

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ONEOC
AND
COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY
FOR THE PROVISION OF
MEDI-CAL OUTREACH AND ENROLLMENT SERVICES

This AGREEMENT, entered into this 1st day of April 1, 2019, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and OneOC, a California non-profit corporation; and Community Health Initiative of Orange County (CHIOC), a California non-profit corporation; hereinafter collectively referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Medi-Cal Outreach and Enrollment Services for hard-to-reach individuals/families eligible for benefits under the Federal Affordable Care Act (ACA); and

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 Assembly Bill 82, which was enacted by the California State Legislature, and signed by the California State Governor on June 27, 2013.

NOW, THEREFORE, IT IS MUTUALLY 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	6
8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE	8
9.	NON-DISCRIMINATION	9
10.	NOTICES	12
11.	NOTICE OF DELAYS	12
12.	INDEMNIFICATION	12
13.	INSURANCE	13
14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS	17
15.	CONFLICT OF INTEREST	18
16.	ANTI-PROSELYTISM PROVISION	18
17.	SUPPLANTING GOVERNMENT FUNDS	19
18.	EQUIPMENT	19
19.	BREACH SANCTIONS	20
20.	DESIGNATED LEAD AGENCY	21
21.	PAYMENTS	22
22.	OVERPAYMENTS	23
23.	OUTSTANDING DEBT	24
24.	FINAL REPORT	24
25.	INDEPENDENT AUDIT	24
26.	RECORDS, INSPECTIONS, AND AUDITS	25
27.	PERSONNEL DISCLOSURE	27
28.	EMPLOYMENT ELIGIBILITY VERIFICATION	29
29.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	30
30.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	30
31.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	31
32.	CONFIDENTIALITY	31
33.	SECURITY	31
34.	COPYRIGHT ACCESS	33
35.	WAIVER	33
36.	PETTY CASH	34
37.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA	34
38.	REPORTS	35
39.	ENERGY EFFICIENCY STANDARDS	35
40.	ENVIRONMENTAL PROTECTION STANDARDS	35
41.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	36
42.	POLITICAL ACTIVITY	37
43.	TERMINATION PROVISIONS	37
44.	GOVERNING LAW AND VENUE	38
45.	SIGNATURE IN COUNTERPARTS	39

Exhibit A

1.	POPULATION TO BE SERVED	1
2.	DEFINITIONS.....	1
3.	WORKLOAD STANDARDS	2
4.	SERVICES TO BE PROVIDED.....	3
5.	SERVICE AREAS.....	4
6.	HOURS OF OPERATION	5
7.	AGENCY REQUIREMENT	5
8.	REPORTING REQUIREMENTS	5
9.	PERFORMANCE MONITORING	6
10.	FACILITIES	6
11.	MEETINGS	7
12.	BUDGET FOR MEDI-CAL OUTREACH AND ENROLLMENT SERVICES	7
13.	TRAINING CONTRACTOR shall:	12
14.	STAFF	13

1. TERM

The term of this Agreement shall commence on April 1, 2019, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; 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. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(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 Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement 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 Agreement.

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 Agreement. 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.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibit A to the Agreement between County of Orange, OneOC, and CHIOC, for the Provision of Medi-Cal Outreach and Enrollment Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement 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 obligation, as set forth in this Agreement, 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 27 of this Agreement, 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 Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. 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 Agreement, 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; 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 Agreements 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 Agreement, 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 Agreement requiring COUNTY approval.

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

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 Agreement, and COUNTY agrees to an assignment of the Agreement, 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 Agreement and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Agreement 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 fifty thousand dollars (\$50,000) or less during the term of this Agreement. 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 Agreement. 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 Agreement. 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 Agreement.

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 Agreement. 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 Agreement.

8.2 Change in Form of Business Organization

If, during the term of this Agreement, 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 Agreement, 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 Agreement.

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

Agreement. 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 Agreement, 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 10 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. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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>

(SSA Contractor and Vendor Compliance page)

10. NOTICES

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

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

CONTRACTORS: OneOC
1901 E. 4th Street, Suite 100
Santa Ana, CA 92705
Community Health Initiative of Orange County
1505 E. 17th St. Suite 121
Santa Ana, CA 92705

10.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, 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 U.S. Department of Health and Human Services, the State, COUNTY, and their 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 Agreement. 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 Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement 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 Agreement. 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 Agreement 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 self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

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

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

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

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

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). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Required Coverage Forms

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

13.8.2 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.

