOTICES

10.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Contract, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: Community Health Initiative of Orange
County
1505 E. 17th Street, #121
Santa Ana, CA, 92705

10.2 All notices shall be deemed effective when in writing and when:

10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 10.1 above;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

10.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12. INDEMNIFICATION

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

13. INSURANCE

13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and

conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this contract.

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

13.5 Qualified Insurer

13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

13.9 Required Coverage Forms

13.9.1 Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

13.9.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.10 Required Endorsements

13.10.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

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

13.10.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained

by the County of Orange shall be excess and non-contributing.

13.10.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

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

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

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

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

13.13 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.

13.14 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims made" policy(ies), CONTRACTOR shall agree to the following:

13.14.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.

13.14.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.

13.14.3 If coverage is canceled or non-renewed, and not replaced with another claims-

made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration or earlier termination of the Contract.

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

13.16 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Contract.

13.17 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

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

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

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

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s

performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

- 14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 14.3 Any third-party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
- 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.
- 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.
- 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this

information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Contract with any funds made available under this Contract. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

18. EQUIPMENT

18.1 All items purchased with funds provided under this Contract, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Contract. Upon the termination of this Contract, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

18.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how

the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.

18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

18.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, regardless of purchase price, without prior written approval of ADMINISTRATOR.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

19.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$1,800,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$600,000 for July 1, 2023, through June 30, 2024;

20.1.2 \$600,000 for July 1, 2024, through June 30, 2025; and

20.1.3 \$600,000 for July 1, 2025, through June 30, 2026.

20.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2024, 2025, and 2026, during the month of such anticipated expenditure.

20.3 Claims

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther

King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 of this Contract.

20.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

20.3.4 Year-End and Final Claims

20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

20.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment

exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

22. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and during the term of this Contract.

23. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this Contract. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

24. INDEPENDENT AUDIT

24.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Contract in compliance with 31 USC 7501 – 7507,

as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Contract, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

- 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Contract. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Contract with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

25. RECORDS, INSPECTIONS, AND AUDITS

25.1 Financial Records

25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

25.2 Client Records

25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of

clients served and dates and type of services provided under the terms of this Contract in a form acceptable to ADMINISTRATOR.

- 25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2 of this contract.
- 25.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Contract.
- 25.3 Public Records
- To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.
- 25.4 Inspections and Audits
- 25.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Contract. Further, all the above-mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract and the premises in which it is being performed.

25.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

25.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Contract.

25.5 Evaluation Studies

CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

26. PERSONNEL DISCLOSURE

26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 13 of Attachment A (hereinafter referred to as "Personnel").

26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

26.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

26.2.3 The professional degree, if applicable, and experience required for each position; and

26.2.4 The language skill, if applicable, for all Personnel.

- 26.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.
- 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 26.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 26.7 In the event a record is revealed through the processes described in above Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records

of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

- 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 19 above.
- 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of

employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

30. CONFIDENTIALITY

30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and

- confidentiality, as each may now exist or be hereafter amended including, but not limited to, the Medi-Cal Privacy and Security Agreement which is also known as the Business Associate Addendum of the Medi-Cal Health Enrollment Navigators Project Allocation Agreement between the COUNTY and California Department of Health Care Services, and the CalSAWS Information Security Policy.
- 30.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.
- 30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

31. SECURITY

31.1 Security Requirements

31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and

controls shall include at a minimum:

- 31.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.
- 31.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.
- 31.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.
- 31.1.1.4 Firewall protection.
- 31.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
- 31.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Contract administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

31.2 Security Breach Notification

31.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

- 31.2.1.1 Investigate to determine the nature and extent of the Security Breach.
 - 31.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
 - 31.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.
- 31.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

32. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Contract, including those covered by copyright.

33. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be

performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

34. SERVICES DURING EMERGENCY AND/OR DISASTER

- 34.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.
- 34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies

necessary to conduct business during an emergency and/or disaster.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

- 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.
- 35.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:
- 35.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
- 35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;
- 35.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
- 35.2.3.1 Any commercial product or service; and
- 35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet <https://cio.ocgov.com/egovernment-policies>.

