

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY (CHIOC)
6 FOR THE PROVISION OF TRAINING AND TECHNICAL SUPPORT OF THE ONE-E-APP
7 ELECTRONIC APPLICATION SYSTEM
8

9 This AGREEMENT, entered into this 1st day of July 2020, which date is particularized for
10 purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to
11 as "COUNTY," and COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY,
12 hereinafter referred to as "CHIOC," a California non-profit corporation, qualified to transact
13 interstate business in the State of California, hereinafter referred to as "CONTRACTOR." This
14 Agreement shall be administered by the County of Orange Social Services Agency Director or
15 designee, hereinafter referred to as "ADMINISTRATOR."
16

17 WITNESSETH:
18

19 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
20 Training and Technical Support related to the One-E-App Electronic Application System (OEA)
21 for California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997, CalFresh,
22 and Medi-Cal; and

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

25 WHEREAS, such services are authorized and provided for pursuant to California Welfare
26 and Institutions Code Section 11200 et seq., also known as the CalWORKs Act of 1997.

27 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
28

TABLE OF CONTENTS

1.	TERM	4
2.	ALTERATION OF TERMS	4
3.	STATUS OF CONTRACTOR	4
4.	DESCRIPTION OF SERVICES	5
5.	LICENSES AND STANDARDS	5
6.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP	6
7.	SUBCONTRACTS	7
8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE	8
9.	NON-DISCRIMINATION	9
10.	NOTICES	13
11.	NOTICE OF DELAYS	13
12.	INDEMNIFICATION	13
13.	INSURANCE	14
14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS	18
15.	CONFLICT OF INTEREST	19
16.	ANTI-PROSELYTISM PROVISION	20
17.	SUPPLANTING GOVERNMENT FUNDS	20
18.	EQUIPMENT	20
19.	BREACH SANCTIONS	21
20.	PAYMENTS	22
21.	OVERPAYMENTS	24
22.	OUTSTANDING DEBT	24
23.	REVENUE	25
24.	PROGRAM INCOME	25
25.	FINAL REPORT	26
26.	INDEPENDENT AUDIT	26
27.	RECORDS, INSPECTIONS, AND AUDITS	27
28.	PERSONNEL DISCLOSURE	29
29.	EMPLOYMENT ELIGIBILITY VERIFICATION	31
30.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	32
31.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	32
32.	CONFIDENTIALITY	32
33.	SECURITY	33
34.	COPYRIGHT ACCESS	35
35.	WAIVER	35
36.	SERVICES DURING EMERGENCY AND/OR DISASTER	36
37.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA	36
38.	REPORTS	37
39.	ENERGY EFFICIENCY STANDARDS	38
40.	ENVIRONMENTAL PROTECTION STANDARDS	38
41.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	38
42.	POLITICAL ACTIVITY	40
43.	TERMINATION PROVISIONS	40
44.	GOVERNING LAW AND VENUE	41
45.	SIGNATURE IN COUNTERPARTS	42
Exhibit A		
1.	PURPOSE	1
2.	DEFINITIONS	1
3.	GOALS	3

4. OUTCOMES 3

5. SERVICES TO BE PROVIDED 3

6. FACILITIES 5

7. REPORTING REQUIREMENTS 5

8. PERFORMANCE MONITORING 6

9. BUDGET 6

10. STAFF 10

1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2023, 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 20.1 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.

1 4. DESCRIPTION OF SERVICES

2 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
3 supplies, as described in Exhibit A to the Agreement between County of Orange and CHIOC, for
4 the Provision of Training and Technical Support of OEA Services, attached hereto and
5 incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term
6 of this Agreement with the number and type of staff described and as required for provision of
7 services hereunder.

8 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
9 changes in staffing allocations to reflect current workload demands or service needs as long as
10 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

11 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13 5. LICENSES AND STANDARDS

14 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 28 of
15 this Agreement, who are subject to individual registration and/or licensing requirements, have all
16 necessary licenses and permits required by the laws of the United States, State of California
17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
18 agencies to perform the services described in this Agreement, and agrees to maintain, and require
19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
21 such laws and licensure requirements, including, without limitation, compliance with laws
22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
24 becoming expired, inactive, etc.).

25 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
26 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
27 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title

1 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
2 California, County of Orange, and County of Orange Social Services Agency, and all
3 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist
4 or be hereafter amended.

5 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
6 CONTRACTOR certifies that its officers and/or principals are not debarred
7 or suspended from federal financial assistance programs and/or activities.

8 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

9 6.1 Delegation and Assignment

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

19 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
20 event COUNTY determines that the assignee is not qualified or otherwise
21 acceptable to COUNTY for the provision of services under the Agreement.

22 6.2 Change of Ownership

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

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1 7. SUBCONTRACTS

2 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
3 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
4 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
5 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
6 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
7 ADMINISTRATOR may require.

8 7.1.1 Subcontracts of \$50,000 or less

9 7.1.1.1 CONTRACTOR shall develop a standard form Purchase
10 Order, subject to prior written approval of
11 ADMINISTRATOR, to be utilized for the purchase of services
12 by CONTRACTOR when the cumulative total cost of the
13 services to be provided by any organization is anticipated to
14 fifty thousand dollars (\$50,000) or less during the term of this
15 Agreement. The basis for costs incurred by any such Purchase
16 Order(s) shall be the actual cost of providing services or the
17 usual and customary charges established by the
18 organization(s) providing the services.

19 7.1.2 Subcontracts in excess of \$50,000

20 7.1.2.1 CONTRACTOR shall develop and submit for approval to
21 ADMINISTRATOR a system for the procurement of
22 subcontracts with any organization in which the total
23 cumulative cost of services provided by any single
24 organization is anticipated to exceed fifty thousand dollars
25 (\$50,000) during the term of this Agreement.
26 CONTRACTOR's proposed procurement system shall take
27 into consideration such factors as: degree of price competition;
28 pricing policies and techniques; experience and quality of

1 service; methods of evaluating subcontractor responsibility;
2 relationship of subcontractor to CONTRACTOR; and
3 planning, award, and post-award management of subcontracts,
4 including internal audit procedures and monitoring of
5 subcontractor's performance until completion of services.

6 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
7 proposed procurement system, CONTRACTOR shall comply
8 with such procurement system in obtaining subcontracts with
9 a total cost in excess of fifty thousand dollars (\$50,000) during
10 the term of this Agreement. In addition, CONTRACTOR shall
11 obtain ADMINISTRATOR's written consent prior to entering
12 into a subcontract with any organization when the total
13 cumulative cost of services to be provided by that organization
14 is anticipated to exceed fifty thousand dollars (\$50,000) during
15 the term of this Agreement.

16 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
17 maintain accurate and complete financial records related to
18 services provided under the terms of this Agreement. Such
19 records may be subject to the satisfaction of
20 ADMINISTRATOR, and to the examination and audit by
21 ADMINISTRATOR or designee, for a period of five (5) years,
22 or until any pending audit is completed.

