

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

9 This AGREEMENT, entered into this 1st day of ~~January~~ February 1, 2017, which date is particularized for purpose of reference only, is by and between
10 the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ~~ONEOC~~ COMMUNITY
11 HEALTH INITIATIVE OF ORANGE COUNTY, hereinafter referred to as "CHIOC," a
12 California non-profit corporation, qualified to transact interstate business
13 in the State of California, hereinafter referred to as "CONTRACTOR." This
14 Agreement shall be administered by the County of Orange Social Services Agency
15 Director or designee, hereinafter referred to as "ADMINISTRATOR."
16

17
18 W I T N E S S E T H:

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
21 System (OEA) for California Work Opportunity and Responsibility to Kids
22 (CalWORKs) Act of 1997, CalFresh, and Medi-Cal; and

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

25 ~~WHEREAS, such services California Welfare and Institutions Code (WIC)~~
26 ~~Section 14067.3 et seq. and 11200 et seq., also known as the California Work~~
27 ~~Opportunity and Responsibility to Kids (CalWORKs) Act of 1997.~~

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

TABLE OF CONTENTS

1.	TERM	4
2.	ALTERATION OF TERMS	4
3.	STATUS OF CONTRACTOR	5
4.	DESCRIPTION OF SERVICES, STAFFING	5
5.	LICENSES AND STANDARDS	6
6.	DELEGATION AND ASSIGNMENT/SUBCONTRACTS	6
7.	FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE	8
8.	NON-DISCRIMINATION	11
9.	NOTICES	14
10.	NOTICE OF DELAYS	15
11.	INDEMNIFICATION	15
12.	INSURANCE	15
13.	NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS	21
14.	CONFLICT OF INTEREST	22
15.	ANTI-PROSELYTISM PROVISION	22
16.	SUPPLANTING GOVERNMENT FUNDS	22
17.	EQUIPMENT	22
18.	BREACH SANCTIONS	24
19.	PAYMENTS	24
20.	OVERPAYMENTS	27
21.	OUTSTANDING DEBT	27
22.	REVENUE	27
23.	PROGRAM INCOME	28
24.	FINAL REPORT	29
25.	INDEPENDENT AUDIT	29
26.	RECORDS, INSPECTIONS AND AUDITS	30
27.	PERSONNEL DISCLOSURE	32
28.	EMPLOYMENT ELIGIBILITY VERIFICATION	35
29.	ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS	36
30.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING	37
31.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	37
32.	CONFIDENTIALITY	38
33.	SECURITY	39
34.	COPYRIGHT ACCESS	41
35.	WAIVER	41
36.	PETTY CASH	41
37.	PUBLICITY	42
38.	COUNTY RESPONSIBILITIES	42
39.	REPORTS	42
40.	ENERGY EFFICIENCY STANDARDS	43
41.	ENVIRONMENTAL PROTECTION STANDARDS	43
42.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	43
43.	POLITICAL ACTIVITY	43
44.	TERMINATION PROVISIONS	45
45.	GOVERNING LAW AND VENUE	47
46.	SIGNATURE IN COUNTERPARTS	47

EXHIBIT A

1.	PURPOSE	1
2.	GOALS	1
3.	DEFINITIONS	2
4.	SERVICES TO BE PROVIDED	3
5.	SUPPORTING DOCUMENTATION	5
6.	FACILITIES	5
7.	REPORTING REQUIREMENTS	6
8.	PERFORMANCE MONITORING	7
9.	BUDGET	7
10.	STAFF	11

1. TERM

The term of this Agreement shall commence on ~~January~~ February 1, 2017⁸, and terminate on ~~December 31, 2017~~ June, 30, 2020 unless earlier terminated pursuant to the provisions of Paragraph 44~~42~~ 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)~~ six (6) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result. ~~This Agreement may be renewed under the same terms, conditions, and scope of work, for two (2) additional, consecutive one year periods, by mutual agreement of ADMINISTRATOR and CONTRACTOR. CONTRACTOR shall notify ADMINISTRATOR in writing at least one hundred twenty (120) calendar days prior to the expiration of the current term as to whether CONTRACTOR intends to renew the Agreement on the same terms and conditions for an additional renewal period. COUNTY is not required to provide any reason in the event it elects not to renew this Agreement.~~

2. ALTERATION OF TERMS

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, by the parties, their officers, agents or employees, 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.

1 3. STATUS OF CONTRACTOR

2 3.1 CONTRACTOR is and shall at all times be deemed to be an
3 independent contractor and shall be wholly responsible for the manner in which
4 it performs the services required of it by the terms of this Agreement.
5 Nothing herein contained shall be construed as creating the relationship of
6 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
7 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
8 the responsibility for the acts of its employees or agents as they relate to
9 services to be provided during the course and scope of their employment.

10 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
11 entitled to any rights and/or privileges of COUNTY employees and shall not be
12 considered in any manner to be COUNTY employees.

13 4. DESCRIPTION OF SERVICES, STAFFING

14 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
15 and supplies as described in ~~the~~ Exhibits A to the Agreement between County of
16 Orange and ~~OneOC~~ CHIOC, for the Provision of Training and Technical Support of
17 OEA Services, attached hereto and incorporated herein by reference: Exhibit
18 "A" relating to OEA Services. CONTRACTOR shall operate continuously throughout
19 the term of this Agreement with the number and type of staff described and as
20 required for provision of services hereunder.

21 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
22 may require changes in staffing allocations to reflect current workload
23 demands or service needs as long as COUNTY's maximum obligation as set forth
24 in this Agreement is not exceeded.

25 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
26 appropriate staff to attend an orientation session and subsequent training
27 sessions given by COUNTY.

28 ///

1 5. LICENSES AND STANDARDS

2 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
3 required by the laws of the United States, State of California, County of
4 Orange and all other appropriate governmental agencies to perform the services
5 described in this Agreement, and agrees to maintain these licenses and permits
6 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
7 that its employees shall conduct themselves in compliance with such laws and
8 licensure requirements including, without limitation, compliance with laws
9 applicable to sexual harassment and ethical behavior.

10 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
11 all applicable provisions of the California Welfare and Institutions Code
12 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
13 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
14 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
15 31.2; and all applicable laws and regulations of the United States, State of
16 California, County of Orange Social Services Agency and all administrative
17 regulations, rules and policies adopted thereunder as each and all may now
18 exist or be hereafter amended.

19 5.2.1 For Federally funded Agreements in the amount of \$25,000
20 or more, CONTRACTOR certifies that its officers and/or principals are not
21 debarred or suspended from Federal financial assistance programs and/or
22 activities.

23 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

24 6.1 Delegation and Assignment:

25 In the performance of this Agreement, CONTRACTOR may neither
26 delegate its duties or obligations nor assign its rights, either in whole or
27 in part, without the prior written consent of COUNTY. Any attempted
28 delegation or assignment without prior written consent shall be void. The

1 transfer of assets in excess of ten percent (10%) of the total assets of
2 CONTRACTOR, or any change in the corporate structure, the governing body, or
3 the management of CONTRACTOR, which occurs as a result of such transfer, shall
4 be deemed an assignment of benefits under the terms of this Agreement
5 requiring COUNTY approval.

6 6.2 Subcontracts:

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

14 6.2.1 Subcontracts of \$25,000 or less:

15 CONTRACTOR shall develop a standard form Purchase Order,
16 subject to prior written approval of ADMINISTRATOR, to be utilized for the
17 purchase of services by CONTRACTOR when the cumulative total cost of the
18 services to be provided by any organization is anticipated to be twenty-five
19 thousand dollars (\$25,000) or less during the term of this Agreement. The
20 basis for costs incurred by any such Purchase Order(s) shall be the actual
21 cost of providing services or the usual and customary charges established by
22 the organization(s) providing the services.