36. REPORTS

- 36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR

to complete any State-required reports related to the services provided under this Contract.

- 36.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

37. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

38. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

- 38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 38.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 38.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- 39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form

provided by ADMINISTRATOR that includes the text below in Subparagraphs 39.1.1 - 39.1.1.4.

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

39.1.1.1 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 an 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

39.1.1.2 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 Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

39.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

39.1.1.4 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.

40. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

41. TERMINATION PROVISIONS

41.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

41.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

41.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in

breach of this Contract.

- 41.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.
- 41.5 If any term, covenant, condition, or provision of this Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

42. COOPERATIVE CONTRACT

- 42.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.
- 42.2 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any

other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

42.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

42.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

43. GOVERNING LAW AND VENUE

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

44. SIGNATURE IN COUNTERPARTS

44.1 The parties agree that separate copies of this Contract may be signed by each of the parties, and this Contract will have the same force and effect as if the original had been signed by all the parties.

44.2 CONTRACTOR represents and warrants that the person executing this Contract on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Community Health Initiative of Orange County

Georgina Maldonado

Executive Director

Print Name

Title

DocuSigned by:
Georgina Maldonado
CC6928EAC3C547A

3/6/2023 | 6:24:00 PM PST

Signature

Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Deputy County Counsel

Print Name

Title

DocuSigned by:
Carolyn S. Frost
D3AB98D76D0B425

3/7/2023 | 7:45:24 AM PST

Signature

Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF OUTREACH AND ENROLLMENT SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Outreach and Enrollment Services to hard-to-reach individual(s)/family(ies), eligible for benefits under the Federal Affordable Care Act (ACA), CalFresh, and/or other programs as specified by the ADMINISTRATOR, hereinafter referred to as “Individual(s)/Family(ies).” This population may include but is not limited to:

1.1 Individuals with mental health disorder needs; persons with substance use disorder needs; persons with other disabilities; aged persons; persons who are homeless; people of color; immigrants and families of mixed immigration status; persons with limited English proficiency; low-wage workers and their families or dependents; uninsured children and youth formerly enrolled in Medi-Cal; and persons who are in Orange County Jails, including Probation Departments of Juvenile Facilities, on county probation, or under post release community supervision.

2. DEFINITIONS

2.1 Affordable Care Act (ACA): A United States federal statute signed into law on March 23, 2010, which reduces the uninsured rate by expanding public and private insurance coverage and lessens the costs of healthcare for Individuals and the government.

2.2 BenefitsCal: A website (<https://benefitscal.com/>) for Individual(s)/Family(ies) to apply for, view, and renew benefits for health coverage, food, and cash assistance.

2.3 CalFresh: California’s implementation of the federal Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp program, which provides monthly food benefits to Individual(s)/Family(ies) with low income.

2.4 California Statewide Automated Welfare System (CalSAWS): Case management system for county eligibility staff that provides CalWORKs, CalFresh, Medi-Cal, Foster Care, Refugee Assistance, County Medical Services Program, and General Assistance/General Relief to children, families, and individuals in California. It

- encompasses the following functions: eligibility determination, benefits calculation, benefits issuance, and information management.
- 2.5 Certified Application Assistor (CAA): An individual who is certified and trained to assist Individual(s)/Family(ies) with the application process for publicly funded health and human services programs.
- 2.6 Certified Enrollment Counselor (CEC): An individual trained to provide in-person counseling and assistance to consumers who need help applying or retaining coverage for Medi-Cal and Covered California programs. Covered California is the health insurance marketplace in California implemented in accordance with ACA.
- 2.7 Community Based Organization (CBO): A public or private nonprofit organization that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs.
- 2.8 Coalition of Orange County Community Health Centers: A consortium of safety net providers and key partners creating quality healthcare for vulnerable, underserved communities. Members are health centers that serve low-income Orange County residents.
- 2.9 Culturally Responsive: To have a general knowledge of cultural values and morals of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from diverse ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities, as well as protecting the dignity of each person.
- 2.10 Electronic Application System: A Web-based system, including, but not limited to, One-e-App or BenefitsCal, that allows CAAs/CECs to assist Individual(s)/Family(ies) in applying online for a range of publicly funded health and human services programs. ADMINISTRATOR will inform CONTRACTOR which electronic application system

shall be utilized.