23 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

24 8.1 Form of Business Organization

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

28 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

1 or State laws.

2 9.2 CONTRACTOR shall furnish any and all information requested by
3 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
4 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
5 9 et seq.

6 9.3 Non-Discrimination in Employment

7 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
8 Employment Opportunity," as amended by Executive Order 11375, and as
9 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

10 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
11 CONTRACTOR shall state that all qualified applicants will receive
12 consideration for employment without regard to race, religious creed, color,
13 national origin, ancestry, physical disability, mental disability, medical
14 condition, genetic information, marital status, sex, gender, gender identity,
15 gender expression, age, sexual orientation, military and veteran status, or any
16 other protected group, in accordance with the requirements of all applicable
17 federal or State laws. Notices describing the provisions of the equal
18 opportunity clause shall be posted in a conspicuous place for employees and
19 job applicants.

20 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal
21 discrimination complaint to:

22 California Department of Fair Employment

23 2218 Kausen Drive, Suite 100

24 Elk Grove, CA 95758

25 Telephone: (800) 884-1684

26 (800) 700-2320 (TTY)

27 9.4 Non-Discrimination in Service Delivery

28 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/comp>
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(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

CONTRACTOR: 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

1 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
2 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
3 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
4 provision(s) in the Agreement, agrees to all of the following:

5 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
6 any and all liability, claim, demand or suit resulting from CONTRACTOR's,
7 its agent's, employee's or subcontractor's performance of this Agreement,
8 CONTRACTOR shall defend COUNTY at its sole cost and expense with
9 counsel approved by Board of Supervisors against same; and

10 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
11 irrespective of any duty to indemnify or hold harmless; and

12 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and
13 all actions to which the duty to defend stated above applies, and
14 CONTRACTOR's SIR provisions shall be interpreted as though
15 CONTRACTOR was an insurer and COUNTY was the insured.

16 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
17 term of this Agreement, COUNTY may terminate this Agreement.

18 13.5 Qualified Insurer

19 13.5.1 The policy or policies of insurance must be issued by an insurer with a
20 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
21 Category as determined by the most current edition of the Best's Key Rating
22 Guide/Property-Casualty/United States or ambest.com). It is preferred, but
23 not mandatory, that the insurer be licensed to do business in the state of
24 California (California Admitted Carrier).

25 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
26 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
27 the company's performance and financial ratings.

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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 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

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

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

5 13.9.2 The Network Security and Privacy Liability policy shall contain the
6 following endorsements which shall accompany the Certificate of Insurance.

7 13.9.2.1 An Additional Insured endorsement naming the County of
8 Orange, its elected and appointed officials, officers, agents and
9 employees as Additional Insureds for its vicarious liability.

10 13.9.2.2 A primary and non-contributing endorsement evidencing
11 that the CONTRACTOR's insurance is primary and any
12 insurance or self-insurance maintained by the County of
13 Orange shall be excess and non-contributing.

14 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
15 endorsement waiving all rights of subrogation against the County of Orange, its elected and
16 appointed officials, officers, agents and employees or provide blanket coverage, which will state
17 AS REQUIRED BY WRITTEN CONTRACT.

18 13.11 All insurance policies required by this Agreement shall waive all rights of
19 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
20 employees when acting within the scope of their appointment or employment.

21 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
22 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
23 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
24 a material breach of the contract, upon which the COUNTY may suspend or terminate this
25 Agreement.

26 13.13 If CONTRACTOR's Professional Liability, Technology Errors & Omissions
27 and/or Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR
28 shall agree to maintain Professional Liability, Technology Errors & Omissions and/or Network

1 Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

2 13.14 The Commercial General Liability policy shall contain a severability of interests
3 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

4 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
5 Paragraph 10 of this Agreement.

6 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
7 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
8 award may be made to the next qualified proponent.

9 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
10 decrease insurance of any of the above insurance types throughout the term of this Agreement.
11 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
12 appropriate to adequately protect COUNTY.

13 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
14 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
15 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
16 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
17 COUNTY shall be entitled to all legal remedies.

18 13.19 The procuring of such required policy or policies of insurance shall not be construed
19 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
20 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
21 available from the insurer.

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

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

25 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
26 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
27 under this Agreement. While CONTRACTOR is required to provide this information without
28 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,

1 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

2 14.2 Any accident or incident relating to services performed under this Agreement that
3 involves injury or property damage which may result in the filing of a claim or lawsuit against
4 CONTRACTOR and/or COUNTY.

5 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
6 relating to services performed by CONTRACTOR under this Agreement.

7 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

8 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
9 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
10 Agreement.

11 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
12 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
13 of service location or jurisdiction.

14 15. CONFLICT OF INTEREST

15 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
16 or conditions that could result in a conflict with COUNTY interests. In addition to the
17 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
18 subcontractors associated with the provision of goods and services provided under this Agreement.
19 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
20 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
21 entertainment, payments, loans, or other considerations which could be deemed to influence or
22 appear to influence COUNTY staff or elected officers in the performance of their duties.

23 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
24 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
25 Agreement performance. While CONTRACTOR will be required to provide this information
26 without prompting from COUNTY any time there is a change regarding conflict of interest,
27 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

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1 16. ANTI-PROSELYTISM PROVISION

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

6 17. SUPPLANTING GOVERNMENT FUNDS

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

15 18. EQUIPMENT

16 18.1 All items purchased with funds provided under this Agreement, or which are
17 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
18 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
19 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
20 Equipment is limited to the performance of this Agreement. Upon the termination of this
21 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
22 COUNTY or its representatives, or dispose of them in accordance with the directions of
23 ADMINISTRATOR.

24 CONTRACTOR further agrees to the following:

25 18.1.1 To maintain all items of Capital Equipment in good working order and
26 condition, normal wear and tear excepted.

27 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
28 by ADMINISTRATOR, and to maintain an inventory list showing where

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

4 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the
5 loss or theft of any items of Capital Equipment. For stolen items, the local
6 law enforcement agency must be contacted and a copy of the police report
7 submitted to ADMINISTRATOR.

8 18.1.4 To purchase a policy or policies of insurance covering loss or damage to any
9 and all Capital Equipment purchased under this Agreement, in the amount
10 of the full replacement value thereof, providing protection against the
11 classification of fire, extended coverage, vandalism, malicious mischief, and
12 special extended perils (all risks) covering the parties' interests as they
13 appear.

14 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
15 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
16 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
17 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
18 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
19 prior written approval has not been obtained from ADMINISTRATOR.

