

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ONEOC  
AND

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

This AGREEMENT, entered into this 1st day of ~~November 2014~~April 1, 2019, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and OneOC, a California non-profit corporation; and Community Health Initiative of Orange County (CHIOC), a California non-profit corporation; hereinafter collectively referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

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

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

WHEREAS, such services are authorized and provided for pursuant to Assembly Bill 82, which was enacted by the California State Legislature, and signed by the California State Governor on June 27, 2013.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on ~~November~~April 1, ~~2014~~2019, and terminate on June 30, ~~2016~~2021, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 21.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

1 to be COUNTY employees.

2 4. DESCRIPTION OF SERVICES, ~~STAFFING~~

3 4.1 ~~CONTRACTOR~~ agrees to provide those services, facilities, equipment, and  
4 supplies, as described in the Exhibit A to the Agreement between County of Orange, OneOC, and  
5 CHIOC, for the Provision of Medi-Cal Outreach and Enrollment, ~~and Retention activities~~ Services,  
6 attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously  
7 throughout the term of this Agreement with the number and type of staff described and as required  
8 for provision of services hereunder.

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

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

14 5. LICENSES AND STANDARDS

15 5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 30  
16 of this Agreement, who are subject to individual registration and/or licensing requirements, have  
17 all necessary licenses and permits required by the laws of the United States, State of California  
18 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
19 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
20 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
21 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
22 such laws and licensure requirements, including, without limitation, compliance with laws  
23 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
24 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.  
25 becoming expired, inactive, etc.).

26 5.2 In the performance of this Agreement, CONTRACTOR shall comply, ~~unless~~  
27 ~~waived in whole or in part by ADMINISTRATOR,~~ with all applicable provisions of the California  
28 Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); ~~Federal~~

1 ~~Office of Management and Budget (OMB) Circulars A-21, A-122, and A-87; Title 48 CFR Section~~  
 2 ~~31.2~~ implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost  
 3 Principles, and Audit Requirements for Federal Awards; and all applicable laws and regulations  
 4 of the United States, State of California, County of Orange, and County of Orange Social Services  
 5 Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all  
 6 may now exist or be hereafter amended.

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

10 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

11 6.1 Delegation and Assignment:

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

19 ~~6.2 — Subcontracts:~~

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

23 6.2 Change of Ownership

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

1     |     7. SUBCONTRACTS

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

8                     ~~6.2.1~~7.1.1 Subcontracts of ~~\$25~~50,000 or less:

9                             ~~6.2.1~~7.1.1.1 CONTRACTOR shall develop a standard form  
10 Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the  
11 purchase of services by CONTRACTOR when the cumulative total cost of the services to be  
12 provided by any organization is anticipated to ~~be twenty-five~~fifty thousand dollars (~~\$25~~50,000) or  
13 less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s)  
14 shall be the actual cost of providing services or the usual and customary charges established by the  
15 organization(s) providing the services.

16                     ~~6.2.2~~7.1.2 Subcontracts in excess of ~~\$25~~50,000:

17                             ~~6.2.2~~7.1.2.1 CONTRACTOR shall develop and submit for  
18 approval to ADMINISTRATOR a system for the procurement of subcontracts with any  
19 organization in which the total cumulative cost of services provided by any single organization is  
20 anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Agreement.  
21 CONTRACTOR's proposed procurement system shall take into consideration such factors as:  
22 degree of price competition; pricing policies and techniques; experience and quality of service;  
23 methods of evaluating subcontractor responsibility; relationship of subcontractor to  
24 CONTRACTOR; and planning, award, and post-award management of subcontracts, including  
25 internal audit procedures and monitoring of subcontractor's performance until completion of  
26 services.

27                             ~~6.2.2~~7.1.2.2 Upon ADMINISTRATOR's approval of  
28 CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such

1 procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars  
 2 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain  
 3 ADMINISTRATOR's written consent prior to entering into a subcontract with any organization  
 4 when the total cumulative cost of services to be provided by that organization is anticipated to  
 5 exceed fifty thousand dollars (\$50,000) during the term of this Agreement.

6 ~~6.2.2.3~~7.1.2.3 CONTRACTOR and its subcontractor(s) shall  
 7 establish and maintain accurate and complete financial records related to services provided under  
 8 the terms of this Agreement. Such records may be subject to the satisfaction of  
 9 ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a  
 10 period of five (5) years, or until any pending audit is completed.

11 7.8. FORM OF BUSINESS ORGANIZATION—AND—REAL—PROPERTY  
 12 DISCLOSURE/NAME CHANGE

13 7.1.8.1 Form of Business Organization

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

17 ~~7.1.18.1.1~~ 7.1.8.1.1 The form of CONTRACTOR's business organization, i.e.,  
 18 proprietorship, partnership, corporation, etc.

19 ~~7.1.28.1.2~~ 7.1.8.1.2 A detailed statement indicating the relationship of CONTRACTOR,  
 20 by way of ownership or otherwise, to any parent organization or individual.

21 ~~7.1.38.1.3~~ 7.1.8.1.3 A detailed statement indicating the relationship of CONTRACTOR  
 22 to any subsidiary business organization or to any individual who may be providing services,  
 23 supplies, material, or equipment to CONTRACTOR or in any manner does business with  
 24 CONTRACTOR under this Agreement.

25 7.28.2 Change in Form of Business Organization

26 If, during the term of this Agreement, the form of CONTRACTOR's business  
 27 organization changes, or the ownership of CONTRACTOR changes, or ~~CONTRACTOR's~~  
 28 ~~relationship to~~ when changes occur between CONTRACTOR and other businesses ~~dealing with~~



1 ~~CONTRACTOR under that could impact services provided through~~ this Agreement ~~changes,~~  
2 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A  
3 change in the form of business organization may, at COUNTY's sole discretion, be treated as an  
4 attempted assignment of rights or delegation of duties of this Agreement.