- 2.11 Eligibility Status Report (SAR7): A required report to be completed by CalFresh households once a year; on the sixth (6th) month after enrollment. Benefits may be discontinued if verification of the information reported on the SAR7 is not provided within the specified timeframe.
- 2.12 Family Resource Center (FRC): A family-friendly, community-based site that provides access to comprehensive preventative and treatment oriented social, educational, and health services for all families.
- 2.13 Outreach Event: Any occasion and/or presentation where awareness, training and/or education is provided, including enrollment activities and distribution of literature to a group of Individuals where the topic of focus is Medi-Cal and CalFresh eligibility, enrollment, access, and/or retention of benefits.
- 2.14 Probation Departments of Juvenile Facilities: A correctional facility for juvenile offenders or delinquents, often under the supervision of a Juvenile Court and managed by the Orange County Probation Department.
- 2.15 Satisfaction Survey: A questionnaire designed to help an organization measure an Individual's satisfaction with the services provided under this Contract.

3. WORKLOAD STANDARDS

ADMINISTRATOR, at its sole discretion, may require changes to the Workload Standards listed below. Throughout the term of the Contract, CONTRACTOR shall measure progress through the following objectives:

- 3.1 Submit a sufficient number of applications, at Orange County Jails and Probation Departments of Juvenile Facilities, so that a minimum of four hundred (400) Individuals are approved for Medi-Cal or Dual Medi-Cal/CalFresh, annually. Individuals may request to be evaluated for CalFresh only, or other programs as identified by ADMINISTRATOR.
- 3.2 Screen Orange County Jail inmates and assist in completion of applications to ensure that a minimum of eighty-five percent (85%) of applications submitted result in

- approved benefits.
- 3.2.1 Evaluate incarcerated Individual(s) in Orange County Jails prior to their release date to determine CalFresh eligibility and assist in completion of application.
 - 3.3 Submit a sufficient number of applications, outside Orange County Jails and Probation Departments of Juvenile Facilities, so that a minimum of two thousand (2,000) Individual(s)/Family(ies) are approved for Medi-Cal or Dual Medi-Cal/CalFresh, annually. Individual(s)/Family(ies) may request to be evaluated for CalFresh only, or other programs as identified by ADMINISTRATOR.
 - 3.4 Facilitate and attend, in conjunction with CBOs, a minimum of four hundred (400) Outreach Events annually.
 - 3.4.1 Provide Medi-Cal and CalFresh outreach through social media, a minimum of one hundred and twenty (120) posts annually.
 - 3.5 Provide educational information during the application process for one hundred percent (100%) of new Medi-Cal and CalFresh applications to inform applicants of reporting requirements and how to maintain benefits.
 - 3.5.1 Educate Individual(s)/Family(ies) on the decommissioning of MyBenefits CalWIN (MyBCW) website, the introduction of BenefitsCal, and the benefits of registering in this new system and assist with the registration process.
 - 3.6 Attempt phone contact with one hundred percent (100%) of cases enrolled in Medi-Cal and CalFresh by the eleventh (11th) month following initial enrollment to remind them of upcoming redetermination.
 - 3.6.1 For CalFresh only, conduct retention measures for one hundred percent (100%) of CalFresh approved cases, thirty (30) days prior to the SAR7 due date to remind them of their upcoming reporting requirements. Retention measures may include contact by phone, email, mail, or in person.
 - 3.7 Attempt phone contact with one hundred percent (100%) of Medi-Cal cases within thirty to forty-five (30-45) days of notification of a Medi-Cal case approval to confirm enrollment in Medi-Cal and assist in selection of a managed care plan through Orange

County managed care providers.