20 18.3 Computer Equipment

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

24 19. BREACH SANCTIONS

25 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
26 conditions of this Agreement shall be a material breach of this Agreement. In such event,
27 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
28 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. PAYMENTS

20.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the
amount of \$261,823 or actual allowable costs, whichever is less. The estimated annual amount for
each twelve (12) month period is as follows:

20.1.1 \$84,824 for July 1, 2020 through June 30, 2021;

20.1.2 \$87,250 for July 1, 2021 through June 30, 2022; and

20.1.3 \$89,749 for July 1, 2022 through June 30, 2023.

20.2 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 2021, June 2022, and June 2023, during the month of
such anticipated expenditure.

20.3 Claims

20.3.1 CONTRACTOR shall submit monthly claims to be received by
ADMINISTRATOR no later than the twentieth (20th) calendar day of the
month for expenses incurred in the preceding month. In the event the

1 twentieth (20th) calendar day falls on a weekend or COUNTY holiday,
2 CONTRACTOR shall submit the claim the next business day. COUNTY
3 holidays include New Year's Day, Martin Luther King Day, President
4 Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
5 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
6 Thanksgiving Day, and Christmas Day.

7 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
8 ADMINISTRATOR may require CONTRACTOR to submit supporting
9 source documents with the monthly claim, including, inter alia, a monthly
10 statement of services, general ledgers, supporting journals, time sheets,
11 invoices, canceled checks, receipts, and receiving records, some of which
12 may be required to be copied. Source documents that CONTRACTOR must
13 submit shall be determined by ADMINISTRATOR and/or COUNTY's
14 Auditor-Controller. CONTRACTOR shall retain all financial records in
15 accordance with Paragraph 27 of this Agreement.

16 20.3.3 Payments should be released by COUNTY within a reasonable time period
17 of approximately thirty (30) days after receipt of a correctly completed claim
18 form and required supporting documentation.

19 20.3.4 Year-End and Final Claims

20 20.3.4.1 CONTRACTOR shall submit a final claim for each
21 COUNTY fiscal year, July 1 through June 30, covered under
22 the term of this Agreement, as stated in Paragraph 1, by no
23 later than August 30th of each corresponding COUNTY fiscal
24 year. Claims received after August 30th of each corresponding
25 COUNTY fiscal year may, at ADMINISTRATOR's sole
26 discretion, not be reimbursed. ADMINISTRATOR may
27 modify the date upon which the final claim per each COUNTY
28 fiscal year must be received, upon written notice to

1 CONTRACTOR.

2 20.3.4.2 The basis for final settlement shall be the actual allowable
3 costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred
4 and paid by CONTRACTOR pursuant to this Agreement;
5 limited, however, to the maximum obligation of COUNTY. In
6 the event that any overpayment has been made, COUNTY
7 may offset the amount of the overpayment against the final
8 payment. In the event overpayment exceeds the final payment,
9 CONTRACTOR shall pay COUNTY all such sums within
10 five (5) business days of notice from COUNTY. Nothing
11 herein shall be construed as limiting the remedies of COUNTY
12 in the event an overpayment has been made.

13 21. OVERPAYMENTS

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

26 22. OUTSTANDING DEBT

27 CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process
28 of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and

1 during the term of this Agreement.

2 23. REVENUE

3 23.1 Whenever CONTRACTOR receives any money specifically designated for use in
4 programs funded through this Agreement, such monies shall be considered a cost off-set and
5 treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income
6 as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter
7 amended. The procedure for designating money as Program Income is set forth in Paragraph 24
8 of this Agreement.

9 24. PROGRAM INCOME

10 It is mutually understood that the State or federal agency responsible for providing the
11 funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income.
12 To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR
13 shall do all of the following:

14 24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program
15 Income;

16 24.2 Set up and maintain a separate bank account for any proposed Program Income and
17 account for any and all such income received; and

18 24.3 Report to ADMINISTRATOR any and all Program Income received no later than
19 thirty (30) days from the date of receipt, record the amount received on internal financial records,
20 and indicate the amount received on the monthly claim submitted to ADMINISTRATOR.

21 24.4 ADMINISTRATOR will then forward the plan for the requested use of the
22 proposed Program Income to the appropriate State and/or federal agencies for approval.

23 24.5 CONTRACTOR shall not spend any of the proposed Program Income unless or
24 until such time as ADMINISTRATOR obtains authorization for the use of the Program Income
25 from the responsible State and/or federal agency and provides CONTRACTOR with prior written
26 approval for the use of the funds.

27 24.6 ADMINISTRATOR may issue future policy statements and/or instructions with
28 respect to Program Income. CONTRACTOR shall immediately comply with such policy

1 statements and/or instructions.

2 25. FINAL REPORT

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

8 26. INDEPENDENT AUDIT

9 26.1 CONTRACTOR shall employ a licensed certified public accountant who shall
10 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
11 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
12 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
13 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
14 the aforementioned regulations for any year covered during the term of this Agreement,
15 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
16 CONTRACTOR's financial statements. The audit must be performed in accordance with
17 generally accepted government auditing standards. CONTRACTOR shall cooperate with
18 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
19 months after issuance of all audit reports with regard to audit exceptions.

20 26.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
21 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
22 audits for each of the fiscal cycles corresponding with the term of this Agreement.
23 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
24 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
25 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
26 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
27 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
28 CONTRACTOR.

1 27. RECORDS, INSPECTIONS, AND AUDITS

2 27.1 Financial Records

3 27.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial
4 records. Financial records shall be retained by CONTRACTOR for a
5 minimum of five (5) years from the date of final payment under this
6 Agreement, or until all pending COUNTY, State, and federal audits are
7 completed, whichever is later.

8 27.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
9 internal control, and financial reporting standards in conformity with
10 generally accepted accounting principles established by the American
11 Institute of Certified Public Accountants and to the satisfaction of
12 ADMINISTRATOR.

13 27.2 Client Records

14 27.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
15 of clients served and dates and type of services provided under the terms of
16 this Agreement in a form acceptable to ADMINISTRATOR.

17 27.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
18 during the term(s) of this Agreement for a minimum of five (5) years from
19 the date of final payment under this Agreement, or until all pending
20 COUNTY, State, and federal audits are completed, whichever is later. These
21 records shall be stored in Orange County, unless CONTRACTOR requests
22 and COUNTY provides written approval for the right to store the records in
23 another county. Notwithstanding anything to the contrary, upon termination
24 of this Agreement, CONTRACTOR shall relinquish control with respect to
25 COUNTY data to COUNTY in accordance with Subparagraph 43.2.

26 27.2.3 COUNTY may refuse payment for a claim if client records are determined
27 by COUNTY to be incomplete or inaccurate. In the event client records are
28 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.

27.3 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.

27.4 Inspections and Audits

27.4.1 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.

27.4.2 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.

27.4.3 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.

27.4.4 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

1 Agreement.

2 27.5 Evaluation Studies

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

6 28. PERSONNEL DISCLOSURE

7 28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services
8 through this Agreement, paid and unpaid, including those identified in Paragraph 10 of Exhibit A
9 (hereinafter referred to as "Personnel").