23 6.2.2 Subcontracts in excess of \$25,000:

24 CONTRACTOR shall develop and submit for approval to
25 ADMINISTRATOR a system for the procurement of subcontracts with any
26 organization in which the total cumulative cost of services provided by any
27 single organization is anticipated to exceed twenty-five thousand dollars
28 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed procurement

1 system shall take into consideration such factors as: degree of price
2 competition; pricing policies and techniques; experience and quality of
3 service; methods of evaluating subcontractor responsibility; relationship of
4 subcontractor to CONTRACTOR; and planning, award, and post-award management of
5 subcontracts, including internal audit procedures and monitoring of
6 subcontractor's performance until completion of services.

7 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
8 procurement system, CONTRACTOR shall comply with such procurement system in
9 obtaining subcontracts with a total cost in excess of twenty-five thousand
10 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
11 shall obtain ADMINISTRATOR's written consent prior to entering into a
12 subcontract with any organization when the total cumulative cost of services
13 to be provided by that organization is anticipated to exceed twenty-five
14 thousand dollars (\$25,000) during the term of this Agreement.

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

21 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

22 7.1 Form of Business Organization:

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

27 7.1.1 The form of CONTRACTOR's business organization, i.e.,
28 proprietorship, partnership, corporation, etc.

1 7.1.2 A detailed statement indicating the relationship of
2 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
3 individual.

4 7.1.3 A detailed statement indicating the relationship of
5 CONTRACTOR to any subsidiary business organization or to any individual who
6 may be providing services, supplies, material or equipment to CONTRACTOR or in
7 any manner does business with CONTRACTOR under this Agreement.

8 7.2 Change in Form of Business Organization:

9 If during the term of this Agreement the form of CONTRACTOR's
10 business organization changes, or the ownership of CONTRACTOR changes, or
11 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
12 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
13 writing, detailing such changes. A change in the form of business
14 organization may, at COUNTY's sole discretion, be treated as an attempted
15 assignment of rights or delegation of duties of this Agreement.

16 7.3 Real Property Disclosure:

17 If CONTRACTOR is occupying any real property under any agreement,
18 oral or written, where persons are to receive services hereunder, CONTRACTOR
19 shall submit the following information in addition to a copy of the lease,
20 license or rental agreement, as well as any other information requested, prior
21 to the provision of services under this Agreement:

22 7.3.1 The location by street address and city of any such real
23 property.

24 7.3.2 The fair market value of any such real property as such
25 value is reflected on the most recently issued County Tax Collector's tax
26 bill.

27 7.3.3 A detailed description of all existing and pending
28 agreements, with respect to the use or occupation of any such real property.

1 Such description shall include, but not be limited to:

2 7.3.3.1 The term duration of any rental, lease or
3 license agreement;

4 7.3.3.2 The amount of monetary consideration to be
5 paid to the lessor or licensor over the term of the rental, lease or license
6 agreement;

7 7.3.3.3 The type and dollar value of any other
8 consideration to be paid to the lessor or licensor; and

9 7.3.3.4 The full names and addresses of all parties
10 to any agreement concerning the real property and a listing of liens (if any)
11 thereof, together with a listing by full names and addresses of all officers,
12 directors and stockholders of any private corporation, and a similar listing
13 of all general and limited partners of any partnership which is a party.

14 7.3.4 A listing by full names of all of CONTRACTOR's officers,
15 directors and/or partners, members of its administrative and advisory boards,
16 staff and consultants, who have any family relationship by marriage or blood
17 with a party to any agreement concerning real property referred to in
18 Subparagraph 7.3.3, immediately above, or who have any present or future
19 financial interest in such person's business, whether the entity concerned is
20 a corporation or partnership. Such listing shall also include the full names
21 of all of CONTRACTOR's officers, directors, partners and those holding a
22 financial interest. Included are members of its advisory boards, members of
23 its staff and consultants, who have any family relationship by marriage or
24 blood to an officer, director, or stockholder of the corporation or to any
25 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
26 also indicate the names of the officers, directors, stockholders, or
27 partner(s), as appropriate, and the family relationship which exists between
28 such person(s) and CONTRACTOR's representatives listed.

1 7.3.5 True and correct copies of all agreements with respect to
2 any such real property shall be appended to the documentation described above
3 and made a part thereof. If, during the term of this Agreement, there is a
4 change in the agreement(s) with respect to real property where persons receive
5 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
6 describing such changes.

7 8. NON-DISCRIMINATION

8 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
9 shall not engage nor employ any unlawful discriminatory practices in the
10 admission of clients, provision of services or benefits, assignment of
11 accommodations, treatment, evaluation, employment of personnel or in any other
12 respect on the basis of race, religious creed, color, national origin,
13 ancestry, physical disability, mental disability, medical condition, genetic
14 information, marital status, sex, gender, gender identity, gender expression,
15 age, sexual orientation, military and veteran status or any other protected
16 group in accordance with the requirements of all applicable Federal or State
17 laws.

18 8.2 ~~CONTRACTOR shall develop an Affirmative Action Program Plan which~~
19 ~~meets the lawful and applicable requirements of the U.S. Department of Health~~
20 ~~and Human Services.~~

21 8.3 CONTRACTOR shall furnish any and all information requested by
22 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
23 books, records and accounts in order to ascertain CONTRACTOR's compliance with
24 Paragraph 8 et seq.

25 8.4 Non-Discrimination in Employment:

26 8.4.1 CONTRACTOR shall comply with Executive Order 11246,
27 entitled "Equal Employment Opportunity," as amended by Executive Order 11375
28 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

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

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

California Department of Social Services

Public Inquiry and Response Bureau

P.O. Box 944243, M.S. 8-4-23

Sacramento, CA 95814

Telephone: (800) 952-5253

(800) 952-8349 (For the hard of hearing)

8.5 Non-Discrimination in Service Delivery:

8.5.1 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 8.4 et seq.

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

8.5.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

8.5.2.2 Discrimination Complaint Form

8.5.2.3 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. NOTICES

9.1 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 -1600

CONTRACTOR: ~~OneOC~~

~~1901 E. 4th Street, Suite 100~~

~~Santa Ana, CA 92705~~

Community Health Initiative of Orange County

1505 E. 17th St., Suite 121

Santa Ana, CA 92705

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 notices, claims, correspondence, reports and/or statements authorized or

1 required by this Agreement addressed in any other fashion shall be deemed not
2 given. ~~ADMINISTRATOR AND CONTRACTOR may mutually agree in writing to change~~
3 ~~the addresses to which notices are sent.~~ The Parties each may designate by
4 written notice from time to time, in the manner aforesaid, any change in the
5 address to which notices must be sent.

6 10. NOTICE OF DELAYS

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

12 11. INDEMNIFICATION

13 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
14 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
15 State, COUNTY, and their elected and appointed officials, officers, employees,
16 agents and those special districts and agencies which COUNTY's Board of
17 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
18 any claims, demands or liability of any kind or nature, including but not
19 limited to personal injury or property damage, arising from or related to the
20 services, products or other performance provided by CONTRACTOR pursuant to
21 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
22 court of competent jurisdiction because of the concurrent active negligence of
23 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
24 be apportioned as determined by the court. Neither party shall request a jury
25 apportionment.

26 12. INSURANCE

27 12.1 Prior to the provision of services under this Agreement,
28 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense

1 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
 2 endorsements required herein, necessary to satisfy COUNTY that the insurance
 3 provisions of this Agreement have been complied with. ~~and~~ CONTRACTOR agrees
 4 to keep such insurance coverage, Certificates of Insurance and endorsements on
 5 deposit with ADMINISTRATOR during the entire term of this Agreement. In
 6 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
 7 to this Agreement shall obtain insurance subject to the same terms and
 8 conditions as set forth herein for CONTRACTOR.