- 3.8 Attempt phone contact with one hundred percent (100%) of Medi-Cal cases to record healthcare utilization within the first six (6) months of enrollment in Medi-Cal to inquire about benefit utilization, without violating Health Insurance Portability and Accountability Act laws, and provide assistance with barriers to accessing services.
- 3.9 Make contact with a minimum of four hundred fifty (450) cases in a 12-month period that have been discontinued for not providing Medi-Cal Redetermination, annually.
- 3.10 ADMINISTRATOR, at its sole discretion, shall provide CONTRACTOR with the necessary data to meet the obligations of Subparagraphs 3.7 through 3.9 above.
 - 3.10.1 CONTRACTOR shall ensure that staff who have access to the aforementioned data utilize it for the legitimate purpose of fulfilling the obligations of Subparagraphs 3.7 to 3.9 above.
 - 3.10.2 Upon termination of this Contract, CONTRACTOR shall purge the aforementioned data within thirty (30) calendar days.

4. SERVICE REQUIREMENTS

CONTRACTOR shall:

- 4.1 Establish a network of CBOs within Orange County to assist with outreach and enrollment activities.
- 4.2 Provide services in a manner that is responsive to the literacy, language, and socio-cultural needs of the Individual(s)/Family(ies) defined in Paragraph 1 of this Attachment A.
- 4.3 Ensure staff dress in business attire and conduct themselves in a professional manner including, but not limited to, when interacting in public venues and with Individual(s)/Family(ies).
- 4.4 Outreach Services

CONTRACTOR shall:

- 4.4.1 Develop strategies to assess areas of high uninsured rates and low CalFresh enrollment rates within Orange County and target Outreach Events in these areas.

- 4.4.2 Develop education materials for distribution at Outreach Events and FRCs on how to enroll in, access, and retain Medi-Cal and CalFresh services. All materials must be approved by ADMINISTRATOR prior to distribution.
- 4.4.3 Conduct the following community-based Outreach Events and activities in collaboration with CBOs:
 - 4.4.3.1 Identify and attend activities at FRCs and community sponsored events, including health fairs and job fairs, clinics, and events at community colleges and secondary education locations, to provide information to event attendees that is deemed appropriate by CONTRACTOR or ADMINISTRATOR. In addition, attend other Outreach Events, as requested by ADMINISTRATOR and mutually agreed upon by the parties. CONTRACTOR shall also utilize other virtual means (e.g., social media posts, e-mails, text messages) to connect with the target population.
 - 4.4.3.2 Develop outreach programs which shall include, but not be limited to, providing information to Individual(s)/Family(ies) on Medi-Cal eligibility under ACA and CalFresh and where to enroll. Written material provided should be at a third (3rd) grade reading level and offered in languages that meet the community needs.
 - 4.4.3.3 Submit a monthly calendar of scheduled Outreach Events to ADMINISTRATOR by the twentieth (20th) calendar day of each month for the upcoming month for review.

4.5 Enrollment Services

CONTRACTOR shall:

- 4.5.1 Utilize an electronic application system and paper application, as directed by ADMINISTRATOR, to enroll Individual(s)/Family(ies) into Medi-Cal and/or CalFresh.
- 4.5.2 Develop a tool kit with essential forms and resources to facilitate consistency in outreach and enrollment for CAAs/CECs.
- 4.5.3 Provide care coordination services that will include, but not be limited to, enrollment in other State and federal programs, such as Woman, Infant and

Child; low-income housing; California Alternative Rates for Energy/Family Electric Rate Assistance (CARE/FERA); and referrals to FRCs, food banks, and other community resources.

- 4.5.4 Assist Individual(s)/Family(ies) with the selection of a health care provider and information on retaining benefits.
 - 4.5.5 Provide staff at events as directed by ADMINISTRATOR.
 - 4.5.6 Provide follow-up services to ensure Individual(s)/Family(ies) are connected to a medical and dental provider.
 - 4.5.7 Conduct group workshops to educate newly enrolled Individual(s)/Family(ies) on how to utilize Medi-Cal and CalFresh benefits and navigate the healthcare system.
- 4.6 Retention Services
- Ensure newly enrolled Individual(s)/Family(ies) maintain Medi-Cal and CalFresh benefits by confirming enrollment; assist in selection of health care plan; assisting in completing the Annual Redetermination; and completing the SAR7, for CalFresh only cases, in accordance with Subparagraphs 3.6, 3.7, 3.8, and 3.9 of Attachment A.