10 28.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
11 Personnel providing services hereunder, including résumés and job applications. Changes to the
12 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
13 and/or job application. The list shall include:

14 28.2.1 Names and dates of birth of all Personnel by title, whose direct services are
15 required to provide the programs described herein;

16 28.2.2 A brief description of the functions of each position and the hours each
17 person works each week, or for part-time Personnel, each day or month, as
18 appropriate;

19 28.2.3 The professional degree, if applicable, and experience required for each
20 position; and

21 28.2.4 The language skill, if applicable, for all Personnel.

22 28.3 Where authorized by law, and in a manner consistent with California Government
23 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
24 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
25 offenses. Information discovered subsequent to the hiring or promotion of any prospective
26 Personnel shall be cause for termination from the performance of services under this Agreement.

27 28.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
28 a clearance on the following public websites of the names and dates of birth for all Personnel who

1 will have direct, interactive contact with clients served through this Agreement: U.S. Department
2 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
3 Registry (www.meganslaw.ca.gov).

4 28.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
5 a criminal record background check on all Personnel who will have direct, interactive contact with
6 clients served through this Agreement. Background checks conducted through the California
7 Department of Justice shall include a check of the California Central Child Abuse Index, when
8 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
9 performance of services under this Agreement.

10 28.6 CONTRACTOR shall ensure that clearances and background checks described in
11 Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing
12 services under this Agreement.

13 28.7 In the event a record is revealed through the processes described in Subparagraphs
14 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
15 Personnel providing services through this Agreement.

16 28.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
17 provide services under this Agreement have satisfactory past work records and/or reference checks
18 indicating their ability to perform the required duties and accept the kind of responsibility
19 anticipated under this Agreement. CONTRACTOR shall maintain records of background
20 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
21 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
22 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
23 are completed, whichever is later, in compliance with all applicable laws.

24 28.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
25 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
26 Personnel performing services under this Agreement, when such information becomes known to
27 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
28 provide services under this Agreement and shall provide notice of such determination to

1 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
2 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

3 28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
4 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

5 28.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
6 from the performance of services under this Agreement. At the request of COUNTY,
7 CONTRACTOR shall immediately replace said Personnel.

8 28.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
9 for cause from working on this Agreement.

10 28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
11 28 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
12 terms and conditions of this Agreement.

13 29. EMPLOYMENT ELIGIBILITY VERIFICATION

14 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
15 statutes and regulations regarding the employment of aliens and others, and that all its employees
16 performing work under this Agreement meet the citizenship or alien status requirement set forth
17 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing
18 work hereunder, all verification and other documentation of employment eligibility status required
19 by federal or State statutes and regulations including, but not limited to, the Immigration Reform
20 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
21 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
22 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
23 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
24 and employees from employer sanctions and any other liability which may be assessed against
25 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
26 State statutes or regulations pertaining to the eligibility for employment of any persons performing
27 work under this Agreement.

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1 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

2 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
3 that all employees, agents, subcontractors, and all other individuals performing services under this
4 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
5 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
6 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
7 agents, subcontractors, and all other individuals performing services under this Agreement to sign
8 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
9 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
10 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
11 they now exist or as they may hereafter be amended.

12 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
13 LAW

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

18 32. CONFIDENTIALITY

19 32.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
20 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
21 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
22 now exist or be hereafter amended.

23 32.2 All records and information concerning any and all persons referred to
24 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
25 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
26 individuals performing services under this Agreement. CONTRACTOR shall require all of its
27 employees, agents, subcontractors, and all other individuals performing services under this
28 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any

1 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
2 of this Agreement.

3 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
4 other individuals performing services under this Agreement of this provision and that any person
5 violating the provisions of said California state law may be guilty of a crime.

6 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
7 to the confidentiality requirements of this Agreement.

8 33. SECURITY

9 33.1 Security Requirements

10 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
11 COUNTY-related records and information pursuant to all statutory laws
12 relating to privacy and confidentiality that currently exists or exists at any
13 time during the term of this Agreement. CONTRACTOR represents and
14 warrants that it has implemented and will maintain during the term of this
15 Agreement administrative, physical, and technical safeguards to reasonably
16 protect private and confidential client information, to protect against
17 anticipated threats to the security or integrity of COUNTY data, and to
18 protect against unauthorized physical or electronic access to or use of
19 COUNTY data. Such safeguards and controls shall include at a minimum:

20 33.1.1.1 Storage of confidential paper files that ensures records are
21 secured, handled, transported, and destroyed in a manner that
22 prevents unauthorized access.

23 33.1.1.2 Control of access to physical and electronic records to ensure
24 COUNTY data is accessed only by individuals with a need to
25 know for the delivery of contract services.

26 33.1.1.3 Control to prevent unauthorized access and to prevent
27 CONTRACTOR employees from providing COUNTY data to
28 unauthorized individuals.

1 33.1.1.4 Firewall protection.

2 33.1.1.5 Use of encryption methods of electronic COUNTY data
3 while in transit from CONTRACTOR networks to external
4 networks, when applicable.

5 33.1.1.6 Measures to securely store all COUNTY data, including, but
6 not be limited to, encryption at rest and multiple levels of
7 authentication and measures to ensure COUNTY data shall not
8 be altered or corrupted without COUNTY's prior written
9 consent. CONTRACTOR further represents and warrants that
10 it has implemented and will maintain during the term of this
11 Agreement administrative, technical, and physical safeguards
12 and controls consistent with State and federal security
13 requirements.

14 33.2 Security Breach Notification

15 33.2.1 CONTRACTOR shall have policies and procedures in place for the effective
16 management of Security Breaches, as defined below. In the event of any
17 actual, attempted, suspected, threatened, or reasonably foreseeable
18 circumstance CONTRACTOR experiences or learns of that either
19 compromises or could reasonably be expected to comprise COUNTY data
20 through unauthorized use, disclosure, or acquisition of COUNTY data
21 ("Security Breach"), CONTRACTOR shall immediately notify COUNTY of
22 its discovery. After such notification, CONTRACTOR shall, at its own
23 expense, immediately:

24 33.2.1.1 Investigate to determine the nature and extent of the Security
25 Breach.

26 33.2.1.2 Contain the incident by taking necessary action, including,
27 but not limited to, attempting to recover records, revoking
28 access, and/or correcting weaknesses in security.

1 33.2.1.3 Report to COUNTY the nature of the Security Breach, the
2 COUNTY data used or disclosed, the person who made the
3 unauthorized use or received the unauthorized disclosure,
4 what CONTRACTOR has done or will do to mitigate any
5 harmful effect of the unauthorized use or disclosure, and the
6 corrective action CONTRACTOR has taken or will take to
7 prevent future similar unauthorized use or disclosure.