5 ~~7.3 — Real Property Disclosure:~~

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

10 ~~7.3.1 The location by street address and city of any such real property.~~

11 ~~7.3.2 The fair market value of any such real property as such value is reflected on~~  
12 ~~the most recently issued County Tax Collector's tax bill.~~

13 ~~7.3.3 A detailed description of all existing and pending agreements, with respect~~  
14 ~~to the use or occupation of any such real property. Such description shall~~  
15 ~~include, but not be limited to:~~

16 ~~7.3.3.1 The term duration of any rental, lease or license agreement;~~

17 ~~7.3.3.2 The amount of monetary consideration to be paid to the lessor~~  
18 ~~or licensor over the term of the rental, lease or license~~  
19 ~~agreement;~~

20 ~~7.3.3.3 The type and dollar value of any other consideration to be paid~~  
21 ~~to the lessor or licensor; and~~

22 ~~7.3.3.4 The full names and addresses of all parties to any agreement~~  
23 ~~concerning the real property and a listing of liens (if any)~~  
24 ~~thereof, together with a listing by full names and addresses of~~  
25 ~~all officers, directors and stockholders of any private~~  
26 ~~corporation, and a similar listing of all general and limited~~  
27 ~~partners of any partnership which is a party.~~

28 ~~7.3.4 A listing by full names of all of CONTRACTOR's officers, directors and/or~~

1 ~~partners, members of its administrative and advisory boards, staff and~~  
2 ~~consultants, who have any family relationship by marriage or blood with~~  
3 ~~a party to any agreement concerning real property referred to in~~  
4 ~~Subparagraph 7.3.3, immediately above, or who have any present or~~  
5 ~~future financial interest in such person's business, whether the entity~~  
6 ~~concerned is a corporation or partnership. Such listing shall also include~~  
7 ~~the full names of all of CONTRACTOR's officers, directors, partners and~~  
8 ~~those holding a financial interest. Included are members of its advisory~~  
9 ~~boards, members of its staff and consultants, who have any family~~  
10 ~~relationship by marriage or blood to an officer, director, or stockholder of~~  
11 ~~the corporation or to any partner of the partnership. In preparing the latter~~  
12 ~~listing, CONTRACTOR shall also indicate the names of the officers,~~  
13 ~~directors, stockholders, or partner(s), as appropriate, and the family~~  
14 ~~relationship which exists between such person(s) and CONTRACTOR's~~  
15 ~~representatives listed.~~

16 ~~7.3.5 True and correct copies of all agreements with respect to any such real~~  
17 ~~property shall be appended to the affidavit described above and made a~~  
18 ~~part thereof. If, during the term of this Agreement, there is a change in~~  
19 ~~the agreement(s) with respect to real property where persons receive~~  
20 ~~services, CONTRACTOR shall promptly notify ADMINISTRATOR, in~~  
21 ~~writing, describing such changes.~~

### 22 8.3 Name Change

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

### 28 8.9. NON-DISCRIMINATION

1            ~~8.19.1~~ In the performance of this Agreement, CONTRACTOR agrees that it shall not  
 2 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
 3 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
 4 personnel, or in any other respect, on the basis of ~~sex,~~ race, religious creed, color, ~~ethnicity,~~  
 5 national origin, ancestry, ~~religion, age, marital status,~~ physical disability, mental disability,  
 6 medical condition, genetic information, marital status, sex, gender, gender identity, gender  
 7 expression, age, sexual orientation, ~~sexual preference, gender identity or expression, physical or~~  
 8 ~~mental disability~~ military and veteran status, or any other protected group, in accordance with the  
 9 requirements of all applicable federal or State laws.

10            ~~8.2~~ — ~~CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~  
 11 ~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

12            ~~8.39.2~~ CONTRACTOR shall furnish any and all information requested by  
 13 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
 14 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
 15 10 et seq.

#### 16            8.49.3 Non-Discrimination in Employment

17            ~~8.4.19.3.1~~ CONTRACTOR shall comply with Executive Order 11246, entitled  
 18 "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented  
 19 in Department of Labor regulations (Title 41 CFR Part 60).

20            ~~8.4.29.3.2~~ All solicitations or advertisements for employees placed by or on  
 21 behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for  
 22 employment without regard to ~~sex,~~ race, religious creed, color, ~~ethnicity,~~ national origin, ancestry,  
 23 ~~religion, age, marital status,~~ physical disability, mental disability, medical condition, genetic  
 24 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,  
 25 ~~sexual preference, physical or mental disability~~ military and veteran status, or any other protected  
 26 group, in accordance with the requirements of all applicable ~~Federal~~ federal or State laws. Notices  
 27 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
 28 for employees and job applicants.

1                    ~~8.4.39.3.3~~ 8.4.39.3.3 CONTRACTOR shall refer any and all employees desirous of filing  
2 a formal discrimination complaint to:

3                    California Department of Fair Employment  
4                    2218 Kausen Drive, Suite 100  
5                    Elk Grove, CA 95758  
6                    Telephone:    (800) 884-1684  
7    (800) 700-2320 (TTY)

8                    ~~8.5.19.4~~ 8.5.19.4 Non-Discrimination in Service Delivery

9                    ~~8.5.19.4.1~~ 8.5.19.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil  
10 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the  
11 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
12 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
13 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
14 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h)~~(+)~~, (i), and (j); CGC  
15 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24,~~  
16 ~~CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-  
17 7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other  
18 applicable federal and State laws, as well as their implementing regulations (including Title 45  
19 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law  
20 pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each  
21 may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative  
22 methods or procedures which would have a discriminatory effect or which would violate the  
23 California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP)  
24 Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the  
25 right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or  
26 CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate  
27 federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

28                    ~~8.5.29.4.2~~ 8.5.29.4.2 CONTRACTOR shall provide any and all clients desirous of filing

1 a formal complaint any and all information as appropriate:

2 ~~8.5.2.1~~9.4.2.1 Pamphlet: “Your Rights Under California Welfare  
3 Programs” (PUB 13)

4 ~~8.5.2.2~~9.4.2.2 Discrimination Complaint Form

5 ~~8.5.2.3~~9.4.2.3 Civil Rights Contacts:

6 County Civil Rights Contact:

7 Orange County Social Services Agency

8 Program Integrity

9 Attn: Civil Rights Coordinator

10 P.O. Box 22001

11 Santa Ana, CA 92702-2001

12 Telephone: (714) 438-8877

13 State Civil Rights Contact:

14 California Department of Social Services

15 Civil Rights Bureau

16 P.O. Box 944243, M.S. 15-70

17 Sacramento, CA 94244-2430

18 Federal Civil Rights Contact:

19 U.S. Department of Health and Human Services

20 Office of Civil Rights

21 50 U.N. Plaza, Room 322

22 San Francisco, CA 94102

23 9.4.3 The following websites provide Civil Rights information,  
24 publications and/or forms:

25 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB>  
26 470.pdf (Pub 470 - Your rights Under Adult Protective Services)

27 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->  
28 Rights-Under-California-Welfare-Program (Pub 13 – Your Rights Under California Welfare

Programs)

9.4.3.3 [http://ssa.ocgov.com/about/services/contact/complaints/comply\(SSA Contractor and Vendor Compliance page\)](http://ssa.ocgov.com/about/services/contact/complaints/comply(SSA Contractor and Vendor Compliance page))

9.10. NOTICES

~~9.10.1~~ All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency  
Contracts and Procurement Services  
~~888~~500 N. ~~Main Street~~State College Blvd, Suite 100  
~~Santa Ana~~Orange, CA ~~92701~~92868

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

~~9.210.2~~ All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. ~~ADMINISTRATOR and CONTRACTOR~~The parties each may ~~mutually agree~~designate by written notice from time to time, in ~~writing to the manner aforesaid, any~~ change in the addresses ~~address~~ to which notices ~~are~~must be sent.

10.11. NOTICE OF DELAYS

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

1 information with respect thereto, to the other party.

2 ~~11.~~12. INDEMNIFICATION

3 ~~11.12.1~~ 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
 4 writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,  
 5 COUNTY, and their elected and appointed officials, officers, employees, agents, and those special  
 6 districts and agencies which COUNTY's Board of Supervisors acts as the governing Board  
 7 ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or  
 8 nature, including, but not limited to, personal injury or property damage arising from or related to  
 9 the services, products, or other performance provided by CONTRACTOR pursuant to this  
 10 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of  
 11 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY  
 12 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as  
 13 determined by the court. Neither party shall request a jury apportionment.

14 ~~12.~~13. INSURANCE

15 ~~12.13.1~~ 13.1 Prior to the provision of services under this Agreement, CONTRACTOR  
 16 agrees to purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~  
 17 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,  
 18 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied  
 19 with, ~~and~~. CONTRACTOR agrees to keep such insurance coverage ~~and the certificates therefore~~,  
 20 Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire  
 21 term of this Agreement. In addition, all subcontractors performing work on behalf of  
 22 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and  
 23 conditions as set forth herein for CONTRACTOR.

24 ~~12.213.2~~ 13.2 CONTRACTOR shall ensure that all subcontractors performing work on  
 25 behalf of CONTRACTOR pursuant to this Agreement shall ~~obtain insurance subject to the same~~  
 26 ~~terms and conditions as set forth herein for CONTRACTOR~~, be covered under CONTRACTOR's  
 27 insurance as an Additional Insured or maintain insurance subject to the same terms and conditions  
 28 as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work

if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

~~12.3~~13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage.~~ Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of ~~\$25~~fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability),)~~ shall specifically be approved by the ~~County Executive Office (CEO)/Office of COUNTY's Risk Management Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:~~

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

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

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

~~12.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.



~~12.5~~13.5 Qualified Insurer

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

~~12.6~~13.6 If the ~~insurer is a non-admitted~~ insurance carrier ~~in the State of California~~ and does not ~~meet or exceed~~ have an A.M. Best ~~rating~~ 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~~ 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.~~

~~12.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

~~12.8~~13.8 Required Coverage Forms

~~12.8.1~~13.8.1 Commercial General Liability coverage shall be written on

1 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage  
2 at least as broad.

3 ~~12.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA  
4 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

5 ~~12.9~~13.9 Required Endorsements

6 ~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following  
7 endorsements, which shall accompany the Certificate of Insurance:

8 ~~12.9.1.1~~13.9.1.1 An Additional Insured endorsement using ISO form  
9 CG ~~2010 or CG 2033~~20 26 04 13 or a form at least as broad naming the County of Orange, its  
10 elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds or  
11 provide blanket coverage which will state AS REQUIRED BY WRITTEN CONTRACT.

12 ~~12.9.1.2~~13.9.1.2 A primary non-contributing endorsement using ISO  
13 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is  
14 primary and any insurance or self-insurance maintained by the County of Orange shall be excess  
15 and non-contributing.

16 13.9.2 The Network Security and Privacy Liability policy shall contain the  
17 following endorsements which shall accompany the Certificate of Insurance.

18 13.9.2.1 An Additional Insured endorsement naming the County of  
19 Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds  
20 for its vicarious liability.

21 13.9.2.2 A primary and non-contributing endorsement evidencing  
22 that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained  
23 by the County of Orange shall be excess and non-contributing.

24 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
25 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
26 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
27 AS REQUIRED BY WRITTEN CONTRACT.

28 ~~12.10~~13.11 All insurance policies required by this Agreement shall waive all rights of

1 subrogation against the County of Orange ~~and members of the Board of Supervisors~~, its elected  
2 and appointed officials, officers, agents and employees when acting within the scope of their  
3 appointment or employment.

4 ~~12.11 The Workers' Compensation policy shall contain a waiver of subrogation~~  
5 ~~endorsement waiving all rights of subrogation against the County of Orange, and members of the~~  
6 ~~Board of Supervisors, its elected and appointed officials, officers, agents and employees.~~

7 ~~12.12~~13.12 All insurance policies required by this Agreement shall give the County of  
8 Orange CONTRACTOR shall notify COUNTY in writing within thirty (30) ~~days' notice in the~~  
9 ~~event~~days of any policy cancellation and ten (10) days for non-payment of premium. ~~This shall~~  
10 ~~be evidenced by policy provisions and provide a copy of the cancellation notice to COUNTY.~~  
11 Failure to provide written notice of cancellation may constitute a material breach of the contract,  
12 upon which the COUNTY may suspend or ~~an endorsement separate from the Certificate of~~  
13 ~~Insurance~~terminate this Agreement.

14 ~~12.13~~13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a  
15 "claims made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy  
16 Liability coverage for two (2) years following completion of this Agreement.

17 ~~12.14~~13.14 The Commercial General Liability policy shall contain a severability of  
18 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001  
19 policy).

20 ~~12.15~~13.15 Insurance certificates should be mailed to COUNTY at the address  
21 indicated in Paragraph 10 of this Agreement.