13.9 Required Endorsements

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

13.9.1.1 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.

13.9.1.2 A primary non-contributing 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.

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

13.9.2.1 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.

13.9.2.2 A primary and non-contributing 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.

13.10 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.

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

13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

13.14 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).

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

13.16 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.

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

13.18 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 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

13.19 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 Agreement, 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 Agreement. 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 Agreement 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 Agreement.

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 Agreement.

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 agreement, 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 Agreement. 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, Agreement 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 Agreement with any funds made available under this Agreement. 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 Agreement, 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 Agreement, 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 Agreement. Upon the termination of this Agreement, 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 therefore.

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 Agreement, 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 Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. 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 Personal Computer Equipment

No personal computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. 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 Agreement:

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. DESIGNATED LEAD AGENCY

20.1 Both OneOC and CHIOC agree that OneOC shall serve as the designated lead agent on behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf of the Contractor Partner Agency for services delivered by each of them pursuant to this Agreement. As designated lead agent, OneOC, shall receive the claims from CHIOC on a monthly basis and shall submit these claims, along with its own monthly claim, pursuant to Subparagraph 21.3.1 herein. Claims submitted to COUNTY by the designated lead agent shall clearly identify the services that were performed by CHIOC. Any and all payments to be made by COUNTY pursuant to this Agreement shall be made payable to the designated lead agent. The designated lead agent shall thereafter disburse payment as appropriate to CHIOC. CHIOC agrees that COUNTY's disbursement of payment to the designated lead agent shall satisfy COUNTY's payment obligation under this Agreement.

20.2 As the designated lead agent, OneOC shall also be responsible for, at a minimum, facilitating CONTRACTOR meetings, collecting documentation for invoices and outcome measurements from CHIOC, that include but are not limited to the following:

20.2.1 Collecting and maintaining complete documentation for invoices.

20.2.2 Maintaining complete and accurate records of all financial and outcome measurement data.

20.2.3 Overseeing the collection, maintenance, and management of required data including outcome measurements.

20.2.4 Facilitating collaborative activities, services, and programs to ensure effective service delivery.

20.2.5 Ensuring required documentation (e.g., insurance certificates, copies of resumes/applications, independent audits) is current.

20.2.6 Collecting information and generating a monthly outreach activity calendar.

21. PAYMENTS

21.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,145,027, or actual allowable costs, whichever is less. The amount for each period is as follows:

21.1.1 \$127,293 for April 1, 2019 through June 30, 2019;

21.1.2 \$508,867 for July 1, 2019 through June 30, 2020; and

21.1.3 \$508,867 for July 1, 2020 through June 30, 2021.

21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2019, June 2020, and June 2021, during the month of such anticipated expenditure.

21.3 Claims

21.3.1 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. 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 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.

21.3.2 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 26 of this Agreement.

21.3.3 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.

21.3.4 Year-End and Final Claims

21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, 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.

21.3.4.2 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 Agreement; limited, however, to the maximum 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.

22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, 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.

23. 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 Agreement.

24. FINAL REPORT

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

25. INDEPENDENT AUDIT

25.1 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 Agreement 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 Agreement, 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.

25.2 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 Agreement. 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 Agreement 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.

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

26.1.1 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 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

26.1.2 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.

26.2 Client Records

26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, 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 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 43.2.

26.2.3 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 Agreement.

26.3 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 Agreement, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

26.4 Inspections and Audits

26.4.1 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 Agreement. 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 Agreement and the premises in which it is being performed.

26.4.2 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.

26.4.3 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.

26.4.4 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 Agreement.

26.5 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.

27. PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 14 of Exhibit A (hereinafter referred to as "Personnel").

27.2 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:

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

27.2.2 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;

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

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

27.3 Where authorized by law, and in a manner consistent with California Government Code §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 Agreement.

27.4 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 Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

27.5 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 Agreement. 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 Agreement.

27.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.

27.7 In the event a record is revealed through the processes described in Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

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

27.9 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 Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to

provide services under this Agreement 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 Agreement, pursuant to Paragraph 19 above.

27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Agreement.

27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

28. 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 Agreement 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 Agreement.

29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

29.2 In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of the award of this Agreement:

29.2.1 His/her name, date of birth, Social Security number, and residence address;

or

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

29.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

30. 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 Agreement 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 Agreement 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.