8 33.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
9 determine what actions are necessary in response to the Security Breach and
10 who will perform these actions. Actions may include, but are not limited to:
11 notifications; investigation and remediation costs, including notification of
12 all whose personal information was disclosed; outside investigation;
13 forensics; counsel; crisis management; and credit monitoring. In the event
14 COUNTY determines CONTRACTOR will conduct additional action(s),
15 CONTRACTOR shall bear the costs. In the event COUNTY conducts
16 additional actions(s) arising out of or in connection with a Security Breach,
17 CONTRACTOR shall reimburse COUNTY for costs associated to legally
18 required actions.

19 34. COPYRIGHT ACCESS

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

23 35. WAIVER

24 No delay or omission by either party hereto to exercise any right or power accruing upon
25 any noncompliance or default by the other party with respect to any of the terms of this Agreement
26 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of
27 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other
28 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,

1 condition, or agreement herein contained.

2 36. SERVICES DURING EMERGENCY AND/OR DISASTER

3 36.1 CONTRACTOR acknowledges that service usage may surge during or after an
4 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
5 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
6 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
7 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as
8 described above may require resources or support beyond the local government's capability and
9 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
10 council, county board of supervisors, or state) and may be declared at the federal level by the
11 President of the United States.

12 36.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
13 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
14 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
15 include, but are not limited to: providing services at different location(s), assigning staff to work
16 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
17 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and
18 prioritizing services for staff as requested by COUNTY.

19 36.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
20 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.
21 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary
22 expenditures provided during or after an emergency/disaster shall be calculated by the same rates
23 that apply during non-emergency/disaster conditions.

24 37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

25 37.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
26 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
27 commercial advertisement, promotional purposes, announcements, displays, or press releases,
28 without COUNTY's prior written consent is expressly prohibited.

1 37.2 CONTRACTOR may develop and publish information related to this Agreement
2 where all of the following conditions are satisfied:

3 37.2.1 ADMINISTRATOR provides its written approval of the content and
4 publication of the information at least thirty (30) days prior to
5 CONTRACTOR publishing the information, unless a different timeframe for
6 approval is agreed upon by the ADMINISTRATOR;

7 37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
8 a statement that the program, wholly or in part, is funded through County,
9 State, and Federal Government funds;

10 37.2.3 The information does not give the appearance that the COUNTY, its officers,
11 employees, or agencies endorse:

12 37.2.3.1 Any commercial product or service; and

13 37.2.3.2 Any product or service provided by CONTRACTOR, unless
14 approved in writing by ADMINISTRATOR; and

15 37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
16 or other publicly available social media sites) to publish information related
17 to this Agreement, CONTRACTOR shall develop social media policies and
18 procedures and have them available to the ADMINISTRATOR.
19 CONTRACTOR shall comply with COUNTY Social Media Use Policy and
20 Procedures as they pertain to any social media developed in support of the
21 services described within this Agreement. The policy is available on the
22 Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

23 38. REPORTS

24 38.1 CONTRACTOR shall provide information deemed necessary by
25 ADMINISTRATOR to complete any State-required reports related to the services provided under
26 this Agreement.

27 38.2 CONTRACTOR shall maintain records and submit reports containing such data
28 and information regarding the performance of CONTRACTOR's services, costs, or other data

1 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
2 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
3 written notice to CONTRACTOR.

4 39. ENERGY EFFICIENCY STANDARDS

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

7 40. ENVIRONMENTAL PROTECTION STANDARDS

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

13 40.1 No facility to be utilized in the performance of the proposed grant has been listed
14 on the EPA List of Violating Facilities;

15 40.2 It will notify COUNTY prior to award of the receipt of any communication from
16 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
17 grant is under consideration to be listed on the EPA List of Violating Facilities; and

18 40.3 It will notify COUNTY and EPA about any known violation of the above laws and
19 regulations.

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

22 41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
23 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
24 by the Office of Management and Budget (OMB) and published in the Federal Register dated
25 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
26 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
27 contain, and CONTRACTOR must certify compliance utilizing a form provided by
28 ADMINISTRATOR that cites the following:

1 41.1.1 The definitions and prohibitions contained in the clause at Federal
2 Acquisition Regulation 52.203-12, Limitation on Payments to Influence
3 Certain Federal Transactions, included in this solicitation, are hereby
4 incorporated by reference in Subparagraph B of this certification.

5 41.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
6 knowledge and belief as of December 23, 1989, that

7 41.1.2.1 No federal appropriated funds have been paid or will be paid
8 to any person for influencing or attempting to influence an
9 officer or employee of any agency, a Member of Congress, an
10 officer or employee of Congress, or an employee of a Member
11 of Congress on his or her behalf in connection with the
12 awarding of any federal contract, the making of any federal
13 grant, the making of any federal loan, the entering into of any
14 cooperative agreement, and the extension, continuation,
15 renewal, amendment, or modification of any federal contract,
16 grant, loan or cooperative agreement;

17 41.1.2.2 If any funds other than federal appropriated funds (including
18 profit or fee received under a covered federal transaction) have
19 been paid, or will be paid, to any person for influencing or
20 attempting to influence an officer or employee of any agency,
21 a Member of Congress, an officer or employee of Congress, or
22 an employee of a Member of Congress on his or her behalf in
23 connection with this solicitation, the offeror shall complete
24 and submit with its offer, OMB standard form LLL, Disclosure
25 of Lobbying Activities, to the Contracting Officer; and

26 41.1.2.3 He or she will include the language of this certification in all
27 subcontract awards at any tier and require that all recipients of
28 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.

1 43.3 In the event of termination of this Agreement, cessation of business by
2 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
3 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
4 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
5 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
6 Agreement.

7 43.4 The obligations of COUNTY under this Agreement are contingent upon the
8 availability of federal and/or State funds, as applicable, for the reimbursement of
9 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the
10 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
11 remains in effect or operation. In the event that such funding is terminated or reduced,
12 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum
13 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
14 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
15 notification of such determination. CONTRACTOR shall immediately comply with
16 ADMINISTRATOR's decision.

17 43.5 If any term, covenant, condition, or provision of this Agreement or the application
18 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
19 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
20 thereby.

21 44. GOVERNING LAW AND VENUE

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

1 45. SIGNATURE IN COUNTERPARTS

2 45.1 The parties agree that separate copies of this Agreement may be signed by each of
3 the parties, and this Agreement will have the same force and effect as if the original had been
4 signed by all the parties.