22 ~~12.16~~13.16 If CONTRACTOR fails to provide the insurance certificates and  
23 endorsements within seven (7) days of notification by CEO/County Procurement Office or  
24 ADMINISTRATOR, award may be made to the next qualified proponent.

25 ~~12.17~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase  
26 or decrease insurance of any of the above insurance types throughout the term of this Agreement.  
27 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
28 appropriate to adequately protect COUNTY.

1           ~~12.18~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
 2 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of  
 3 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of  
 4 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,  
 5 and COUNTY shall be entitled to all legal remedies.

6           ~~12.19~~13.19 The procuring of such required policy or policies of insurance shall not be  
 7 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification  
 8 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage  
 9 and limits available from the insurer.

10 ~~13.14.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

13           14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
 14 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
 15 under this Agreement. While CONTRACTOR is required to provide this information without  
 16 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
 17 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

18           ~~13.1~~14.2 Any accident or incident relating to services performed under this  
 19 Agreement that involves injury or property damage which may result in the filing of a claim or  
 20 lawsuit against CONTRACTOR and/or COUNTY.

21           ~~13.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from  
 22 or relating to services performed by CONTRACTOR under this Agreement.

23           ~~13.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY  
 24 property.

25           ~~13.4~~14.5 Any loss, disappearance, destruction, misuse or theft of any kind  
 26 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the  
 27 term of this Agreement.

28           ~~13.5~~14.6 Any Notice of Contract Breach, or equivalent, received from any entity for

whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

#### 14.15. CONFLICT OF INTEREST

~~14.15.1~~ CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ~~the best~~COUNTY interests ~~of COUNTY.~~  
~~This.~~ In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, ~~relatives, and~~ subcontractors, ~~and third parties~~ associated with ~~accomplishing~~ the ~~work hereunder.~~ provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to prevent~~ rules and procedures preventing its employees, agents, and subcontractors from ~~making, receiving,~~ providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence ~~individuals to act contrary to~~ COUNTY staff or elected officers in the ~~best interests~~ performance of ~~COUNTY~~ their duties.

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

#### 15.16. ANTI-PROSELYTISM PROVISION

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

#### 16.17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source

1 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,  
2 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
3 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
4 approval of ADMINISTRATOR.

5 ~~17.18.~~ 18. EQUIPMENT

6 ~~17.1~~18.1 All items purchased with funds provided under this Agreement, or which  
7 are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five  
8 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all  
9 Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of  
10 Capital Equipment is limited to the performance of this Agreement. Upon the termination of this  
11 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
12 COUNTY or its representatives, or dispose of them in accordance with the directions of  
13 ADMINISTRATOR.

14 CONTRACTOR further agrees to the following:

15 ~~17.1.1~~18.1.1 To maintain all items of Capital Equipment in good working order  
16 and condition, normal wear and tear excepted.

17 ~~17.1.2~~18.1.2 To label all items of Capital Equipment, do periodic inventories as  
18 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the  
19 Capital Equipment is being used, in accordance with procedures developed by  
20 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days  
21 of any request therefore.

22 ~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after  
23 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law  
24 enforcement agency must be contacted and a copy of the police report submitted to  
25 ADMINISTRATOR.

26 ~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or  
27 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the  
28 full replacement value thereof, providing protection against the classification of fire, extended

1 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
2 parties' interests as they appear.

3 ~~17.2~~18.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
4 requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall  
5 fulfill the provisions of this Agreement which are appropriate and directly related to  
6 CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse  
7 reimbursement for any costs resulting from Capital Equipment purchased which are incurred by  
8 CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

9 ~~17.3~~18.3 Personal Computer Equipment

10 No personal computers and/or personal electronic devices, such as tablets and  
11 laptop computers, or any component thereof ~~may be purchased with funds provided under this~~  
12 ~~Agreement regardless of purchase price, without prior written approval of ADMINISTRATOR.~~  
13 ~~Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,~~  
14 ~~be subject to the same inventory control conditions specified in Subparagraphs 17.1.1 to 17.1.4~~  
15 ~~and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon~~  
16 ~~termination of,~~ may be purchased with funds provided under this Agreement.

17 ~~18.~~19. BREACH SANCTIONS

18 ~~18.1~~19.1 Failure by CONTRACTOR to comply with any of the provisions,  
19 covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such  
20 event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
21 available at law, in equity, or otherwise specified in this Agreement:

22 ~~18.1.1~~19.1.1 Afford CONTRACTOR a time period within which to cure the  
23 breach, which period shall be established by ADMINISTRATOR; and/or

24 ~~18.1.2~~19.1.2 Discontinue reimbursement to CONTRACTOR for and during the  
25 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later  
26 recovery; and/or

27 ~~18.1.3~~19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid  
28 by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

1           ~~18.2~~19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
2 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

3           20. DESIGNATED LEAD AGENCY

4           20.1 Both OneOC and CHIOC agree that OneOC shall serve as the designated lead agent  
5 on behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf of the  
6 Contractor Partner Agency for services delivered by each of them pursuant to this Agreement. As  
7 designated lead agent, OneOC, shall receive the claims from CHIOC on a monthly basis and shall  
8 submit these claims, along with its own monthly claim, pursuant to Subparagraph 1.1.1.1 herein.  
9 Claims submitted to COUNTY by the designated lead agent shall clearly identify the services that  
10 were performed by CHIOC. Any and all payments to be made by COUNTY pursuant to this  
11 Agreement shall be made payable to the designated lead agent. The designated lead agent shall  
12 thereafter disburse payment as appropriate to the CHIOC. CHIOC agrees that COUNTY's  
13 disbursement of payment to the designated lead agent shall satisfy COUNTY's payment obligation  
14 under this Agreement.

15           20.2 As the designated lead agent, OneOC shall also be responsible for, at a minimum,  
16 facilitating CONTRACTOR meetings, collecting documentation for invoices and outcome  
17 measurements from CHIOC, that include but are not limited to the following:

18                   20.2.1 Collecting and maintaining complete documentation for invoices.

19                   20.2.2 Maintaining complete and accurate records of all financial and outcome  
20 measurement data.

21                   20.2.3 Overseeing the collection, maintenance, and management of required data  
22 including outcome measurements.

23                   20.2.4 Facilitating collaborative activities, services, and programs to ensure  
24 effective service delivery.