9 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
 10 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
 11 CONTRACTOR's insurance as an Additional Insured or ~~obtain~~ maintain insurance
 12 subject to the same terms and conditions as set forth herein for CONTRACTOR.
 13 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 14 than the level of coverage required by COUNTY from CONTRACTOR under this
 15 Agreement. It is the obligation of CONTRACTOR to provide notice of the
 16 insurance requirements to every subcontractor and to receive proof of
 17 insurance prior to allowing any subcontractor to begin work. Such proof of
 18 insurance must be maintained by CONTRACTOR through the entirety of this
 19 Agreement for inspection by COUNTY representative(s) at any reasonable time.

20 12.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be
 21 clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~
 22 ~~apply, indicate this on the Certificate of Insurance with a "0" by the~~
 23 ~~appropriate line of coverage.~~ Any self-insured retention (SIR) or deductible
 24 in an amount in excess of ~~\$25,000 (\$5,000 for automobile liability)~~ fifty
 25 thousand dollars (\$50,000) shall specifically be approved by the COUNTY's
 26 ~~Executive Office (CEO)/Office of Risk Management~~ Manager, or designee, upon
 27 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR
 28 is approved, CONTRACTOR, in addition to, and without limitation of, any other

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

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

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

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

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

12.5 Qualified Insurer:

~~12.5.1 Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be~~ The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

~~12.5.2 The policy or policies of insurance requires herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject~~

~~carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can accept the insurance.~~

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

12.7 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
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate

12.8 Required Coverage Forms:

12.8.1 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.

12.8.2 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.

12.9 Required Endorsements:

12.9.1 Commercial General Liability policy shall contain the

1 following endorsements, which shall accompany the Certificate of Insurance:

2 12.9.1.1 An Additional Insured endorsement using ISO
3 form CG ~~2010 or CG 2033~~ 20 26 04 13, or a form at least as broad, naming the
4 County of Orange, its elected and appointed officials, officers, agents and
5 employees, as Additional Insureds or provide blanket coverage, which will
6 state AS REQUIRED BY WRITTEN CONTRACT.

7 12.9.1.2 A primary non-contributing endorsement using
8 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
9 CONTRACTOR's insurance is primary and any insurance or self-insurance
10 maintained by the County of Orange shall be excess and non-contributing.

11 12.9.2 The Network Security and Privacy Liability policy shall
12 contain the following endorsements which shall accompany the Certificate of
13 Insurance.

14 12.9.2.1 An Additional Insured endorsement naming the
15 County of Orange, its elected and appointed officials, officers, agents and
16 employees as Additional Insureds for its vicarious liability.

17 12.9.2.2 A primary and non-contributing endorsement
18 evidencing that the CONTRACTOR's insurance is primary and any insurance or
19 self-insurance maintained by the County of Orange shall be excess and non-
20 contributing.

21 12.10 The Workers' Compensation policy shall contain a waiver of
22 subrogation endorsement waiving all rights of subrogation against the County
23 of Orange, ~~and members of the Board of Supervisors~~, its elected and appointed
24 officials, officers, agents and employees or provide blanket coverage, which
25 will state AS REQUIRED BY WRITTEN CONTRACT.

26 12.11 All insurance policies required by this Agreement shall waive all
27 rights of subrogation against the County of Orange, ~~and members of the Board~~
28 ~~of Supervisors~~, its elected and appointed officials, officers, agents and

employees when acting within the scope of their appointment or employment.

12.12 ~~All insurance policies required by this Agreement shall give the County of Orange~~ CONTRACTOR shall notify COUNTY in writing within thirty (30) days' ~~notice in the event~~ of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. ~~This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.~~ Failure to provide written notice of cancellation may constitute a material breach of ~~the contract~~ this Agreement, upon which the COUNTY may suspend or terminate this Agreement.

12.13 If CONTRACTOR's Technology Errors & Omissions and/or Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Technology Errors & Omissions and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

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

12.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.

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

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

12.18 COUNTY shall notify CONTRACTOR in writing of changes in the

1 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
2 certificates of insurance and endorsements with COUNTY incorporating such
3 changes within thirty (30) days of receipt of such notice, this Agreement may
4 be in breach without further notice to CONTRACTOR, and COUNTY shall be
5 entitled to all legal remedies.

6 12.19 The procuring of such required policy or policies of insurance
7 shall not be construed to limit CONTRACTOR's liability hereunder nor to
8 fulfill the indemnification provisions and requirements of this Agreement, nor
9 act in any way to reduce the policy coverage and limits available from the
10 insurer.

11 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

12 CONTRACTOR shall report to COUNTY:

13 13.1 Any accident or incident relating to services performed under this
14 Agreement that involves injury or property damage which may result in the
15 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
16 shall be made in writing within twenty-four (24) hours of occurrence.

17 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
18 from or ~~related~~ relating to services performed by CONTRACTOR under this
19 Agreement. Such report shall be submitted to COUNTY within twenty-four (24)
20 hours of occurrence.

21 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
22 property. Such report shall be submitted to COUNTY within twenty-four (24)
23 hours of occurrence.

24 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
25 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
26 under the term of this Agreement. Such report shall be submitted to COUNTY
27 within twenty-four (24) hours of occurrence.

28 ///

1 14. CONFLICT OF INTEREST

2 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
3 any actions or conditions that could result in a conflict with the best
4 interests of COUNTY. This obligation shall apply to CONTRACTOR and
5 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
6 third parties associated with accomplishing the work hereunder.

7 14.2 CONTRACTOR's efforts shall include, but not be limited to,
8 establishing precautions to prevent its employees or agents from making,
9 receiving, providing, or offering gifts, entertainment, payments, loans or
10 other considerations which could be deemed to appear to influence individuals
11 to act contrary to the best interests of COUNTY.

12 15. ANTI-PROSELYTISM PROVISION

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

17 16. SUPPLANTING GOVERNMENT FUNDS

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

27 17. EQUIPMENT

28 17.1 All items purchased with funds provided under this Agreement, or

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

9 CONTRACTOR further agrees to the following:

10 17.1.1 To maintain all items of Capital Equipment in good
11 working order and condition, normal wear and tear excepted.

12 17.1.2 To label all items of Capital Equipment, do periodic
13 inventories as required by ADMINISTRATOR and to maintain an inventory list
14 showing where and how the Capital Equipment is being used, in accordance with
15 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
16 ADMINISTRATOR within ten (10) days of any request therefore.

17 17.1.3 To report in writing to ADMINISTRATOR immediately after
18 discovery, the loss or theft of any items of Capital Equipment. For stolen
19 items, the local law enforcement agency must be contacted and a copy of the
20 police report submitted to ADMINISTRATOR.

21 17.1.4 To purchase a policy or policies of insurance covering
22 loss or damage to any and all Capital Equipment purchased under this
23 Agreement, in the amount of the full replacement value thereof, providing
24 protection against the classification of fire, extended coverage, vandalism,
25 malicious mischief and special extended perils (all risks) covering the
26 parties' interests as they appear.

27 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
28 requested in writing, shall require the prior written approval of

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

17.3 Personal Computer Equipment:

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

18. BREACH SANCTIONS

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

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

18.1.2 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

18.2 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph ~~18.1.2~~ 18.1.2 above.

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

19. PAYMENTS

19.1 Maximum Contractual Obligation:

~~The maximum obligation of COUNTY under this Agreement shall be \$78,500, or actual allowable costs, whichever is less.~~ The maximum obligation

of COUNTY under this Agreement shall not exceed the amount of \$187,885: the amount of \$35,835 for February 1, 2018 through June 30, 2018; the amount of \$74,337 for July 1, 2018 through June 30, 2019; and the amount of \$77,713 for July 1, 2019 through June 30, 2020, or actual allowable costs, whichever is less.

19.2 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 2 CFR, Part 230 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 2017, June 2019, and June 2020, during the month of such anticipated expenditure.