31. 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.

32. CONFIDENTIALITY

32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 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.

32.2 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 Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement 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 Agreement.

32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

33. SECURITY

33.1 Security Requirements

33.1.1 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 Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement 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:

33.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

33.1.1.2 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.

33.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

33.1.1.4 Firewall protection.

33.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

33.1.1.6 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 Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

33.2 Security Breach Notification

33.2.1 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:

33.2.1.1 Investigate to determine the nature and extent of the Security Breach.

33.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

33.2.1.3 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.

33.2.2 The COUNTY, in 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.

34. 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 Agreement, including those covered by copyright.

35. 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 Agreement 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.

36. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000).

37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

37.1 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.

37.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

37.2.1 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;

37.2.2 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;

37.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

37.2.3.1 Any commercial product or service; and

37.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,

or other publicly available social media sites) to publish information related to this Agreement, 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 Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

38. REPORTS

38.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

38.2 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 Agreement, 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.

39. 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).

40. 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:

40.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

40.2 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

40.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

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

41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. 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 cites the following:

41.1.1 The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.

41.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that

41.1.2.1 No 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 on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

41.1.2.2 If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

41.1.2.3 He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

41.1.3 Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

42. 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.

43. TERMINATION PROVISIONS

43.1 ADMINISTRATOR may terminate this Agreement 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 Agreement 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 Agreement shall relieve COUNTY of all further obligations under this Agreement.

43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("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.

43.3 In the event of termination of this Agreement, 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 Agreement.

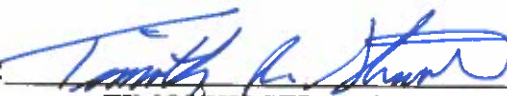
43.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, 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.


43.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

44. GOVERNING LAW AND VENUE

This Agreement 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


1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,
2 California.

3
4 By: 
5 TIMOTHY STRAUCH
6 CHIEF EXECUTIVE OFFICER
7 ONEOC

By: 
8 CHAIRWOMAN
9 OF THE BOARD OF SUPERVISORS
10 COUNTY OF ORANGE, CALIFORNIA


11 Dated: 1/30/19

Dated: 2/26/19

12
13 By: 
14 GEORGINA MALDONADO
15 EXECUTIVE DIRECTOR
16 COMMUNITY HEALTH INITIATIVE
17 OF ORANGE COUNTY

18 Dated: 1/10/19

19 SIGNED AND CERTIFIED THAT A COPY OF THIS
20 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
21 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
22 ATTEST:

23
24 
25 ROBIN STIELER
26 Clerk of the Board
27 Orange County, California



28 APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: 
DEPUTY

Dated: 1/10/19

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ONEOC
AND
COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY
FOR THE PROVISION OF
MEDI-CAL OUTREACH AND ENROLLMENT SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to hard to reach individuals/families eligible for benefits under the federal Affordable Care Act. This population includes, but is not limited to: individuals with mental health disorders and/or substance use disorder needs; individuals who are in county jail, on parole, on county probation, or under post-release community supervision; low-income families; and individuals with limited English proficiency.

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 Certified Application Assistor (CAA): An individual who is certified and trained to assist individuals/families with the application process for publicly funded health and human services programs.

2.3 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.

2.4 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.

2.5 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.

2.6 Electronic Application System: A Web-based system, including, but not limited to, One-e-App or Benefits CalWIN, that allows CAAs/CECs/HAAAs to assist individuals/families 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.

2.7 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.

2.8 Health Access Assistors (HAA): 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. In addition, HAAs are responsible for generating leads to meet projected enrollment and care coordination goals.

2.9 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 eligibility, enrollment, access, and/or retention of benefits.

3. WORKLOAD STANDARDS

CONTRACTOR shall:

3.1 Submit a sufficient number of applications from April 1, 2019 through June 30, 2019, so that five hundred (500) Medi-Cal applications are approved.

3.2 Submit a sufficient number of applications from July 1, 2019 through June 30,

2021, so that two thousand (2,000) Medi-Cal applications are approved annually.

3.3 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.

3.4 Facilitate and attend, in conjunction with CBOs, a minimum of one hundred twenty-five (125) outreach events from April 1, 2019 through June 30, 2019.

3.5 Facilitate and attend, in conjunction with CBOs, a minimum of five hundred (500) outreach events annually from July 1, 2019 through June 30, 2021.