25                   20.2.5 Ensuring required documentation (e.g., insurance certificates, copies of  
26 resumes/applications, independent audits) is current.

27                   20.2.6 Collecting information and generating a monthly outreach activity calendar.

28           ~~19.~~21. PAYMENTS



19.121.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,145,027, ~~2,000,000~~ or actual allowable costs, whichever is less. The amount for each period is as follows:

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

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

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

19.221.2 Allowable Costs ~~and Usage:~~

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 ~~OMB Circular A-122~~ Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June ~~2015~~ 2019, June 2020, and June ~~2016~~ 2021, during the month of such anticipated expenditure.

~~19.2.1 In addition to actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, COUNTY shall pay CONTRACTOR the following fees:~~

~~19.2.1.1 One (1) Application Fee of \$58 shall be paid for each approved Medi-Cal application submitted through the Electronic Application System for a newly eligible individual/family who was not otherwise enrolled in Medi-Cal in the twelve (12) months prior to said application. Only one (1) Application Fee shall be paid for each approved application.~~

~~19.2.1.2 As to those individuals/families for whom CONTRACTOR has submitted an approved Medi-Cal application per Subparagraph 19.2.2.1 above, one (1) Retention Fee of \$25 shall be paid for each Annual Redetermination that~~

~~CONTRACTOR subsequently assists the individual/family in completing pursuant to Subparagraph 4.4.2 of Exhibit A to this Agreement. One (1) Retention Fee shall be paid per approved application on an annual basis for each Annual Redetermination completed throughout the term of this Agreement.~~

~~19.2.2 At no time shall individuals/families be charged or required to pay any amount for services provided under this Agreement.~~

~~19.2.3 No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to provide the services at the costs and fees listed above, regardless of the number of applications submitted by CONTRACTOR.~~

### ~~19.3.2~~19.3.1 Claims

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

~~19.3.2~~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 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 26 of this Agreement.

1 ~~19.3.3~~21.3.3 Payments should be released by COUNTY within a reasonable time  
 2 period of approximately thirty (30) days after receipt of a correctly completed claim form and  
 3 required supporting documentation.

4 ~~19.3.4~~21.3.4 Year-End and Final Claims

5 ~~19.3.4.1~~21.3.4.1 During CONTRACTOR shall submit a final claim  
 6 for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement,  
 7 ~~COUNTY may establish two (2) billing periods (June 1<sup>st</sup> through June 15<sup>th</sup> and June 16<sup>th</sup> through~~  
 8 ~~June 30<sup>th</sup>) for the month of June which shall require CONTRACTOR submit separate invoice~~  
 9 ~~claims for Application Fees each billing period. In the event COUNTY determines a need for two~~  
 10 ~~(2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written~~  
 11 ~~notification to CONTRACTOR by the 15<sup>th</sup> of May of each corresponding fiscal year, which will~~  
 12 ~~inform CONTRACTOR of applicable invoice claim deadlines. Final claims for the term of~~  
 13 ~~November 1, 2014 through June 30, 2015, must be received as stated in Paragraph 1, by~~ no later  
 14 than August 30, 2015 at 5:00 p.m. ~~Final claims for the term of July 1, 2015 through June 30, 2016,~~  
 15 ~~must be received no later than August 30, 2016 at 5:00 p.m.~~30<sup>th</sup> of each corresponding COUNTY  
 16 fiscal year. Claims received after ~~the dates specified in Subparagraphs 19.3.4.2 and~~  
 17 ~~19.3.4.3~~August 30<sup>th</sup> of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's  
 18 sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final  
 19 claim per each COUNTY fiscal ~~period~~year must be received, upon written notice to  
 20 CONTRACTOR.

21 ~~19.3.4.2~~21.3.4.2 The basis for final settlement shall be the actual  
 22 allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122~~ CFR, Part 200, incurred  
 23 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum  
 24 obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset  
 25 the amount of the overpayment against the final payment. In the event overpayment exceeds the  
 26 final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days  
 27 of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY  
 28 in the event an overpayment has been made.

~~19.3.5 Seventy Five Percent Expenditure Notification:~~

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

~~20.22.~~ OVERPAYMENTS

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

~~21.23.~~ OUTSTANDING DEBT

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

~~22.24.~~ 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

1 ADMINISTRATOR may mutually agree ~~in writing~~ to modify the date upon which the final report  
2 must be submitted. Any agreement must be in writing.

3 ~~23.25.~~ INDEPENDENT AUDIT

4 ~~23.125.1~~ CONTRACTOR shall employ a licensed certified public accountant who  
5 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
6 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well  
7 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
8 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to  
9 the ~~OMB Circular A-133, Audits~~ aforementioned regulations for any year covered during the term  
10 of ~~States, Local Governments and Non-Profit Organizations~~ this Agreement, CONTRACTOR  
11 shall provide ADMINISTRATOR an Independent Auditor’s Report of CONTRACTOR’s  
12 financial statements. The audit must be performed in accordance with generally accepted  
13 government auditing standards ~~and OMB Circular A-122.~~ CONTRACTOR shall cooperate with  
14 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)  
15 months after issuance of all audit reports with regard to audit exceptions.

16 ~~23.225.2~~ It is mutually understood that CONTRACTOR’s yearly fiscal cycle covers  
17 ~~January~~ July 1 through ~~December 31.~~ June 30. CONTRACTOR shall provide ADMINISTRATOR  
18 copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this  
19 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of  
20 CONTRACTOR’s receipt. Failure of CONTRACTOR to comply with this Paragraph shall be  
21 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement  
22 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.  
23 ADMINISTRATOR may modify CONTRACTOR’s audit submission deadline upon notice to  
24 CONTRACTOR.

25 ~~24.26.~~ RECORDS, INSPECTIONS, AND AUDITS

26 ~~24.126.1~~ Financial Records

27 ~~24.1.126.1.1~~ CONTRACTOR shall prepare and maintain accurate and complete  
28 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five

1 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
2 State, and federal audits are completed, whichever is later.

3 ~~24.1.2~~26.1.2 CONTRACTOR shall establish and maintain reasonable  
4 accounting, internal control, and financial reporting standards in conformity with generally  
5 accepted accounting principles established by the American Institute of Certified Public  
6 Accountants and to the satisfaction of ADMINISTRATOR.