19.3 Claims:

19.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

19.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall

1 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
2 shall retain all financial records in accordance with Paragraph 26 (Records,
3 Inspections, and Audits) of this Agreement.

4 19.3.3 Payments should be released by COUNTY within a reasonable
5 time period of approximately thirty (30) days after receipt of a correctly
6 completed claim form and required supporting documentation.

7 19.3.4 Year End and Final Claims:

8 19.3.4.1 CONTRACTOR shall submit a final claim ~~by no~~
9 ~~later than March 1, 2017~~ March 1, 2017 for costs incurred during the period of
10 February 1, 2018 through June 30, 2018 by no later than August 30, 2018.
11 Thereafter, CONTRACTOR shall submit a final claim for each COUNTY fiscal year,
12 July 1 through June 30, covered under the term of this Agreement as stated in
13 Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal
14 year. Claims received after March 1, 2017 August 30th of each corresponding
15 COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed.
16 ADMINISTRATOR may modify the date upon which the final claim per each COUNTY
17 fiscal year must be received, upon written notice to CONTRACTOR.

18 19.3.4.2 The basis for final settlement shall be the
19 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
20 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
21 to the maximum obligation of COUNTY. In the event that any overpayment has
22 been made, COUNTY may offset the amount of the overpayment against the final
23 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
24 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
25 Nothing herein shall be construed as limiting the remedies of COUNTY in the
26 event an overpayment has been made.

27 ///

28 ///

1 19.3.5 Seventy-Five Percent Expenditure Notification:

2 19.3.5.1 CONTRACTOR shall maintain a system of record
3 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
4 five percent (75%) of the total contract authorizations under this Agreement.
5 Upon occurrence of this event, CONTRACTOR shall send written notification to
6 ADMINISTRATOR.

7 20. OVERPAYMENTS

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

21 21. OUTSTANDING DEBT

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

25 22. REVENUE

26 22.1 ~~Whenever CONTRACTOR receives any money specifically designated for~~
27 ~~use in programs funded through this Agreement, such monies shall be considered~~
28 ~~to be a cost off-set and treated as a reduction against the amount claimed by~~

1 ~~CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25~~
2 ~~as that section currently exists or may be hereafter amended. The procedure~~
3 ~~for designating money as Program Income is set forth in Paragraph 23 of this~~
4 ~~Agreement.~~

5 ~~22.2 CONTRACTOR is not required to apply grants or gifts which are~~
6 ~~unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY~~
7 ~~participates.~~

8 ~~22.3 Whenever CONTRACTOR receives any money specifically designated for~~
9 ~~use in programs funded through this Agreement, such monies shall be considered~~
10 ~~a cost off set and treated as a reduction against the amount claimed by~~
11 ~~CONTRACTOR, except for Program Income as defined in Title 45 CFR Section~~
12 ~~92.25, as that section currently exists or may be hereafter amended. The~~
13 ~~procedure for designating money as Program Income is set forth in Paragraph 23~~
14 ~~of this Agreement.~~

15 23. PROGRAM INCOME

16 ~~It is mutually understood that the State or Federal agency responsible~~
17 ~~for providing the funding for this Agreement may designate certain revenue of~~
18 ~~CONTRACTOR as Program Income. To be designated as Program Income and,~~
19 ~~therefore, as other than a cost off-set, CONTRACTOR shall do all of the~~
20 ~~following:~~

21 ~~23.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed~~
22 ~~Program Income;~~

23 ~~23.2 Set up and maintain a separate bank account for any proposed~~
24 ~~Program Income and account for any and all such income received; and~~

25 ~~23.3 Report to ADMINISTRATOR any and all Program Income received no~~
26 ~~later than thirty (30) days from the date of receipt, record the amount~~
27 ~~received on internal financial records and indicate the amount received on the~~
28 ~~monthly claim submitted to ADMINISTRATOR.~~

23.4 ~~ADMINISTRATOR will then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.~~

23.5 ~~CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.~~

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

24. FINAL REPORT

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

25. INDEPENDENT AUDIT

25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the ~~OMB Circular A 133, Audits of States, Local Government and Non Profit Organization~~ 31 USC 7501 - 7507, as well as its implementing regulations under 2 CRF Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The audit must be performed in accordance with generally accepted government auditing standards and Title 2 CFR Part 230. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers ~~January 1 through December 31~~ February 1 through June 30 for term period of February 1, 2018 through June 30, 2018, and covers July 1 through June 30 thereafter for term period of July 1, 2018 through June 30, 2020. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit for each of the fiscal cycles corresponding with the term of this Agreement. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement with CONTRACTOR until such time as the required audit(s) is are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

26. RECORDS, INSPECTIONS AND AUDITS

26.1 Financial Records:

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

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

26.2 Client Records:

26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records related to this Agreement in a form acceptable to ADMINISTRATOR.

1 26.2.2 CONTRACTOR shall keep all records related to this
2 Agreement for a minimum of five (5) years from the date of final payment under
3 this Agreement or until all pending COUNTY, State and federal audits are
4 completed, whichever is later. These records shall be stored in Orange
5 County, unless CONTRACTOR requests and COUNTY provides written approval for
6 the right to store the records in another county. Notwithstanding anything to
7 the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish
8 control with respect to records related to this Agreement to COUNTY in
9 accordance with Subparagraph 44.2.

10 26.2.3 COUNTY may refuse payment for a claim if records related
11 to this Agreement are determined by COUNTY to be incomplete or inaccurate. In
12 the event records related to this Agreement are determined to be incomplete or
13 inaccurate after payment has been made, COUNTY may treat such payment as an
14 overpayment within the provisions of this Agreement.

15 26.3 Public Records:

16 ~~With the exception of client records or other records referenced~~
17 ~~in Paragraph 32, entitled Confidentiality~~ To the extent permissible under the
18 law, all records, including but not limited to, reports, audits, notices,
19 claims, statements and correspondence, required by this Agreement may be
20 subject to public disclosure. COUNTY will not be liable for any such
21 disclosure.

22 26.4 Inspections and Audits:

23 26.4.1 The U.S. Department of Health and Human Services
24 Comptroller General of the United States, Director of CDSS, State Auditor-
25 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
26 Department, or any of their authorized representatives, shall have access to
27 any books, documents, papers and records, including medical records, of
28 CONTRACTOR which any of them may determine to be pertinent to this Agreement

1 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned
2 persons have the right at all reasonable times to inspect or otherwise
3 evaluate the work performed or being performed under this Agreement and the
4 premises in which it is being performed.

5 26.4.2 CONTRACTOR shall make its books and ~~financial~~ records
6 available within the borders of Orange County within ten (10) days of receipt
7 of written demand by ADMINISTRATOR.

8 26.4.3 In the event CONTRACTOR does not make available its books
9 and ~~financial~~ records within the borders of Orange County, CONTRACTOR agrees
10 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
11 designee, necessary to obtain CONTRACTOR's books and ~~financial~~ records.

12 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of
13 COUNTY's liability to the State or Federal ~~g~~Government or any agency thereof
14 resulting from any disallowances or other audit exceptions to the extent that
15 such liability is attributable to CONTRACTOR's failure to perform under this
16 Agreement.

17 26.5 Evaluation Studies:

18 26.5.1 CONTRACTOR shall participate as requested by COUNTY in
19 research and/or evaluative studies designed to show the effectiveness and/or
20 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
21 project.

22 27. PERSONNEL DISCLOSURE

23 27.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
24 all personnel providing services hereunder, including résumés and job
25 applications. Changes to the list will be immediately provided to
26 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
27 application. The list shall include:

28 27.1.1 Names and dates of birth of all full or part-time

personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;

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

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

27.1.4 The language skill, if applicable, for all personnel.

27.2 Where authorized by law, CONTRACTOR's employment applications ~~to provide~~ shall require applicants to provide detailed information regarding the conviction of a crime by any court, for offenses other than minor traffic offenses. Information not disclosed in the employment application discovered subsequent to the hiring or promotion of any applicant shall be cause for termination of that employee from the performance of services under this Agreement.