5. SERVICE AREAS

CONTRACTOR shall provide services in facilities and location throughout Orange County, including, but not limited to, Orange County Jails, probation/parole offices, Behavioral Health Services clinics, FRCs, and other locations as specified by ADMINISTRATOR.

6. HOURS OF OPERATION

- 6.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services during business days, Monday through Friday, except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.
- 6.2 CONTRACTOR shall provide staff for events that occur in the evening hours or on

Saturdays.

- 6.3 CONTRACTOR shall provide staff at specific locations for specific hours to provide outreach and enrollment services at the request of ADMINISTRATOR.
- 6.4 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 6.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19 and shall not be reimbursed.

7. AGENCY REQUIREMENTS

CONTRACTOR shall:

- 7.1 Participate in the Coalition of Orange County Community Health Centers.
- 7.2 Provide a comprehensive approach to outreach and enrollment that assists Individual(s)/Family(ies) through the entire lifecycle of a Medi-Cal and/or CalFresh enrollment and renewal.
- 7.3 Ensure services are outcome-driven and identify indicators that accurately reflect progress towards contract deliverables.
- 7.4 Create an environment where Individual(s)/Family(ies) can begin to form bonds with CAAs/CECs and access essential services for their overall well-being.
- 7.5 Offer Individual(s)/Family(ies) a variety of support programs that focus on healing and recovery, self-sufficiency, and healthy integration into the community.
- 7.6 Develop relationships with community-based public and private organizations in an effort to raise awareness of Medi-Cal and CalFresh programs.
- 7.7 Provide information deemed necessary by ADMINISTRATOR to complete any State or Federal required reports related to services provided.
- 7.8 Generate, maintain, and distribute a monthly event calendar to

Individual(s)/Family(ies) detailing events scheduled for the month.

8. FACILITIES

Administrative services under this Contract shall be provided at:

Community Health Initiative of Orange County

1505 E. 17th Street, #121

Santa Ana, CA, 92705

CONTRACTOR and ADMINISTRATOR may agree in writing as to the facilities where services shall be provided without changing COUNTY's maximum obligation.

9. REPORTING REQUIREMENTS

CONTRACTOR shall provide, by the twentieth (20th) calendar day of each month, a status report for the preceding month, in a format approved by ADMINISTRATOR. Data elements shall include, but not be limited to, the following:

9.1 Records, data, and reports mandated by the State and federal government, and as may be required by ADMINISTRATOR.

9.2 Monthly status reports that shall include, but not be limited to:

9.2.1 Outreach Events attended, including date and location of events.

9.2.2 Number of Individual(s)/Family(ies) contacted at Outreach Events.

9.2.3 Names of Individual(s)/Family(ies) for whom applications were submitted through an electronic application system Legal service.

9.2.4 Names of Individual(s)/Family(ies) for whom paper applications were submitted to ADMINISTRATOR for processing.

9.2.5 Date application was completed.

9.2.6 Names of Individual(s)/Family(ies) whose applications were approved.

9.2.7 Names of Individual(s)/Family(ies) whose applications were not approved.

9.3 Status of Workload Standards stated in Paragraph 3 above.

10. MEETINGS

10.1 CONTRACTOR shall coordinate and attend quarterly meetings, or more often if needed, with partnering agencies and ADMINISTRATOR.

10.2 CONTRACTOR's direct service staff shall attend trainings and meetings, as requested

by ADMINISTRATOR.

11. PERFORMANCE MONITORING

11.1 CONTRACTOR and ADMINISTRATOR shall meet at least semi-annually to review and evaluate:

11.1.1 Methods for ensuring the workload standards defined in Paragraph 3 of this Attachment are at or above the level required.