7 ~~24.2.2~~26.2 Client Records

8 ~~24.2.1~~26.2.1 CONTRACTOR shall prepare and maintain accurate and complete  
9 records of clients served and dates and type of services provided under the terms of this Agreement  
10 in a form acceptable to ADMINISTRATOR.

11 ~~24.2.2~~26.2.2 ~~All client records related to services~~CONTRACTOR shall keep all  
12 COUNTY data provided ~~under to~~ CONTRACTOR during the term(s) of this Agreement ~~shall be~~  
13 ~~retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment under  
14 this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever  
15 is later. These records shall be stored in Orange County, unless CONTRACTOR requests and  
16 COUNTY provides written approval for the right to store the records in another county.

17 Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR  
18 shall relinquish control with respect to ~~client records~~COUNTY data to COUNTY in accordance  
19 with Subparagraph 43.2.

20 ~~24.2.3~~26.2.3 COUNTY may refuse payment for a claim if client records are  
21 determined by COUNTY to be incomplete or inaccurate. In the event client records are determined  
22 to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment  
23 as an overpayment within the provisions of this Agreement.

24 ~~24.3~~26.3 Public Records

25 ~~With To~~ the ~~exception of client records or other records referenced in Paragraph 30,~~  
26 ~~entitled Confidentiality~~extent permissible under the law, all records, including, but not limited to,  
27 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may  
28 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

1                    ~~24.4~~26.4        Inspections and Audits

2                    ~~24.4.1~~26.4.1 The U.S. Department of Health and Human Services, Comptroller  
3 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,  
4 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized  
5 representatives, shall have access to any books, documents, papers, and records, including medical  
6 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement  
7 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right  
8 at all reasonable times to inspect or otherwise evaluate the work performed or being performed  
9 under this Agreement and the premises in which it is being performed.

10                   ~~24.4.2~~26.4.2 CONTRACTOR shall make its books and records available within  
11 the borders of Orange County within ten (10) days ~~after~~of receipt of written demand by  
12 ADMINISTRATOR.

13                   ~~24.4.3~~26.4.3 In the event CONTRACTOR does not make available its books and  
14 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
15 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
16 obtain CONTRACTOR's books and ~~financial~~ records.

17                   ~~24.4.4~~26.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
18 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any  
19 disallowances or other audit exceptions to the extent that such liability is attributable to  
20 CONTRACTOR's failure to perform under this Agreement.

21                   ~~24.5~~26.5        Evaluation Studies

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

25                   27.        PERSONNEL DISCLOSURE

26                   ~~24.6~~27.1        This Paragraph 27 applies to all of CONTRACTOR's personnel providing  
27 services through this Agreement, paid and unpaid, including those identified in Paragraph 14 of  
28 Exhibit A (hereinafter referred to as "Personnel").

1            ~~24.7.2~~ 24.7.2 CONTRACTOR shall make available to ADMINISTRATOR a current list  
 2 of all ~~P~~personnel providing services hereunder, including résumés and job applications. Changes  
 3 to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a  
 4 résumé and/or job application. The list shall include:

5            ~~24.7.1~~ 24.7.2.1 Names and dates of birth of all ~~all full or part-time personnel by title,~~  
 6 ~~including volunteer personnel~~ Personnel by title, whose direct services are required to provide the  
 7 programs described herein;

8            ~~24.7.2~~ 24.7.2.2 A brief description of the functions of each position and the hours  
 9 each person works each week~~s~~; or for part-time ~~P~~personnel, each day or month, as appropriate;

10           ~~24.7.3~~ 24.7.2.3 The professional degree, if applicable, and experience required for  
 11 each position; and

12           ~~24.7.4~~ 24.7.2.4 The language skill, if applicable, for all ~~P~~personnel.

13           ~~24.8~~ 24.7.3 ~~CONTRACTOR's employment applications~~ Where authorized by law, and  
 14 in a manner consistent with California Government Code §12952, CONTRACTOR shall require  
 15 ~~applicants~~ prospective Personnel to provide detailed information regarding the conviction of a  
 16 crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed in~~  
 17 ~~the employment application~~ discovered subsequent to the hiring or promotion of any ~~applicant~~  
 18 prospective Personnel shall be cause for termination ~~of that employee~~ from the performance of  
 19 services under this Agreement.

20           ~~24.9~~ 24.7.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
 21 COUNTY, ~~eriminal record background checks~~ a clearance on the following public websites of the  
 22 names and dates of birth for all employees and/or volunteers ~~all Personnel~~ who will ~~provide~~  
 23 ~~services under~~ have direct, interactive contact with clients served through this Agreement.  
 24 ~~Candidates will satisfy background checks consistent with and comparable to those required for~~  
 25 ~~COUNTY employees:~~ U.S. Department of Justice National Sex Offender Website  
 26 (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

27           27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
 28 a criminal record background check on all Personnel who will have direct, interactive contact with



1 clients served through this Agreement. Background checks conducted through the California  
2 Department of Justice shall include a check of the California Central Child Abuse Index, when  
3 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
4 performance of services under this Agreement.

5 27.6 CONTRACTOR shall ensure that clearances and background checks described in  
6 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing  
7 services under this Agreement.

8 27.7 In the event a record is revealed through the processes described in Subparagraphs  
9 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
10 Personnel providing services through this Agreement.

11 ~~24.10~~27.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~ Personnel  
12 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work  
13 records and/or reference checks indicating their ability to perform the required duties and accept  
14 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain  
15 records of background investigations and reference checks undertaken and coordinated by  
16 CONTRACTOR for ~~each employee and/or volunteer~~ Personnel assigned to provide services under  
17 this Agreement, for a minimum of five (5) years from the date of final payment under this  
18 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is  
19 later, in compliance with all applicable laws.

20 ~~24.11~~27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
21 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid~~  
22 ~~employee and/or volunteer staff~~ Personnel performing services under this Agreement, when such  
23 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether  
24 such ~~employee and/or volunteer~~ Personnel may continue to provide services under this Agreement  
25 and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's  
26 failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this  
27 Agreement, pursuant to Paragraph 19 above.

28 ~~24.12~~27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's

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

3 ~~24.13~~ 27.11 COUNTY shall have the right to require CONTRACTOR to remove any  
4 ~~employee- Persnnel~~ from the performance of services under this Agreement. At the request of  
5 COUNTY, CONTRACTOR shall immediately replace said ~~p~~ Personnel.