27.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites the names and dates of birth for all employees and/or volunteers who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all employees ~~and/or volunteers~~ (direct service and administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.) who ~~provide~~ have direct, interactive contact with clients served ~~under~~ through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable.

1 Candidates will satisfy background checks consistent with this paragraph and
2 ~~comparable to those required for COUNTY employees~~ their performance of
3 services under this Agreement.

4 27.5 In the event a record is revealed through the processes described
5 in Subparagraphs 27.3 and 27.4, COUNTY will be available to consult with
6 CONTRACTOR on appropriateness of personnel providing services through this
7 Agreement.

8 27.6 CONTRACTOR warrants that all persons employed or otherwise
9 assigned by CONTRACTOR to provide services under this Agreement have
10 satisfactory past work records and/or reference checks indicating their
11 ability to perform the required duties and accept the kind of responsibility
12 anticipated under this Agreement. CONTRACTOR shall maintain records of
13 background investigations and reference checks undertaken and coordinated by
14 CONTRACTOR for each employee and/or volunteer assigned to provide services
15 under this Agreement for a minimum of five (5) years from the date of final
16 payment under this Agreement or until all pending COUNTY, State and Federal
17 audits are completed, whichever is later, in compliance with all applicable
18 laws.

19 27.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
20 arrest and/or subsequent conviction, for offenses other than minor traffic
21 offenses, of any paid employee and/or volunteer staff performing services
22 under this Agreement, when such information becomes known to CONTRACTOR.
23 ADMINISTRATOR may determine whether such employee and/or volunteer may
24 continue to provide services under this Agreement and shall provide notice of
25 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
26 with ADMINISTRATOR's decision shall be deemed a material breach of this
27 Agreement, pursuant to Paragraph 18 above.

28 27.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's

1 staff performing work hereunder and any proposed changes in CONTRACTOR's
2 staff.

3 27.9 COUNTY shall have the right to require CONTRACTOR to remove any
4 employee from the performance of services under this Agreement. At the
5 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

6 27.10 CONTRACTOR shall notify COUNTY immediately when staff is
7 terminated for cause from working on this Agreement.

8 27.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
9 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all
10 work in accordance with the terms and conditions of this Agreement.

11 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

29.1 ~~In order to comply with child support enforcement requirements of COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:~~

~~(a) in the case of an individual contractor, his/her name, date of birth, Social Security number and residence address;~~

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

~~(c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and~~

~~(d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

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

29.2 ~~The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment~~

1 ~~Orders and Notices of Assignment shall constitute a material breach of this~~
2 ~~Agreement, and failure to cure such breach within sixty (60) calendar days of~~
3 ~~notice from COUNTY shall constitute grounds for termination of this Agreement.~~

4 29.3 In the case of an individual contractor or contractor doing
5 business in a form other than an individual, CONTRACTOR agrees to furnish
6 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

7 (a) his/her name, date of birth, Social Security Number and
8 residence address or

9 (b) in the case of a contractor doing business in a form other
10 than as an individual, the name, data of birth, Social Security Number, and
11 residence address of each individual who owns an interest of ten percent (10%)
12 or more in the contracting entity.

13 29.4 It is expressly understood that this data will be transmitted to
14 governmental agencies charged with the establishment and enforcement of child
15 support orders, and for no other purpose.

16 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

17 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
18 ensure that all employees, volunteers, consultants or agents performing
19 services under this Agreement report child abuse or neglect to one of the
20 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
21 abuse as defined in Section 15610.07 of the WIC to one of the agencies
22 specified in WIC Section 15630. CONTRACTOR shall require such employee,
23 volunteer, consultant or agent to sign a statement acknowledging the child
24 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
25 Penal Code and the dependent adult and elder abuse reporting requirements as
26 set forth in Section 15630 of the WIC and will comply with the provisions of
27 these code sections as they now exist or as they may hereafter be amended.

28 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

6 32. CONFIDENTIALITY

7 32.1 CONTRACTOR agrees to maintain the confidentiality of its records
8 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
9 and all other provisions of law, and regulations promulgated thereunder
10 relating to privacy and confidentiality, as each may now exist or be hereafter
11 amended.

12 32.2 All records and information concerning any and all persons
13 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
14 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,
15 agents, and subcontractors. CONTRACTOR shall require all of its employees,
16 volunteers, agents, subcontractors and partners who may provide services for
17 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before
18 commencing the provision of any such services, to maintain the confidentiality
19 of any and all materials and information with which they may come into
20 contact, or the identities or any identifying characteristics or information
21 with respect to any and all participants referred to CONTRACTOR by COUNTY,
22 except as may be required to provide services under this Agreement or to those
23 specified in this Agreement as having the capacity to audit CONTRACTOR, and as
24 to the latter, only during such audit. CONTRACTOR shall comply with any audits
25 specified in Paragraph 26, provide reports and any other information required
26 by COUNTY in the administration of this Agreement, and as otherwise permitted
27 by law.

28 32.3 CONTRACTOR shall inform all of its employees, volunteers, agents,

1 subcontractors and partners of this provision and that any person knowingly
2 ~~and intentionally~~ violating the provisions of said California State law may be
3 guilty of a crime.

4 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall
5 be subject to the confidentiality requirements of this Agreement.

6 33. SECURITY

7 33.1 Security Requirements

8 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all
9 COUNTY and COUNTY-related records and information pursuant to all statutory
10 laws relating to privacy and confidentiality that currently exists or exists
11 at any time during the term of this Agreement. CONTRACTOR represents and
12 warrants that it has implemented and will maintain during the term of this
13 Agreement administrative, physical, and technical safeguards to reasonably
14 protect private and confidential client information, to protect against
15 anticipated threats to the security or integrity of COUNTY data and to protect
16 against unauthorized physical or electronic access to or use of COUNTY data.
17 Such safeguards and controls shall include at a minimum:

18 33.1.1.1 Storage of confidential paper files that
19 ensures records are secured, handled, transported and destroyed in a manner
20 that prevents unauthorized access.

21 33.1.1.2 Control of access to physical and electronic
22 records to ensure COUNTY data is accessed only by individuals with a need to
23 know for the delivery of contract services.

24 33.1.1.3 Control to prevent unauthorized access and to
25 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
26 individuals.

27 33.1.1.4 Firewall protection.

28 33.1.1.5 Use of encryption methods of electronic

COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

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

33.2 Security Breach Notification

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

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

33.2.1.2 Contain the incident by, among things, attempting to recover records, revoking access and/or correcting weaknesses in security.

33.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to

1 prevent future similar unauthorized use or disclosure.

2 33.2.2 The COUNTY, at its sole discretion and on a case-by-case
3 basis, will determine what actions necessary in response to the Security
4 Breach and who will perform these actions. Actions may include but are not
5 limited to notifications: investigation and remediation costs, including
6 notification of all whose personal information was disclosed; outside
7 investigation; forensics; counsel; crisis management and credit monitoring.
8 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
9 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
10 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
11 shall reimburse COUNTY for costs associated to legally required actions.

12 34. COPYRIGHT ACCESS

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

17 35. WAIVER

18 No delay or omission by either party hereto to exercise any right or
19 power accruing upon any noncompliance or default by the other party with
20 respect to any of the terms of this Agreement shall impair any such right or
21 power or be construed to be a waiver thereof. A waiver by either of the
22 parties hereto of any of the covenants, conditions, or agreements to be
23 performed by the other shall not be construed to be a waiver of any succeeding
24 breach thereof or of any other covenant, condition or agreement herein
25 contained.