5 45.2 CONTRACTOR represents and warrants that the person executing this Agreement
6 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
7 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
8 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

3
4 By:  _____

JAVIER SANCHEZ
BOARD CHAIR

COMMUNITY HEALTH INITIATIVE
OF ORANGE COUNTY

By:  _____

SUSIE LOPEZ-GUERRA
SECRETARY

COMMUNITY HEALTH INITIATIVE
OF ORANGE COUNTY

7 Dated: 3/2/20 _____

Dated: 3/2/2020 _____

9 By: _____

CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

12 Dated: _____

13 SIGNED AND CERTIFIED THAT A COPY OF THIS
14 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
15 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
16 ATTEST:

17 _____
ROBIN STIELER
Clerk of the Board
Orange County, California

19 APPROVED AS TO FORM
20 COUNTY COUNSEL
21 COUNTY OF ORANGE, CALIFORNIA

22 By:  _____

DEPUTY

24 Dated: 03/05/20 _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY (CHIOC)
FOR THE PROVISION OF TRAINING AND TECHNICAL SUPPORT OF THE ONE-E-APP
ELECTRONIC APPLICATION SYSTEM

1. PURPOSE

The purpose of this Agreement is to provide training and technical support, including Level I Help Desk, to Certified Application Assistors (CAAs) and Certified Enrollment Counselors (CECs) who are One-E-App (OEA) users. CONTRACTOR shall provide services to CAAs and CECs in the community who in turn assist the County by providing eligibility estimations and application materials to potential applicants. OEA provides individuals and families a preliminary eligibility estimation(s) when applying for a range of public assistance programs, through a single electronic application. In addition, signature(s) and supporting documentation may be electronically transmitted through the OEA.

2. DEFINITIONS

2.1 CalFresh: California's Federal Supplemental Nutrition Assistance Program or SNAP, formerly known as the Food Stamp program, that provides assistance for low income households to purchase nutritious food.

2.2 CalWORKs: The California Work Opportunity and Responsibility to Kids Act of 1997, as described in California WIC, Section 11200 et seq.

2.3 Center to Promote HealthCare Access, Inc., dba Alluma ("The Center"): A software company that designed and maintains the OEA. The County of Orange currently administers a separate contract with The Center to maintain the OEA.

2.4 Certified Application Assistor (CAA): An individual who is certified and trained

1 to assist individuals/families with the application process for publicly funded health and human
2 service programs including, but not limited to, CalWORKs, CalFresh, and Medi-Cal.

3 2.5 Certified Enrollment Counselor (CEC): An individual trained to provide in-person
4 counseling and assistance to consumers who need help applying or retaining coverage for Medi-
5 Cal and Covered California programs. Covered California is the health insurance marketplace in
6 California implemented in accordance with the Affordable Care Act (ACA).

7 2.6 Level I Help Desk: Support to CAAs/CECs for any OEA issue that the Program
8 Coordinator and/or Program Assistant is able to resolve without assistance from The Center.

9 2.7 Level II Help Desk: Support to CAAs/CECs for any OEA issue for which the
10 Program Coordinator and/or Program Assistant obtains assistance from The Center to resolve.

11 2.8 Medi-Cal: California's Medicaid health care program, which provides a variety of
12 medical services to California residents with limited income and resources and who meet the
13 program's eligibility requirements.

14 2.9 One-E-App Electronic Application System (OEA): A Web-based system that
15 allows CAAs/CECs to assist families in applying online for a range of publicly funded health and
16 human service programs.

17 2.10 Online Help Hyperlink Dropbox: A feature in OEA that provides CAAs/CECs with
18 topic-oriented, procedural, or reference information. CAAs/CECs are able to utilize Online Help
19 Text to obtain more information on a particular feature, screen, and/or question.

20 2.11 Super User Group: An administrative body comprised of subject matter experts
21 within Orange County who meet bi-monthly to discuss the maintenance and enhancement of the
22 OEA system so as to make timely decisions. The Super User Group engages in decision-making,
23 review, testing, and feedback on any and all OEA changes and enhancements.

24 2.12 User Acceptance Testing (UAT): A testing process, performed by the Program
25 Coordinator and Program Assistant, to ensure system requirements are met and understood. Upon
26 completion of the UAT and resolution of any issues, the results are shared with the Super User
27 Group, who has the responsibility to validate the acceptance of any system change(s) and/or
28 enhancement(s) to OEA.

1 3. GOALS

2 The training and technical support provided to CAAs/CECs will result in applications
3 being entered correctly into OEA, along with any necessary documents, so that applicants will be
4 assessed and enrolled in eligible public assistance programs as expeditiously as possible.
5 CAAs/CECs should complete the application submittal process at initial contact with potential
6 applicants.

7 4. OUTCOMES

8 The training and technical support provided by CONTRACTOR shall result in the
9 following outcomes:

10 4.1 Ninety percent (90%) of Level I Help Desk support, including, but not limited to,
11 troubleshooting, re-setting passwords, and explaining processes and procedures within OEA, shall
12 be addressed within two (2) business days of receiving the request.

13 4.2 Ninety percent (90%) of Level II Help Desk-requests shall be submitted to The
14 Center within three (3) business days.

15 4.3 Ninety percent (90%) of CAAs and CECs will be provided training within thirty
16 (30) days of CONTRACTOR being notified of new CAAs/CECs.

17 4.4 One-hundred percent (100%) of trainees will pass the exit exam with a score of
18 eighty-five percent (85%) or higher. Trainees who score lower than eight-five percent (85%) are
19 not eligible to become certified OEA users until a re-test is completed and they pass the exit exam
20 with a score of eight-five percent (85%) or higher.

21 5. SERVICES TO BE PROVIDED

22 5.1 TRAINING

23 CONTRACTOR shall:

24 5.1.1 Develop and maintain up-to-date training manual(s) that have been
25 reviewed and approved by ADMINISTRATOR for the CAAs/CECs relating to the OEA.

26 5.1.2 Conduct and coordinate training for CAAs/CECs for programs listed in
27 Subparagraph 5.2.1 of this Exhibit A.

28 ///

5.1.3 Develop and implement, with approval by ADMINISTRATOR, an exit exam to be provided to CAAs/CECs at the conclusion of training.

5.1.4 Provide additional training and testing opportunities for trainees who score lower than eighty-five (85%) on the exit exam. CAAs/CECS are not eligible to become certified OEA users until they pass the exit exam with a score of eighty-five percent (85%) or higher.

5.1.5 Coordinate and facilitate training on OEA system updates for CAAs/CECs upon implementation of each update.

5.1.6 Provide refresher training as needed to CAAs/CECs in order to meet the goals as defined in Paragraph 3 of this Exhibit A.

5.2 TECHNICAL SUPPORT

CONTRACTOR shall:

5.2.1 Collaborate with The Center to ensure the preliminary eligibility estimation software is maintained in the OEA for the following programs: CalWORKs; Medi-Cal; and CalFresh.

5.2.2 Update and maintain the Online Help Hyperlink Dropbox as described in Subparagraph 2.10 of this Exhibit A.

5.2.3 Provide Level I Help Desk support including troubleshooting, re-setting passwords, and explaining processes and procedures within OEA.