6 ~~24.14~~ 27.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~ Personnel  
7 is terminated for cause from working on this Agreement.

8 ~~24.15~~ 27.13 Disqualification, if any, of CONTRACTOR ~~staff~~ Personnel, pursuant to  
9 Paragraph 27, shall not relieve CONTRACTOR of its obligation to complete all work in  
10 accordance with the terms and conditions of this Agreement.

11 ~~25-28.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

26 ~~26-29.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

27 29.1 ~~In order to comply~~ CONTRACTOR certifies it is in full compliance with ~~child~~  
28 ~~support enforcement~~ all applicable federal and State reporting requirements ~~of 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.

~~26.1.29.2~~ 26.1.29.2 In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of the award of this Agreement:

~~26.1.129.2.1~~ 26.1.29.2.1 ~~in the case of an individual contractor, his~~ His/her name, date of birth, Social Security number, and residence address; or

~~26.1.229.2.2~~ 26.1.29.2.2 ~~in~~ 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.

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

~~(b) — 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.~~

~~26.2 — 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 Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~26.329.3~~ 26.329.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

~~27.30.~~ 27.30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

12 28.31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
 13 LAW

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

18 29.32. CONFIDENTIALITY

19 29.132.1 CONTRACTOR agrees to maintain the confidentiality of its records  
 20 pursuant to WIC Sections ~~827 and~~ 10850-10853, the CDSS MPP, Division 19-000, and all other  
 21 provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality,  
 22 as each may now exist or be hereafter amended.

23 29.232.2 All records and information concerning any and all persons ~~provided~~  
 24 ~~services under this Agreement~~referred to CONTRACTOR by COUNTY or COUNTY's designee  
 25 shall be considered and kept confidential by CONTRACTOR, ~~and~~ and CONTRACTOR's  
 26 ~~staff~~employees, agents, ~~employees~~subcontractors, and ~~volunteers~~all other individuals performing  
 27 services under this Agreement. CONTRACTOR shall require all of its employees, agents,  
 28 subcontractors, and ~~volunteer staff who may provide~~all other individuals performing services ~~for~~

1 ~~CONTRACTOR~~ under this Agreement to sign an agreement with CONTRACTOR before  
 2 commencing the provision of any such services, agreeing to maintain ~~the confidentiality of any~~  
 3 ~~and all materials and information with which they may come into contact, or the identities or any~~  
 4 ~~identifying characteristics or information with respect to any and all participants provided services~~  
 5 ~~under pursuant to State and federal law and the terms of~~ this Agreement, ~~except as may be required~~  
 6 ~~to provide services under this Agreement or to those specified in this Agreement as having the~~  
 7 ~~capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR~~  
 8 ~~shall comply with any audits specified in Paragraph 24, provide reports and any other information~~  
 9 ~~required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.~~

10 29.332.3 CONTRACTOR shall inform all of its employees, agents, subcontractors,  
 11 ~~volunteers and partners~~ and all other individuals performing services under this Agreement of this  
 12 provision and that any person ~~knowingly and intentionally~~ violating the provisions of said State  
 13 California state law may be guilty of a crime.

14 29.432.4 CONTRACTOR agrees that any and all subcontracts entered into shall be  
 15 subject to the confidentiality requirements of this Agreement.

### 16 33. SECURITY

#### 17 33.1 Security Requirements

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

26 33.1.1.1 Storage of confidential paper files that ensures records are  
 27 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

28 33.1.1.2 Control of access to physical and electronic records to ensure

1 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
2 services.

3 33.1.1.3 Control to prevent unauthorized access and to prevent  
4 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

5 33.1.1.4 Firewall protection.

6 33.1.1.5 Use of encryption methods of electronic COUNTY data  
7 while in transit from CONTRACTOR networks to external networks, when applicable.

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

14 33.2 Security Breach Notification

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

22 33.2.1.1 Investigate to determine the nature and extent of the Security  
23 Breach.

24 33.2.1.2 Contain the incident by taking necessary action, including,  
25 but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
26 security.

27 33.2.1.3 Report to COUNTY the nature of the Security Breach, the  
28 COUNTY data used or disclosed, the person who made the unauthorized use or received the

unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

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

#### 30-34. COPYRIGHT ACCESS

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

#### 31-35. WAIVER

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

#### 32-36. PETTY CASH

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

#### 33-37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

37.1 Information COUNTY owns all rights to the name, logos, and ~~solicitations~~,

1 ~~prepared~~ symbols of COUNTY. The use and ~~released by~~ /or reproduction of COUNTY's name,  
 2 ~~logos, or symbols for any purpose, including commercial advertisement, promotional purposes,~~  
 3 ~~announcements, displays, or press releases, without COUNTY's prior written consent is expressly~~  
 4 ~~prohibited.~~

5 37.2 ~~CONTRACTOR, concerning the services provided under~~ may develop and publish  
 6 information related to this Agreement shall state where all of the following conditions are satisfied:

7 37.2.1 ADMINISTRATOR provides its written approval of the content and  
 8 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
 9 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

10 ~~33.1.1~~ 37.2.2 Unless directed otherwise by ADMINISTRATOR, the information  
 11 includes a statement that the program, wholly or in part, is funded through ~~COUNTY~~ County, State,  
 12 and Federal ~~government~~ Government funds.;

13 ~~33.2~~ ~~CONTRACTOR shall not disclose any details in connection with this Agreement~~  
 14 ~~to any person or entity except as may be otherwise provided hereunder or required by law.~~  
 15 ~~However, in recognizing CONTRACTOR's need to identify its services and related clients to~~  
 16 ~~sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this~~  
 17 ~~Agreement within the following conditions:~~

18 ~~33.2.1~~ ~~CONTRACTOR shall develop all publicity material in a professional~~  
 19 ~~manner; and~~

20 ~~33.2.2~~ ~~During the term of this Agreement, CONTRACTOR shall not, and shall~~  
 21 ~~not authorize another to, publish or disseminate any commercial~~  
 22 ~~advertisements, press releases, feature articles, or other materials using~~  
 23 ~~the name of COUNTY without the prior written consent of COUNTY.~~  
 24 ~~COUNTY shall not unreasonably withhold written consent.~~

25 ~~34.~~ COUNTY RESPONSIBILITIES

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

28 37.2.3 The information does not give the appearance that the COUNTY, its



officers, employees, or agencies endorse:

37.2.3.1 Any commercial product or service; and

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

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

### 35.38. REPORTS

~~35.138.1~~ 35.238.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~35.238.2~~ 35.238.2 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.