26 36. PETTY CASH

27 CONTRACTOR is authorized to establish a petty cash fund in an amount not
28 to exceed ~~two hundred and fifty (\$250)~~ one thousand dollars (\$1,000).

1 37. PUBLICITY

2 37.1 Information and solicitations, prepared and released by
3 CONTRACTOR, concerning the services provided under this Agreement shall state
4 that the program, wholly or in part, is funded through COUNTY, State and
5 Federal ~~g~~Government funds

6 37.2 CONTRACTOR shall not disclose any details in connection with this
7 Agreement to any person or entity except as may be otherwise provided
8 hereunder or required by law. However, in recognizing CONTRACTOR's need to
9 identify its services and related clients to sustain itself, COUNTY shall not
10 inhibit CONTRACTOR from publishing its role under this Agreement within the
11 following conditions:

12 37.2.1 CONTRACTOR shall develop all publicity material in a
13 professional manner; and

14 37.2.2 During the term of this Agreement, CONTRACTOR shall not,
15 and shall not authorize another to, publish or disseminate any commercial
16 advertisements, press releases, feature articles, or other materials using the
17 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
18 unreasonably withhold written consent.

19 37.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
20 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
21 including commercial advertisement, promotional purposes, announcements,
22 displays or press releases, without COUNTY's prior written consent is
23 expressly prohibited.

24 38. COUNTY RESPONSIBILITIES

25 ADMINISTRATOR will provide consultation and technical assistance and
26 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

27 39. REPORTS

28 39.1 CONTRACTOR shall provide information deemed necessary by

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

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

40. ENERGY EFFICIENCY STANDARDS

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

41. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121

1 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
2 provisions set down by the OMB and published in the Federal Register dated
3 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
4 regulations, it is mutually understood that any contract which utilizes -
5 Ffederal monies in excess of \$100,000 must contain and CONTRACTOR must certify
6 compliance utilizing a form provided by ADMINISTRATOR that cites the
7 following:

8 A. The definitions and prohibitions contained in the clause at
9 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
10 Certain Federal Transactions, included in this solicitation, are hereby
11 incorporated by reference in Paragraph (B) of this certification.

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

14 1) No Ffederal appropriated funds have been paid or will
15 be paid to any person for influencing or attempting to influence an officer or
16 employee of any agency, a Member of Congress, an officer or employee of
17 Congress, or an employee of a Member of Congress on his or her behalf in
18 connection with the awarding of any Ffederal contract, the making of any
19 Ffederal grant, the making of any Ffederal loan, the entering into of any
20 cooperative agreement, and the extension, continuation, renewal, amendment or
21 modification of any Ffederal contract, grant, loan or cooperative agreement;

22 2) If any funds other than Ffederal appropriated funds
23 (including profit or fee received under a covered Ffederal transaction) have
24 been paid, or will be paid, to any person for influencing or attempting to
25 influence an officer or employee of any agency, a Member of Congress, an
26 officer or employee of Congress, or an employee of a Member of Congress on his
27 or her behalf in connection with this solicitation, the offeror shall complete
28

1 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
2 Activities, to the Contracting Officer; and

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

7 C. Submission of this certification and disclosure is a
8 prerequisite for making or entering into this Agreement imposed by Section
9 1352, Title 31, USC. Any person who makes an expenditure prohibited under
10 this provision or who fails to file or amend the disclosure form to be filed
11 or amended by this provision, shall be subject to a civil penalty of not less
12 than \$10,000, and not more than \$100,000, for each such failure.

13 43. POLITICAL ACTIVITY

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

17 44. TERMINATION PROVISIONS

18 44.1 ADMINISTRATOR may terminate this Agreement without penalty
19 immediately with cause or after thirty (30) days written notice without cause,
20 unless otherwise specified. Notice shall be deemed served on the date of
21 mailing. Cause shall ~~be defined as~~ include but not be limited to any breach
22 of contract, any partial misrepresentation ~~or~~ whether negligent or willful,
23 fraud on the part of CONTRACTOR, discontinuance of the services for reasons
24 within CONTRACTOR's reasonable control, and repeated or continued violations
25 of COUNTY ordinances unrelated to performance under this Agreement that in the
26 reasonable opinion of COUNTY indicate a willful or reckless disregard for
27 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
28 terminate this Agreement shall relieve COUNTY of all further obligations under

1 this Agreement.

2 44.2 ~~Upon termination, or notice thereof~~ For ninety (90) calendar days
3 prior to the expiration date of this Agreement, or upon notice of termination
4 of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with
5 ADMINISTRATOR in the orderly transfer of service responsibilities, active case
6 records, and pertinent documents. The Transition Period may be modified as
7 agreed upon in writing by the Parties. During the Transition Period, service
8 and data access shall continue to be made available to COUNTY without
9 alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
10 transitioning all data in the format determined by COUNTY.

11 44.3 In the event of termination of this Agreement, cessation of
12 business by CONTRACTOR or any other event preventing CONTRACTOR from
13 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
14 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
15 requested to do so on such media as reasonably requested by COUNTY, even if
16 COUNTY is then or is alleged to be in breach of this Agreement.

17 44.4 The obligations of COUNTY under this Agreement are contingent upon
18 the availability of Federal and/or State funds, as applicable, for the
19 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
20 for the services hereunder in the budget approved by the Orange County Board
21 of Supervisors each fiscal year this Agreement remains in effect or operation.
22 In the event that such funding is terminated or reduced, ADMINISTRATOR may
23 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
24 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
25 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
26 notification of such determination. CONTRACTOR shall immediately comply with
27 ADMINISTRATOR's decision.

28 44.5 If any term, covenant, condition, or provision of this Agreement

1 or the application thereof is held invalid, void, or unenforceable, the
2 remainder of the provisions in this Agreement shall remain in full force and
3 effect and shall not in no way be affected, impaired, or invalidated thereby.

4 45. GOVERNING LAW AND VENUE

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

14 46. SIGNATURE IN COUNTERPARTS

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

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

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

By: _____ By: _____
 _____ ELIZABETH BEAR _____ CHERYL VARGO
 _____ BOARD CHAIR _____ SECRETARY
 _____ COMMUNITY HEALTH INITIATIVE _____ COMMUNITY HEALTH INITIATIVE
 _____ OF ORANGE COUNTY _____ OF ORANGE COUNTY
 CHIEF EXECUTIVE OFFICER/PRESIDENT

Dated: _____ Dated: _____

By: _____
 _____ MICHAEL F. RYAN
 _____ DIRECTOR
 _____ COUNTY OF ORANGE
 _____ SOCIAL SERVICES AGENCY

Dated: _____

By: _____
 _____ CHAIRWOMAN
 _____ OF THE BOARD OF SUPERVISORS
 _____ COUNTY OF ORANGE, CALIFORNIA

Dated: _____

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

 ROBIN STIELER
 Clerk of the Board
 Orange County, California

APPROVED AS TO FORM
 COUNTY COUNSEL
 COUNTY OF ORANGE, CALIFORNIA

By: _____
 _____ DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

ONEOC 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, and including Level I Help Desk, ~~by establishing guidelines to~~ Certified Application Assistors (CAAs) and Certified Enrollment Counselors (CECs) who are One-e-App (OEA) users ~~and for related technical support.~~ 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. GOALS

2.1 The training provided by CONTRACTOR shall result in the following outcomes:

2.1.1 Eighty-five percent (85%) of electronic applications completed by CAAs/CECs and submitted to ADMINISTRATOR shall include all forms required for CalWORKs, CalFresh, and Medi-Cal.

2.1.2 Ninety percent (90%) of Level I Help Desk support

1 including troubleshooting, re-setting passwords, and explaining processes and
2 procedures within OEA, shall be addressed within two (2) business days of
3 receiving the request.

4 2.1.3 Ninety percent (90%) of all applications will be
5 completed within 30 days of date of application.