5.2.4 Provide Level II Help Desk support.

5.2.5 Report errors, conduct UAT when applicable, and validate issue resolutions.

5.2.6 Provide written feedback to The Center within specified timeframes identified by the Super User Group, in relation to the issues identified in Subparagraph 5.2.5 above.

5.2.7 Ensure CAAs/CECs test the functionality of the OEA prior to accepting ongoing system change(s) and/or enhancement(s) to the OEA.

5.2.8 Identify any issues related to usability of the OEA.

5.2.9 Coordinate and conduct monthly conference calls with the Super User Group, ADMINISTRATOR, and The Center to monitor:

5.2.9.1 OEA issues reported by CAAs/CECs, including any general issues regarding Level I and Level II Help Desk Tickets;

5.2.9.2 System functionality; and

5.2.9.3 System enhancements.

6. FACILITIES

Administrative services under this Agreement shall be provided at:

Community Health Initiative of Orange County

1505 E.17th St., Suite 121

Santa Ana, CA 92705

CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add, change, modify, or delete facility(ies) as necessary, without changing COUNTY's maximum obligation.

7. REPORTING REQUIREMENTS

7.1 CONTRACTOR shall prepare and submit to ADMINISTRATOR by the fifteenth (15th) of each month, in a format approved by ADMINISTRATOR, a monthly statistical report for the preceding month of services, which shall include, but not be limited to:

7.1.1 Number of clients/families evaluated through OEA system for each of the following programs: CalWORKs, Medi-Cal, and CalFresh.

7.1.2 Number of clients/families served/evaluated by all CAAs/CECs.

7.1.3 Number of OEA CAA/CECS users.

7.1.4 Number of Level I Help Desk requests.

7.1.5 Number of Level II Help Desk requests.

7.1.6 Number of new CAA/CECS trained.

7.1.7 Results of training exit exam.

7.1.8 Number of system updates.

7.2 CONTRACTOR shall prepare a Quarterly Self-Evaluation Report, on a format

approved by ADMINISTRATOR, by the fifteenth (15th) calendar day following the quarter of review, which shall include, but not be limited to:

7.2.1 Report on attainment of the goals and outcomes identified in Paragraphs 3 and 4 of this Exhibit A.

7.2.2 Positive achievements.

7.2.3 Other information requested by ADMINISTRATOR.

8. PERFORMANCE MONITORING

8.1 CONTRACTOR's performance may be monitored and reviewed by ADMINISTRATOR. CONTRACTOR shall cooperate, assist, and provide ADMINISTRATOR with the information necessary for monitoring services performed under this Agreement.

8.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including but not limited to:

8.2.1 Inspection of output items on a periodic basis as deemed necessary to ensure CONTRACTOR's performance is on target with the services specified in Paragraph 5 of this Exhibit A.

8.2.2 Performance evaluation meetings conducted as deemed necessary by ADMINISTRATOR.

8.3 If it is determined that services are not being provided in accordance with this Agreement, CONTRACTOR shall submit a corrective action plan to ADMINISTRATOR. Upon ADMINISTRATOR's approval of the corrective action plan, CONTRACTOR shall follow the corrective action plan and make remedial efforts in the performance areas requiring improvement, within the time period specified in the corrective action plan. Approval of the corrective action plan and/or CONTRACTOR's engagement in remedial efforts does not in any way effect, alter or limit CONTRACTOR's rights under Paragraphs 19 and 43 of this Agreement, including the right to terminate this Agreement.

9. BUDGET

9.1 The thirty-six (36) month budget for services provided under this Agreement is as follows:

Budget for Period July 1, 2020 through June 30, 2021LINE ITEMS

<u>SALARIES AND EMPLOYEE BENEFITS:</u>	<u>POSITION TYPE⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>MAXIMUM HOURLY RATE⁽³⁾</u>	<u>ANNUAL BUDGET</u>
Program Director/ Executive Director	A	0.18	\$42.47	\$15,900
Program Coordinator	A/D	0.50	22.71	23,620
Program Assistant	D	0.50	18.49	<u>19,228</u>
Subtotal Salaries				\$58,748
Employee Benefits (20% TOTAL) ⁽⁴⁾				<u>11,750</u>
TOTAL SALARIES AND EMPLOYEE BENEFITS				\$70,498
<u>PROGRAM EXPENSES:</u>				
Training Materials/ Other Expenses				\$ 725
Advertising & Marketing				515
Rent/Lease – Bldg				3,600
Office/Computer Supplies				1,000
Computers/Printers Equipment				<u>775</u>
TOTAL PROGRAM EXPENSES				\$ 6,615
<u>INDIRECT COSTS</u>				
Indirect Costs ⁽⁵⁾				<u>\$ 7,711</u>
TOTAL INDIRECT COSTS				\$ 7,711
SUBTOTAL SALARIES AND EMPLOYEE BENEFITS, PROGRAM EXPENSES AND INDIRECT COSTS				\$84,824
TOTAL LINE ITEM BUDGET				\$84,824

Budget for Period July 1, 2021 through June 30, 2022LINE ITEMS

<u>SALARIES AND EMPLOYEE BENEFITS:</u>	<u>POSITION TYPE⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>MAXIMUM HOURLY RATE⁽³⁾</u>	<u>ANNUAL BUDGET</u>
Program Director/ Executive Director	A	0.18	\$43.74	\$16,377
Program Coordinator	A/D	0.50	23.39	24,329
Program Assistant	D	0.50	19.04	<u>19,805</u>
Subtotal Salaries				\$60,511
Employee Benefits (20% TOTAL) ⁽⁴⁾				<u>12,102</u>
TOTAL SALARIES AND EMPLOYEE BENEFITS				\$72,613

PROGRAM EXPENSES:

Training Materials/ Other Expenses	\$ 750
Advertising & Marketing	530
Rent/Lease – Bldg	3,600
Office/Computer Supplies	1,025
Computers/Printers Equipment	<u>800</u>
TOTAL PROGRAM EXPENSES	\$ 6,705

INDIRECT COSTS

Indirect Costs ⁽⁵⁾	<u>7,932</u>
TOTAL INDIRECT COSTS	\$ 7,932

SUBTOTAL SALARIES AND EMPLOYEE BENEFITS, PROGRAM EXPENSES AND INDIRECT COSTS \$87,250

TOTAL LINE ITEM BUDGET \$87,250

Budget for Period July 1, 2022 through June 30, 2023

LINE ITEMS

<u>SALARIES AND EMPLOYEE BENEFITS:</u>	<u>POSITION TYPE⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>MAXIMUM HOURLY RATE⁽³⁾</u>	<u>ANNUAL BUDGET</u>
Program Director/ Executive Director	A	0.18	\$45.05	\$16,868
Program Coordinator	A/D	0.50	24.09	25,058
Program Assistant	D	0.50	19.61	<u>20,399</u>
Subtotal Salaries				\$62,325
Employee Benefits (20% TOTAL) ⁽⁴⁾				<u>12,465</u>
TOTAL SALARIES AND EMPLOYEE BENEFITS				\$74,790