4. SERVICES TO BE PROVIDED

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 individuals/families defined in Paragraph 1 of this Exhibit.

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 individuals/families.

4.4 Outreach Services:

CONTRACTOR shall;

4.4.1 Develop strategies to assess areas of high uninsured 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 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.

4.4.3.2 Develop outreach programs which shall include, but not be limited to, providing information to individuals/families on Med-Cal eligibility under ACA 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.

4.4.4 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, as directed by ADMINISTRATOR, to enroll individuals/families into Medi-Cal.

4.5.2 Develop a tool kit with essential forms and resources to facilitate consistency in outreach and enrollment for CAAs/CECs/HAA.

4.5.3 Provide care coordination services that will include, but not be limited to: enrollment in other State and federal programs, such as CalFresh and Woman, Infant and Child (WIC); 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 individuals/families 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 individuals/families are connected to a medical and dental provider.

4.5.7 Conduct group workshops to educate newly enrolled clients on how to utilize Medi-Cal benefits and navigate the healthcare system.

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 target population(s), 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 the 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 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 Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

7. AGENCY REQUIREMENT

CONTRACTOR shall participate in the Coalition of Orange County Community Health Centers.

8. REPORTING REQUIREMENTS

CONTRACTOR shall:

8.1 Maintain records, collect data, and provide reports mandated by the State and federal government, and as may be required by COUNTY.

8.2 Submit Monthly Status reports that shall include, but not be limited to:

8.3 Outreach events attended, including date and location of events.

8.3.1 Number of individuals/families ~~enrolled~~-contacted at outreach events.

8.3.2 Names of individuals/families for whom applications were submitted through an electronic application system.

8.3.3 Names of individuals/families for whom paper applications were submitted to ADMINISTRATOR for processing.

8.3.4 Date application was completed.

8.3.5 Names of individuals/families whose applications were approved.

8.3.6 Names of individuals/families whose applications were not approved.

9. PERFORMANCE MONITORING

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

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

9.1.2 Inspection of applications submitted.

9.1.3 Review of outreach event calendars.

9.1.4 Documentation of complaints from individuals/families and efforts to remediate the issue(s).

9.1.5 Training materials provided to CAAs/CECs/HAAAs.

9.1.6 Verification of training of CAAs/CECs/HAAAs.

9.2 CONTRACTOR shall conduct quarterly satisfaction surveys of individuals/families.

10. FACILITIES

10.1 Administrative services under this Agreement shall be provided at:

OneOC
1901 E. 4th St., Suite 100

Santa Ana, CA 92705

CHIOC
1505 E. 17th St., Suite 121
Santa Ana, CA 92705

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

11. MEETINGS

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

11.2 CONTRACTOR's direct service staff shall attend trainings and meetings, as requested by ADMINISTRATOR.

12. BUDGET FOR MEDI-CAL OUTREACH AND ENROLLMENT SERVICES

12.1 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

BUDGET FOR THE PERIOD OF APRIL 1, 2019 THROUGH JUNE 30, 2019

LINE ITEMS:

SALARIES AND EMPLOYEE

BENEFITS:

	<u>Maximum</u> <u>Hourly</u> <u>Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>			
CEC #1 - bilingual Spanish	20.00	1.00	\$10,400
CEC #2 -bilingual Spanish	19.25	1.00	10,010
CEC #3 - bilingual Spanish	19.25	1.00	10,010
Outreach Coordinator #1 bilingual Spanish	22.50	1.00	11,700
Outreach Coordinator #2 bilingual Spanish	20.00	0.50	<u>5,200</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$47,320
Employee Benefits ⁽³⁾ (20%)			<u>9,464</u>
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$56,784
 <u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>			
Executive Director	48.07	0.25	\$6,310
Program Director	40.17	0.30	6,267
Office Manager	32.00	0.32	<u>5,325</u>

SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS	\$17,902
Employee Benefits ⁽³⁾ (20%)	<u>3,569</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS	\$21,471
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$78,255
<u>SERVICES AND SUPPLIES</u>	
Independent Audit	\$778
Program Supplies/Equipment	1,112
Mileage ⁽⁵⁾	390
Marketing Material	<u>250</u>
TOTAL SERVICES AND SUPPLIES	\$2,530
<u>OPERATING EXPENSES</u>	
Rent	<u>\$2,399</u>
TOTAL OPERATING EXPENSES	\$2,399
TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$4,929
<u>INDIRECT COSTS</u>	
Indirect Cost ⁽⁶⁾	<u>\$8,880</u>
TOTAL INDIRECT COSTS	\$8,880
Fee Paid to CBOs	35,229.00
TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019	\$127,293