11.1.2 Inspection of applications submitted.

11.1.3 Review of Outreach Event calendars.

11.1.4 Documentation of complaints from Individual(s)/Family(ies) and efforts to remediate the issue(s).

11.1.5 Training materials provided to CAAs/CECs.

11.1.6 Verification of training of CAAs/CECs.

12. BUDGET

12.1 The annual budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

BUDGET FOR: PERIOD OF 7/1/23 – 6/30/24

STAFFING AND BENEFITS

<u>STAFFING</u>	<u>Position Type ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽³⁾</u>	<u>FTEs ⁽²⁾</u>	<u>Amount</u>
Executive Director	A	77.00	0.10	
Program Director	A	41.00	0.20	
Administrative Manager	A	36.00	0.10	
Data Analyst	A	30.00	0.10	
Outreach Coordinator	D	30.00	0.10	
Special Projects Assistant	D	20.00	0.10	
CAAs/CECs	D	22.00	2.00	
Staffing Subtotal				\$148,660
EMPLOYEE BENEFITS ⁽⁴⁾ (20%)				\$29,732
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$178,392

TOTAL SERVICES AND SUPPLIES ^{(5) (7)}	\$23,608
TOTAL OPERATING EXPENSES ⁽⁸⁾	\$8,000
TOTAL SUBCONTRACTS	\$300,000
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, OPERATING EXPENSES, AND SUBCONTRACTS	\$510,000
INDIRECT COSTS ⁽⁶⁾	\$90,000
TOTAL ANNUAL BUDGET	\$600,000

BUDGET FOR: PERIOD OF 7/1/24 – 6/30/25STAFFING AND BENEFITS

<u>STAFFING</u>	<u>Position Type ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽³⁾</u>	<u>FTEs ⁽²⁾</u>	<u>Amount</u>
Executive Director	A	80.00	0.10	
Program Director	A	42.00	0.20	
Administrative Manager	A	37.00	0.10	
Data Analyst	A	31.00	0.10	
Outreach Coordinator	D	31.00	0.10	
Special Projects Assistant	D	21.00	0.10	
CAAs/CECs	D	23.00	2.00	
Staffing Subtotal				\$154,606
EMPLOYEE BENEFITS ⁽⁴⁾ (20%)				\$30,921
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$185,527
TOTAL SERVICE AND SUPPLIES ^{(5) (7)}				\$16,473
TOTAL OPERATING EXPENSES ⁽⁸⁾				\$8,000

TOTAL SUBCONTRACTS	\$300,000
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, OPERATING EXPENSES, AND SUBCONTRACTS	\$510,000
INDIRECT COSTS ⁽⁶⁾	\$90,000
TOTAL ANNUAL BUDGET	\$600,000

BUDGET FOR: PERIOD OF 7/1/25 – 6/30/26STAFFING AND BENEFITS

<u>STAFFING</u>	<u>Position Type ⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽³⁾</u>	<u>FTEs ⁽²⁾</u>	<u>Amount</u>
Executive Director	A	83.00	0.10	
Program Director	A	44.00	0.20	
Administrative Manager	A	39.00	0.10	
Data Analyst	A	32.00	0.10	
Outreach Coordinator	D	32.00	0.10	
Special Projects Assistant	D	22.00	0.10	
CAAs/CECs	D	24.00	2.00	
Staffing Subtotal				\$160,790
EMPLOYEE BENEFITS ⁽⁴⁾ (20%)				\$32,158
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$192,948
TOTAL SERVICE AND SUPPLIES ⁽⁵⁾⁽⁷⁾				\$9,052
TOTAL OPERATING EXPENSES ⁽⁸⁾				\$8,000
TOTAL SUBCONTRACTS				\$300,000
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, OPERATING EXPENSES, AND SUBCONTRACTS				\$510,000

INDIRECT COSTS ⁽⁶⁾	\$90,000
TOTAL ANNUAL BUDGET	\$600,000

- (1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.
- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Contract. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Contract, regardless of the number of hours actually worked.
- (3) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (4) Employee Benefits include contributions to health Insurance, a portion of the health insurance costs will be covered by the CONTRACTOR; payroll taxes such as federal and state taxes, Workers’ Compensation Tax, and State Disability Insurance (SDI) Taxes, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 20% of the actual salary expense claimed.
- (5) Mileage is limited to the amount allowed by IRS.
- (6) Indirect cost includes administrative cost not directly charged to the program including audit; accounting; human resources; and information technology. Indirect costs are based on 15% of staffing, benefits, service and supplies, operating

expenses, and subcontracts. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

- (7) Services and supplies shall include independent audit, program expenses, telephone, mileage, and tool kits.
- (8) Operating expenses shall include insurance, and facility expenses such as lease/rent expense and gross square footage.