PROGRAM EXPENSES:

Training Materials/ Other Expenses	\$ 775
Advertising & Marketing	550
Rent/Lease – Bldg	3,600
Office/Computer Supplies	1,050
Computers/Printers Equipment	<u>825</u>
TOTAL PROGRAM EXPENSES	\$ 6,800

INDIRECT COSTS

Indirect Costs ⁽⁵⁾	<u>8,159</u>
TOTAL INDIRECT COSTS	\$ 8,159

1 SUBTOTAL SALARIES AND EMPLOYEE BENEFITS, \$ 89,749
2 PROGRAM EXPENSES AND INDIRECT COSTS
3 **TOTAL LINE ITEM BUDGET \$ 89,749**

4 TOTAL MAXIMUM OBLIGATION for the period of
5 February 1, 2018 through June 30, 2020 **\$261,823**

6 (1) Position Types are classified as "D" for Direct or "A" for Administrative. Direct
7 services positions include staff who are integral to service delivery, and may include staff who
8 provide direct face to-face service to clients and/or staff who supervise/manage direct service
9 personnel. Administrative positions include staff that support service delivery and whose
10 activities and functions can be directly allocated to the program.

11 (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time
12 (stated as a percentage) the position will be providing services under the terms of this Agreement.
13 This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as
14 the amount of time (stated as a percentage) the position will be paid for under the terms of this
15 Agreement, regardless of the number of hours actually worked.

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

18 (4) Employee Benefits include contributions to 401k or retirement plans; health insurance;
19 dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA,
20 Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based
21 on the currently prevailing rates; and expense for accrued vacation time payout, for a separated
22 employee, limited to the actual vacation time accrued during the fiscal year in which the expense
23 is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall
24 benefit rate shall not exceed 20% of the actual salary expense claimed.

25 (5) Indirect cost includes administrative cost not directly charged to the program including
26 accounting, audit, legal, and insurance. Indirect costs are based on 10% of the Modified Total
27 Direct Cost (MTDC). In the event the rate is reduced, the reduction shall be afforded to
28 ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide
notification to ADMINISTRATOR of any changes in the rate.

1 9.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,
2 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement
3 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
4 exception and may be approved, on a case-by-case basis, at the sole discretion of
5 ADMINISTRATOR.

6 9.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
7 notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE
8 positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of
9 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
10 accordance with Subparagraph 43.4 of this Agreement, in the event ADMINISTRATOR reduces
11 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and
12 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
13 set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget
14 Modification Request may result in disallowance of reimbursement for those costs.

15 9.4 In the event one of the annual budgets shown in Subparagraph 9.1 of this Exhibit is
16 modified, the modification shall remain in effect until the end of the specific fiscal period modified.
17 For example, if the annual budget for the period of July 1, 2020 through June 30, 2021, is modified,
18 the modification will be effective until June 30, 2021. Beginning July 1, 2021, the budget will
19 revert to the budget included in Subparagraph 9.1 of this Exhibit until it is modified, if applicable.

20 10. STAFF

21 CONTRACTOR shall provide the following described staff positions:

22 10.1 Program Director/Executive Director

23 10.1.1 Duties:

24 10.1.1.1 Analyze and make recommendations for
25 CONTRACTOR's policies, practices, and methods to ensure completion of COUNTY program
26 objectives and implementation/ongoing administration of OEA.

27 10.1.1.2 Monitor related policy changes and legislation regarding
28 statewide health coverage for children/families as it pertains to the implementation/ongoing

administration of OEA.

10.1.1.3 Provide oversight and supervision for the Program Coordinator and Program Assistant.

10.1.1.4 Provide oversight for the coordination and operations of the OEA program.

10.1.1.5 Maintain information and files regarding management projects, policy, and personnel and ensure appropriate follow-up.

10.1.1.6 Ensure submittal of invoices for payment.

10.1.1.7 Monitor OEA issues until resolved.

10.1.2 Qualifications:

10.1.2.1 Bachelor's degree, preferably in Healthcare Administration, Public Policy, Public Administration, Health Planning, or human services related field. Four (4) years of experience working in a human services related field may substitute for the Bachelor's degree; and

10.1.2.2 Three (3) years of experience in program/organization management or administration in health or human services.

10.2 Program Coordinator

10.2.1 Duties:

10.2.1.1 Recommend, plan, and develop CONTRACTOR program policies, procedures, and methods to ensure completion of COUNTY program objectives and implementation/ongoing administration of the OEA program.

10.2.1.2 Oversee accurate and timely submission of reports, as required by ADMINISTRATOR.

10.2.1.3 Provide interpretation of OEA policies and regulations to staff, clients, public, and outside organizations.

10.2.1.4 Coordinate UAT testing and validate resolution of issues.

10.2.1.5 Coordinate and conduct OEA training sessions for OEA users and their supervisors.

10.2.1.6 Update and maintain all Online Help Text, Training Manuals, and Tip Sheets and make accessible to OEA users.

10.2.1.7 Provide continuous support for OEA users, as required per Subparagraph 5.2 in this Exhibit A.

10.2.1.8 Compile monthly status reports.

10.2.1.9 Coordinate, conduct, and provide support material to the Super User Group.

10.2.1.10 Coordinate, conduct, and provide, updates for OEA users to share problems, issues, resolutions, and information, in order to maximize use of OEA.

10.2.1.11 Prioritize and refer issues to The Center.

10.2.1.12 Monitor OEA issues referred to The Center until they are resolved.

10.2.2 Qualifications:

10.2.2.1 Bachelor's degree, preferably in Healthcare Administration, Business, or human services related field. Four (4) years of experience working in a human services related field may substitute for the Bachelor's degree;

10.2.2.2 Two (2) years of healthcare management experience;

10.2.2.3 Ability to manage projects under minimal supervision;

10.2.2.4 Ability to prepare clear, accurate and effective reports, correspondence, policies, and informational brochures and other written materials; and

10.2.2.5 Knowledge of computer systems and functionality.

10.3 Program Assistant

10.3.1 Duties:

10.3.1.1 Assist Program Director.

10.3.1.2 Assist Program Coordinator with the duties identified in Subparagraphs 10.2.1.1 through 10.2.1.12 of this Exhibit A.

10.3.2 Qualifications:

10.3.2.1 Bachelor's degree, preferably in Healthcare

Administration, Business, or human services related field. Four (4) years of experience working in a human services related field may substitute for the Bachelor's degree;

10.3.2.2 Ability to manage projects under minimal supervision;

10.3.2.3 Ability to prepare clear, accurate and effective reports, correspondence, policies, and informational brochures and other written materials; and

10.3.2.4 Knowledge of computer systems and functionality.

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