6 2.1.4 Ninety percent (90%) of electronic applications completed
7 by CAAs/CECs shall be submitted to ADMINISTRATOR within two (2) business days
8 of completion.

9 2.1.5 CONTRACTOR shall submit ninety percent (90%) of Level II
10 Help Desk—requests to The Center within three (3) business days.

11 3. DEFINITIONS

12 3.1 CalWORKs: The California Work Opportunity and Responsibility to
13 Kids Act of 1997, as described in California WIC, Section 11200 et seq.

14 3.2 Center to Promote HealthCare Access, Inc., dba Social Interest
15 Solutions ("The Center"): A software company that designed and maintains the
16 OEA. The County of Orange currently administers a separate contract with The
17 Center to maintain the OEA.

18 3.3 Certified Application Assistor (CAA): An individual who is
19 certified and trained to assist individuals/families with the application
20 process for publicly funded health and human service programs including, but
21 not limited to, CalWORKs, CalFresh, and Medi-Cal.

22 3.4 Certified Enrollment Counselor (CEC): An individual trained to
23 provide in-person counseling and assistance to consumers who need help
24 applying or retaining coverage for Medi-Cal and Covered California programs.
25 Covered California is the health insurance marketplace in California
26 implemented in accordance with the Affordable Care Act (ACA).

27 3.5 Level I Help Desk: Support to CAAs/CECs for any OEA issue that the
28 Program Coordinator and/or Program Assistant is able to resolve without

1 assistance from The Center.

2 3.6 Level II Help Desk: Support to CAAs/CECs for any OEA issue for
3 which the Program Coordinator and/or Program Assistant obtains assistance from
4 The Center to resolve.

5 3.7 One-e-App Electronic Application System (OEA): A Web-based system
6 that allows CAAs/CECs to assist families in applying online for a range of
7 publicly funded health and human service programs.

8 3.8 Online Help Text: A feature in OEA that provides CAAs/CECs with
9 topic-oriented, procedural, or reference information. CAAs/CECs are able to
10 utilize Online Help Text to obtain more information on a particular feature,
11 screen, and/or question.

12 3.9 Super User Group: An administrative body comprised of subject
13 matter experts within Orange County who meet bi-monthly to discuss the
14 maintenance and enhancement of the OEA system so as to make timely decisions.
15 The Super User Group engages in decision-making, review, testing, and feedback
16 on any and all OEA changes and enhancements.

17 3.10 User Acceptance Testing (UAT): A testing process, performed by
18 the Program Coordinator and Program Assistant, to ensure system requirements
19 are met and understood. Upon completion of the UAT and resolution of any
20 issues, the results are shared with the Super User Group, who has the
21 responsibility to validate the acceptance of any system change(s) and/or
22 enhancement(s) to OEA.

23 4. SERVICES TO BE PROVIDED

24 OEA provides individuals and families a preliminary eligibility
25 estimation(s) when applying for a range of programs, through a single,
26 electronic application. In addition, signature(s) and supporting
27 documentation are electronically transmitted through the OEA.

28 ///

1 4.1 TRAINING

2 CONTRACTOR shall:

3 4.1.1 Develop and maintain ~~paperless~~ up-to-date training
4 manual(s) for the CAAs/CECs relating to the OEA;

5 4.1.2 Conduct and coordinate training for CAAs/CECs for
6 programs listed in Subparagraph 4.2.1 below; and

7 4.1.3 Coordinate and facilitate training on OEA system updates
8 for CAAs/CECs, upon implementation of each update.

9 4.2 TECHNICAL SUPPORT

10 CONTRACTOR shall:

11 4.2.1 Collaborate with The Center to ensure the preliminary
12 eligibility estimation software is maintained in the OEA for the following
13 programs;

14 4.2.1.1 CalWORKs;

15 4.2.1.2 Medi-Cal; and

16 4.2.1.3 CalFresh.

17 4.2.2 Update and maintain the Online Help Text as described in
18 Subparagraph 3.8 above.

19 4.2.3 Provide Level I Help Desk support including
20 troubleshooting, re-setting passwords, and explaining processes and procedures
21 within OEA. ~~within two (2) business days of receiving the request.~~

22 4.2.4 Provide Level II Help Desk support, including contacting
23 The Center phone number (1-800-429-1979) for assistance on troubleshooting
24 applications.

25 4.2.5 Report errors, conduct UAT when applicable, and validate
26 issue resolutions;

27 4.2.6 Provide written feedback to The Center within specified
28 timeframes identified by the Super User Group, in relation to the issues

identified in Subparagraph 4.2.5 above.

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

4.2.8 Identify any issues related to usability of the OEA.

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

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

4.2.9.2 System functionality; and

4.2.9.3 System enhancements.

5. SUPPORTING DOCUMENTATION

CONTRACTOR shall:

5.1 Ensure applications submitted to ADMINISTRATOR for the following programs include all forms required by ADMINISTRATOR, for the following programs:

5.1.1 CalWORKs;

5.1.2 CalFresh; and

5.1.3 Medi-Cal.

5.2 CONTRACTOR shall ensure applicable forms required by ADMINISTRATOR, are signed by the client and electronically transmitted through the OEA to ADMINISTRATOR as required per Subparagraph 2.1.4 of this Exhibit A.

6. FACILITIES

Administrative services under this Agreement shall be provided at:

~~OneOC~~

~~1901 E. 4th Street, Suite 100~~

~~Santa Ana, CA 92705~~

Community Health Initiative of Orange County

1505 E. 17th St., Suite 121

Santa Ana, CA 92705

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:

7.1.1.1 CalWORKs;

7.1.1.2 Medi-Cal; and

7.1.1.3 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 Number of CAAs/CECs provided 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 identified in Paragraph 2 above of this Exhibit A;

7.2.2 Positive achievements; and

7.2.3 Other information requested by ADMINISTRATOR.

1 8. PERFORMANCE MONITORING

2 8.1 CONTRACTOR's performance ~~shall~~ may be monitored and reviewed by
3 ADMINISTRATOR. CONTRACTOR shall cooperate, assist, and provide ADMINISTRATOR
4 with the information necessary for monitoring services performed under this
5 Agreement.

6 8.2 ADMINISTRATOR may use a variety of inspection methods to evaluate
7 CONTRACTOR's performance, including but not limited to:

8 8.2.1 Inspection of output items on a periodic basis as deemed
9 necessary to ensure CONTRACTOR's performance is on target with the services
10 specified in Paragraph 4 of this Exhibit A; and

11 8.2.2 Performance evaluation meetings conducted as deemed
12 necessary by ADMINISTRATOR.

13 8.3 If it is determined that services are not being provided in
14 accordance with this Agreement, CONTRACTOR shall submit a corrective action
15 plan to ADMINISTRATOR. Upon ADMINISTRATOR's approval of the corrective action
16 plan, CONTRACTOR shall follow the corrective action plan and make remedial
17 efforts in the performance areas requiring improvement, within the time period
18 specified in the corrective action plan. Approval of the corrective action
19 plan and/or CONTRACTOR's engagement in remedial efforts does not in any way
20 effect, alter or limit CONTRACTOR's rights under Paragraphs 18 and 44 of this
21 Agreement, including the right to terminate this Agreement.