12.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

12.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 41.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment A. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

12.4 In the event the budget shown in Subparagraph 12.1 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.

13. STAFFING REQUIREMENTS

13.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements.

- CONTRACTOR's staff shall be able to read, write, speak, and understand English. If Individual(s)/Family(ies) contact is required to obtain the required documentation or provide services, CONTRACTOR will be required to provide translation services for languages needed so that all Individual(s)/Families are provided services in their primary language.
- 13.2 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the client population identified in Attachment A. CONTRACTOR shall employ staff with the background, training, and experience to provide direct service.
- 13.3 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of this Agreement. For resignations, CONTRACTOR's notification shall include employee's name, position title, date of resignation, a description of planned recruitment activities, and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires, CONTRACTOR's notification shall include candidate's resume or application, position title, and date of hire.
- 13.4 CONTRACTOR's direct service staff shall be:
- 13.4.1 Fluent in, and possess the ability to prepare written reports in, English.
- 13.4.2 Proficient in the ability to speak and write in the specified second language (Spanish or Vietnamese).
- 13.5 CONTRACTOR shall:
- 13.5.1 Provide Spanish and Vietnamese translation services to meet the language needs of Individuals/Families.
- 13.5.2 Maintain record with employee's bilingual status.
- 13.5.3 Ensure staff who provide enrollment services in the jails, meet the clearance requirements of the Orange County Sheriff's Department.
- 13.6 CONTRACTOR shall provide the following minimum staff positions:
- 13.6.1 Administrative Manager

Duties

13.6.1.1 Responsible for the full scope of CONTRACTOR's administrative functions including, but not limited to, human resources oversight, monitoring external contract requirements, budget creating, tracking, and invoicing.

Qualifications

13.6.1.2 Bachelor's degree in Finance, Business Administration, or related field.

13.6.1.3 Knowledge of finance, bookkeeping, and principles of administration.

13.6.2 CAAs/CECs

Duties

13.6.2.1 Provide information and screen Individual(s)/Family(ies) for Medical eligibility utilizing the electronic application system designated by ADMINISTRATOR or by paper application when necessary.

13.6.2.2 Actively enroll new Individual(s)/Family(ies).

13.6.2.3 Provide timely submittal of applications and track eligibility and approvals.

13.6.2.4 Assist in developing plans to support outreach and enrollment efforts.

13.6.2.5 Prepare and submit weekly productivity reports to Program Director.

13.6.2.6 Participate in outreach and community events.

Qualifications

13.6.2.7 High School diploma or General Educational Development (GED).

13.6.2.8 Minimum of one (1) year of application assistor experience.

13.6.2.9 Excellent written and verbal communications skills.

13.6.2.10 Minimum of one (1) year of customer service experience.

13.6.2.11 Proficiency in English and bilingual based on community language need, as required.

13.6.3 Data Analyst

Duties

13.6.3.1 Plan, organize, and coordinate the operations of CONTRACTOR's data collection systems and evaluation activities.

13.6.3.2 Prepares data queries and grant/contract reports.

Qualifications

13.6.3.3 Bachelor's Degree in Information Technology, Public Health, or related field.

13.6.3.4 Knowledge of public and commercial web application systems.

13.6.4 Executive Director

Duties

13.6.4.1 Overall strategic and operational responsibility for CONTRACTOR's staff, programs, organizational development, and the execution of CONTRACTOR's mission.

Qualifications

13.6.4.2 Master's degree or minimum of six (6) years of experience in a relevant field, such as public administration, public health, or business administration, as well as any Executive Leadership and/or Management certification.

13.6.4.3 Demonstrated ability in dealing with both private and public funding sources, and in working on a collaborative basis with other related organizations.