BUDGET FOR PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020

LINE ITEMSSALARIES AND EMPLOYEE BENEFITS:

	<u>Maximum</u>		
	<u>Hourly</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
CEC #1 - bilingual Spanish	20.00	1.00	\$41,600
CEC #2 - bilingual Spanish	19.25	1.00	40,040
CEC #3 - bilingual Spanish	19.25	1.00	40,040

Outreach Coordinator #1 - bilingual Spanish	22.50	1.00	46,800
Outreach Coordinator #2 - bilingual Spanish	20.00	0.50	<u>20,800</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$189,280
Employee Benefits ⁽³⁾ (20%)			<u>\$37,856</u>
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$227,136
<u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>			
Executive Director	48.07	0.25	\$24,972
Program Director	40.17	0.30	25,066
Office Manager	32.00	0.32	<u>21,299</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS			\$71,337
Employee Benefits ⁽³⁾ (20%)			<u>\$14,266</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			\$85,603
TOTAL SALARIES AND EMPLOYEE BENEFITS		-	\$312,739
<u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$3,111
Program Supplies/Equipment			4,444
Mileage ⁽⁵⁾			1,560
Marketing Material			<u>1,000</u>
TOTAL SERVICES AND SUPPLIES			\$10,115
<u>OPERATING EXPENSES</u>			
Rent			<u>\$9,596</u>
TOTAL OPERATING EXPENSES			\$9,596
TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES			\$19,711
<u>INDIRECT COSTS</u>			
Indirect Costs ⁽⁶⁾			<u>\$35,502</u>
TOTAL INDIRECT COSTS			\$35,502
Fees Paid to CBOs			140,915
TOTAL BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020			\$508,867

BUDGET FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

LINE ITEMSSALARIES AND EMPLOYEEBENEFITS:

	<u>Maximum</u>		
	<u>Hourly</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
CEC #1 - bilingual Spanish	20.00	1.00	\$41,600
CEC #2 - bilingual Spanish	19.25	1.00	40,040
CEC #3 - bilingual Spanish	19.25	1.00	40,040
Outreach Coordinator #1- bilingual Spanish	22.50	1.00	46,800
Outreach Coordinator #2 - bilingual Spanish	20.00	0.50	<u>20,800</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$189,280
Employee Benefits ⁽³⁾ (20%)			<u>\$37,856</u>
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$227,136
<u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>			
Executive Director	48.07	0.25	\$24,972
Program Director	40.17	0.30	25,066
Office Manager	32.00	0.32	<u>21,299</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS			\$71,337
Employee Benefits ⁽³⁾ (20%)			<u>\$14,266</u>
SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			\$85,603
TOTAL SALARIES AND EMPLOYEE BENEFITS			\$312,739
<u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$3,111
Program Supplies/Equipment			4,444
Mileage ⁽⁵⁾			1,560
Marketing Material			<u>1,000</u>
TOTAL SERVICES AND SUPPLIES			\$10,115
<u>OPERATING EXPENSES</u>			
Rent			<u>\$9,596</u>
TOTAL OPERATING EXPENSES			\$9,596

TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$19,711
<u>INDIRECT COSTS</u>	
Indirect Costs ⁽⁶⁾	<u>\$35,502</u>
TOTAL INDIRECT COSTS	\$35,502
Fees Paid to CBOs	140,915
TOTAL BUDGET FOR JULY 1, 2020 THROUGH JUNE 30, 2021	\$508,867
TOTAL MAXIMUM OBLIGATION FOR THE PERIOD OF APRIL 1, 2019 THROUGH JUNE 30, 2021	\$1,145,027

⁽¹⁾ Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

⁽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 Agreement. 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 Agreement, regardless of the number of hours actually worked.

⁽³⁾ Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, 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 twenty percent (20%) of the actual salary expense claimed.

⁽⁴⁾ Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than seventeen percent (17%) of total gross program costs.

⁽⁵⁾ Mileage is limited to the amount allowed by IRS.

⁽⁶⁾ Indirect Costs may include, but are not limited to, overhead costs, contractor fees,

accounting, and/or insurance/risk management.