22 9. BUDGET

23 The ~~twelve (12)~~ twenty-nine (29) month budget for services provided
24 under this Agreement is as follows:

25 ~~Budget for Period January 1, 2017 through December 31, 2017~~

26 LINE ITEMS

		MAXIMUM HOURLY RATE ⁽²⁾	ANNUAL BUDGET	ONEOC MATCH
<u>SALARIES AND EMPLOYEE BENEFITS:</u>	<u>FTE⁽¹⁾</u>			
Program Director/ Executive Director	0.20	\$40.17	16,000	21,539
Program Coordinator	0.50	21.00	20,540	20,540
Program Assistant	0.50	16.28	16,931	000000
Subtotal Salaries			\$53,471	42,079
Employee Benefits ⁽³⁾ (20% TOTAL)			10,694	8,416
TOTAL SALARIES AND EMPLOYEE BENEFITS			\$64,165	\$50,495
<u>PROGRAM EXPENSES:</u>				
Training Materials/ Other Expenses			472	2,000
Advertising & Marketing			500	4,700
Rent/Lease - Bldg			3,600	3,000
Office/Computer Supplies			203	
Computers/Printers Equipment			1,710	3,450
TOTAL PROGRAM EXPENSES			\$6,485	\$13,150
<u>INDIRECT COSTS</u>				
Indirect (10%)			7,850	3,209
TOTAL INDIRECT COSTS			\$7,850	\$3,209
SUBTOTAL SALARIES AND EMPLOYEE BENEFITS, PROGRAM EXPENSES AND INDIRECT COSTS			\$78,500	\$66,854
TOTAL LINE ITEM BUDGET			\$78,500	

Budget for Period February 1, 2018 through June 30, 2018

LINE ITEMS

		MAXIMUM HOURLY RATE ⁽²⁾	ANNUAL BUDGET
<u>SALARIES AND EMPLOYEE BENEFITS:</u>	<u>FTE⁽¹⁾</u>		
Program Director/ Executive Director	0.18	\$37.39	7,000
Program Coordinator	0.50	20.00	10,400
Program Assistant	0.50	16.28	8,466
Subtotal Salaries			\$25,866
Employee Benefits ⁽³⁾ (20% TOTAL)			3,375
TOTAL SALARIES AND EMPLOYEE BENEFITS			\$29,241
<u>PROGRAM EXPENSES:</u>			
Training Materials/ Other Expenses			350

Advertising & Marketing	250
Rent/Lease - Bldg	1,800
Office/Computer Supplies	500
Computers/Printers Equipment	600
TOTAL PROGRAM EXPENSES	\$3,500
INDIRECT COSTS	
Indirect Costs ⁽⁴⁾	3,094
TOTAL INDIRECT COSTS	\$3,094
SUBTOTAL SALARIES AND EMPLOYEE BENEFITS, PROGRAM EXPENSES AND INDIRECT COSTS	\$35,835
TOTAL LINE ITEM BUDGET	\$35,835

Budget for Period July 1, 2018 through June 30, 2019

LINE ITEMS

	FTE ⁽¹⁾	MAXIMUM HOURLY RATE ⁽²⁾	ANNUAL BUDGET
SALARIES AND EMPLOYEE BENEFITS:			
Program Director/ Executive Director	0.18	\$39.26	14,700
Program Coordinator	0.50	21.00	21,840
Program Assistant	0.50	17.09	17,774
Subtotal Salaries			\$54,314
Employee Benefits ⁽³⁾ (20% TOTAL)			7,088
TOTAL SALARIES AND EMPLOYEE BENEFITS			\$61,402
PROGRAM EXPENSES:			
Training Materials/ Other Expenses			700
Advertising & Marketing			500
Rent/Lease - Bldg			3,600
Office/Computer Supplies			950
Computers/Printers Equipment			750
TOTAL PROGRAM EXPENSES			\$6,500
INDIRECT COSTS			
Indirect Costs ⁽⁴⁾			6,431
TOTAL INDIRECT COSTS			\$6,431
SUBTOTAL SALARIES AND EMPLOYEE BENEFITS, PROGRAM EXPENSES AND INDIRECT COSTS			\$74,333
TOTAL LINE ITEM BUDGET			\$74,333

Budget for Period July 1, 2019 through June 30, 2020

LINE ITEMS

		MAXIMUM HOURLY RATE ⁽²⁾	ANNUAL BUDGET
SALARIES AND EMPLOYEE BENEFITS:	FTE ⁽¹⁾		
Program Director/ Executive Director	0.18	\$41.23	15,437
Program Coordinator	0.50	22.05	22,932
Program Assistant	0.50	17.95	18,668
Subtotal Salaries			\$57,037
Employee Benefits ⁽³⁾ (20% TOTAL)			7,442
TOTAL SALARIES AND EMPLOYEE BENEFITS			\$64,479
PROGRAM EXPENSES:			
Training Materials/ Other Expenses			700
Advertising & Marketing			500
Rent/Lease - Bldg			3,600
Office/Computer Supplies			950
Computers/Printers Equipment			750
TOTAL PROGRAM EXPENSES			\$6,500
INDIRECT COSTS			
Indirect Costs ⁽⁴⁾			6,738
TOTAL INDIRECT COSTS			\$6,738
SUBTOTAL SALARIES AND EMPLOYEE BENEFITS, PROGRAM EXPENSES AND INDIRECT COSTS			\$77,717
TOTAL LINE ITEM BUDGET			\$77,717

TOTAL MAXIMUM OBLIGATION for the period of
February 1, 2018 through June 30, 2020 **\$187,885**

⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked. Contractor will not be reimbursed for overtime unless approved in advance by Administrator.

⁽²⁾ Maximum hourly rates which will be permitted during the term of this

Agreement; employees may be paid at less than maximum rate.

- (3) Employee Benefits include 401k, health insurance, dental insurance, life insurance, and long-term disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates. The overall benefit rate shall not exceed twenty percent (20%) of actual allowable costs of for salaries.

- (4) Indirect Costs are based on 10% of the Modified Total Direct Cost(MTDC).

CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR.

~~Both parties understand that the total services for this contract cost \$145,354 and that Contractor will contribute at least \$66,854 or more as provided by Paragraph 22.~~

10. STAFF

CONTRACTOR shall provide the following described staff positions:

10.1 Program Director/Executive Director

10.1.1 Duties:

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

10.1.1.2 Monitor related policy changes and legislation regarding 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 ~~Manage/oversee fundraising to ensure available funding for OEA.~~

10.1.1.5 Provide oversight for the coordination and

operations of the OEA program.

10.1.1.6 Maintain ~~confidential~~ and ~~sensitive~~ information and files regarding management projects, policy, and personnel and ensure ~~ensuring~~ appropriate follow-up.

10.1.1.7 Ensure submittal of invoices for payment.

10.1.1.8 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 development~~ and ~~maintenance of the OEA reporting system~~ timely submission of reports, as required by ADMINISTRATOR.

10.2.1.3 ~~Ensure OEA audits are completed on a regular basis to monitor quality and compliance with COUNTY policies.~~

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

10.2.1.5 Coordinate UAT testing and validate resolution of issues.

10.2.1.6 ~~Provide OEA release notes to all OEA users.~~

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

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

10.2.1.9 Provide continuous support for OEA users, as
required per Subparagraph 4.2 in this Exhibit A.

10.2.1.10 Compile monthly status reports.

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

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

10.2.1.13 Prioritize and refer issues to The Center.

10.2.1.14 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

1 10.2.2.5 Knowledge of computer systems and
2 functionality.

3 10.3 Program Assistant

4 10.3.1 Duties:

5 10.3.1.1 Assist Program Director; and

6 10.3.1.2 Assist Program Coordinator with the duties
7 identified in Subparagraphs 10.2.1.1 through 10.2.1.14 of this Exhibit A.

8 10.3.2 Qualifications:

9 10.3.2.1 Bachelor's degree, preferably in Healthcare
10 Administration, Business, or human services related field. Four (4) years of
11 experience working in a human services related field may substitute for the
12 Bachelor's degree;

13 10.3.2.2 Ability to manage projects under minimal
14 supervision;

15 10.3.2.3 Ability to prepare clear, accurate and
16 effective reports, correspondence, policies, and informational brochures and
17 other written materials; and

18 10.3.2.4 Knowledge of computer systems and
19 functionality.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///