13.6.5 Outreach Coordinator

Duties

13.6.5.1 Plans and develops program policies, procedures, and methods to ensure completion of COUNTY program objectives.

13.6.5.2 Spends time in the community, building partnerships and forging relationships conducive to enhancing outreach efforts.

13.6.5.3 Serves as liaison on all outreach related activities.

13.6.5.4 Develop, facilitate, and support Outreach Events to increase enrollment efforts.

13.6.5.5 Responsible for implementation and ongoing administration of the Medi-Cal Outreach and Enrollment Services program.

13.6.5.6 Coordinates and conducts Medi-Cal training sessions for county residents and staff.

Qualifications

13.6.5.7 Associate degree in Health Administration, Business, or human

services related field.

13.6.5.8 Two (2) years of experience working in a human service related field may substitute for the Associates degree.

13.6.5.9 Ability to manage projects under minimal supervision.

13.6.5.10 Ability to prepare clear, accurate, and effective reports, correspondence and informational brochures.

13.6.5.11 Knowledge of outreach and enrollment services.

13.6.6 Program Director

Duties

13.6.6.1 Analyze and make recommendations of practice and methods to ensure program objectives are met.

13.6.6.2 Oversee training of CAAs/CECs.

13.6.6.3 Conduct quality assurance assessments to ensure effectiveness of program.

13.6.6.4 Coordinate meetings with COUNTY, subcontracted CBOs, and other stakeholders.

13.6.6.5 Develop and monitor monthly summary reports, as required.

Qualifications

13.6.6.6 Bachelor's degree in Healthcare Administration, Public Policy, Public Administration, Health Planning, or human services related field; or a minimum of three (3) years of experience working in a human services related field.

13.6.6.7 Minimum of two (2) years of experience in program/organization management or administration in health or human services.

13.6.7 Special Projects Assistant

Duties

13.6.7.1 Assist with renewal applications.

13.6.7.2 Support outreach efforts.

13.6.7.3 Provide data entry support to team.

13.6.7.4 Answer incoming phone calls and triage of clients who need enrollment assistance for Medi-Cal or Cal Fresh.

13.6.7.5 Provide support to quality assurance activities including, but not

limited to, administering participant satisfaction surveys.

Qualifications

14.1.1.1 Associates degree in Healthcare Administration, or related field.

14.1.1.2 Knowledge of health enrollment, social services programs and excellent customer service skills.

14. TRAINING

14.2 CONTRACTOR's staff shall attend County training, conferences, and meetings as required by ADMINISTRATOR.

14.3 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.

14.4 CONTRACTOR shall ensure that CONTRACTOR's staff receives culturally responsive training.

14.5 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to ADMINISTRATOR, upon request.

14.6 CONTRACTOR shall maintain up-to-date training manual(s) for CAAs/CECs and subcontracted CBOs relating to the electronic application process.

14.7 CONTRACTOR shall coordinate and conduct training for CAAs/CECs and subcontracted CBOs on completing applications in the Electronic Application System, as determined by ADMINISTRATOR, and facilitate quarterly refresher trainings.

14.8 CONTRACTOR shall coordinate and conduct training for CAAs/CECs and subcontracted CBOs on completing paper applications for the inmate population and facilitate quarterly refresher trainings.

14.9 CONTRACTOR shall submit all training materials to be reviewed and approved by ADMINISTRATOR.

15. QUALITY ASSURANCE/QUALITY CONTROL

15.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start date and will be updated

and resubmitted for SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

- 15.1.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;
 - 15.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
 - 15.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by County policy; and
 - 15.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.
- 15.2 Satisfaction Surveys
- CONTRACTOR shall provide Satisfaction Surveys to determine the level of engagement achieved with each Individual/Family, their experience with services provided, and the effectiveness of enrollment services provided as follows:
- 15.2.1 Satisfaction Survey shall be provided to Individuals/Families within the jail system or out in the community upon enrollment process.
 - 15.2.2 Completed Satisfaction Surveys shall be provided to ADMINISTRATOR on the twentieth (20th) of each month.