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 Agreement 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 obligation, as stated in Subparagraph 21.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

12.4 In the event the annual budget referenced in Subparagraph 12.1 of this Exhibit 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. The annual budget beginning on July 1st of each fiscal year shall be identical to the most recently modified annual budget. Under no circumstances shall funds unspent in one fiscal year carry over to another fiscal year.

13. TRAINING

CONTRACTOR shall:

13.1 Develop and maintain up-to-date training manual(s) for CAAs/CECs/HAAAs and subcontracted CBOs relating to the electronic application process.

13.2 Coordinate and conduct training for CAAs/CECs/HAAAs and subcontracted CBOs on completing applications in the electronic application system, as determined by ADMINISTRATOR, and facilitate quarterly refresher trainings.

13.3 Coordinate and conduct training for CAAs/CECs/HAAAs and subcontracted CBOs

on completing paper applications for the inmate population and facilitate quarterly refresher trainings.

13.4 Submit all training materials to be reviewed and approved by ADMINISTRATOR.

13.5 Attend a cultural awareness and responsiveness training annually.

13.6 Attend trainings, as requested or required by ADMINISTRATOR.

14. STAFF

CONTRACTOR's direct service staff shall be:

14.1 Fluent in, and possess the ability to prepare written reports in, English.

14.2 Proficient in the ability to speak and write in the specified second language (Spanish or Vietnamese).

CONTRACTOR shall:

14.3 Provide translation services for all other languages as needed so that all individuals/families are provided services in the language which they speak.

14.4 Maintain a record with employee's bilingual status.

14.5 Ensure staff who provide enrollment services in the jails, meet the clearance requirements of the Orange County Sheriff's Department.

14.6 Executive Director

Duties

14.6.1 Provide complete oversight of all program activities, the Program Director, and Outreach Coordinators.

14.6.2 Communicate with subcontracted CBOs to ensure effectiveness in meeting program workload standards and outreach efforts.

14.6.3 Review and authorize all invoices.

14.6.4 Review and analyze monthly reports to validate program effectiveness.

Qualifications

14.6.5 Bachelor's degree in Healthcare Administration, Public Policy, Public Administration, Health Planning, or human services related field; or

14.6.6 Minimum of five (5) years of experience working in a human services

related field.

14.6.7 Minimum of four (4) years of experience in program/organization management.

14.7 Program Director

Duties

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

14.7.2 Oversee training of CAAs/CECs/HAAAs.

14.7.3 Conduct quality assurance assessments to ensure effectiveness of program.

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

14.7.5 Develop and monitor monthly summary reports, as required.

Qualifications

14.7.6 Bachelor's degree in Healthcare Administration, Public Policy, Public Administration, Health Planning, or human services related field; or

14.7.7 Minimum of three (3) years of experience working in a human services related field.

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

14.8 Outreach Coordinator

Duties

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

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

14.8.3 Serves as liaison on all outreach related activities.

14.8.4 Develop, facilitate, and support outreach events to increase enrollment efforts.

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

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

Qualifications

14.8.7 Associate degree in Health Administration, Business, or human services related field.

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

14.8.9 Ability to manage projects under minimal supervision.

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

14.8.11 Knowledge of outreach and enrollment services.

14.9 CAAs/CECs/HAA.

Duties

14.9.1 Provide information and screen individuals/families for Medi-Cal eligibility utilizing the electronic application system designated by ADMINISTRATOR or by paper application when necessary.

14.9.2 Actively enroll new individuals/families.

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

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

14.9.5 Prepare and submit weekly productivity reports to Program Director.

14.9.6 Participate in outreach and community events.

Qualifications

14.9.7 High School diploma or GED.

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

14.9.9 Excellent written and verbal communications skills.

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

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

14.10 Office Manager

Duties

14.10.1 Oversees daily operations and administrative function of the organization.

14.10.2 Tracks and submits reports, mileage, and timesheet invoices.

14.10.3 Maintains files and information regarding management projects, personnel, and meetings.

14.10.4 Manages special projects and other duties as assigned by the Executive Director or Program Director.

Qualifications

14.10.5 High School Diploma or GED.

14.10.6 Minimum of three (3) years of general office experience, knowledge of computer systems, and use of general office equipment.

14.10.7 Excellent organization, interpersonal, and verbal communication skills.

14.10.8 Experience working with culturally, linguistically, and diverse disadvantaged populations.