### 36.39. ENERGY EFFICIENCY STANDARDS

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

### 37.40. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act [Title 42 USC Section ~~1857(h)~~], ~~Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC Section ~~1368~~), 1251 et seq., Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter

1 amended. Under these laws and regulations, CONTRACTOR assures that:

2 ~~37.140.1~~ 37.240.1 No facility to be utilized in the performance of the proposed grant has been  
3 listed on the EPA List of Violating Facilities;

4 ~~37.240.2~~ 37.240.2 It will notify COUNTY prior to award of the receipt of any communication  
5 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized  
6 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

7 ~~37.340.3~~ 37.340.3 It will notify COUNTY and EPA about any known violation of the above  
8 laws and regulations.

9 38.41. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
10 CERTAIN FEDERAL TRANSACTIONS

11 ~~38.141.1~~ 38.141.1 CONTRACTOR shall be in compliance with Section 319 of Public Law  
12 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions  
13 set down by the Office of Management and Budget (OMB) and published in the Federal Register  
14 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
15 regulations, it is mutually understood that any contract which utilizes federal monies in excess of  
16 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided  
17 by ADMINISTRATOR that cites the following:

18 ~~38.1.141.1.1 A.~~ 38.1.141.1.1 A.—The definitions and prohibitions contained in the clause at  
19 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
20 Transactions, included in this solicitation, are hereby incorporated by reference in ~~Paragraph~~  
21 ~~(B)~~ Subparagraph B of this certification.

22 ~~38.1.241.1.2 B.~~ 38.1.241.1.2 B.—The offeror, by signing its offer, hereby certifies to the best  
23 of his or her knowledge and belief as of December 23, 1989, that

24 ~~38.1.2.141.1.2.1~~ 38.1.2.141.1.2.1 No federal appropriated funds have been paid or will  
25 be paid to any person for influencing or attempting to influence an officer or employee of any  
26 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member  
27 of Congress on his or her behalf in connection with the awarding of any federal contract, the  
28 making of any federal grant, the making of any federal loan, the entering into of any cooperative

1 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
2 contract, grant, loan or cooperative agreement;

3 ~~38.1.2.2~~41.1.2.2 If any funds other than federal appropriated funds  
4 (including profit or fee received under a covered federal transaction) have been paid, or will be  
5 paid, to any person for influencing or attempting to influence an officer or employee of any agency,  
6 a Member of Congress, an officer or employee of Congress, or an employee of a Member of  
7 Congress on his or her behalf in connection with this solicitation, the offeror shall complete and  
8 submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the  
9 Contracting Officer; and

10 ~~38.1.2.3~~41.1.2.3 He or she will include the language of this  
11 certification in all subcontract awards at any tier and require that all recipients of subcontract  
12 awards in excess of \$100,000 shall certify and disclose accordingly.

13 ~~38.1.3~~41.1.3 Submission of this certification and disclosure is a prerequisite for  
14 making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who  
15 makes an expenditure prohibited under this provision or who fails to file or amend the disclosure  
16 form to be filed or amended by this provision, shall be subject to a civil penalty of not less than  
17 \$10,000, and not more than \$100,000, for each such failure.

#### 18 ~~39.42.~~ POLITICAL ACTIVITY

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

#### 22 ~~40.43.~~ TERMINATION PROVISIONS

23 ~~40.143.1~~ ADMINISTRATOR may terminate this Agreement without penalty,  
24 immediately with cause or after thirty (30) days written notice without cause, unless otherwise  
25 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not  
26 defined as limited, to any breach of contract, any partial misrepresentation ~~or whether negligent or~~  
27 willful, fraud on the part of CONTRACTOR ~~-,~~ discontinuance of the services for reasons within  
28 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY

1 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of  
2 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise  
3 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all  
4 further obligations under this Agreement.

5 ~~40.243.2~~ 43.2 ~~Upon termination, or notice thereof,~~ For ninety (90) calendar days prior to  
6 the expiration date of this Agreement, or upon notice of termination of this Agreement (“Transition  
7 Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of  
8 service responsibilities, ~~active case records, and pertinent documents.~~ case records, and pertinent  
9 documents. The Transition Period may be modified as agreed upon in writing by the parties.  
10 During the Transition Period, service and data access shall continue to be made available to  
11 COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
12 transitioning all data in the format determined by COUNTY.

13 43.3 In the event of termination of this Agreement, cessation of business by  
14 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
15 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
16 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
17 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
18 Agreement.

19 ~~40.343.4~~ 43.4 The obligations of COUNTY under this Agreement are contingent upon the  
20 availability of federal and/or State funds, as applicable, for the reimbursement of  
21 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the  
22 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
23 remains in effect or operation. In the event that such funding is terminated or reduced,  
24 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum  
25 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR  
26 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with  
27 written notification of such determination. ~~–~~CONTRACTOR shall immediately comply with  
28 ADMINISTRATOR’s decision.

1 ~~40.443.5~~ If any term, covenant, condition, or provision of this Agreement or the  
2 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this  
3 Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or  
4 invalidated thereby.

5 ~~41.44.~~ GOVERNING LAW AND VENUE

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

13 ~~42.45.~~ SIGNATURE IN COUNTERPARTS

14 ~~42.445.1~~ The parties agree that separate copies of this Agreement may be signed by  
15 each of the parties, and this Agreement will have the same force and effect as if the original had  
16 been signed by all the parties.

17 45.2 CONTRACTOR represents and warrants that the person executing this Agreement  
18 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
19 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
20 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
TIMOTHY STRAUCH CHAIRWOMANMAN  
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
ONEOC COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_  
GEORGINA MALDONADO  
EXECUTIVE DIRECTOR  
COMMUNITY HEALTH INITIATIVE  
OF ORANGE COUNTY

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  
AND

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

1. POPULATION TO BE SERVED

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

2. DEFINITIONS

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

~~2.2 Annual Redetermination: A full eligibility review that is conducted at least once every twelve (12) months.~~

~~2.3~~ 2.2 Certified Application Assistor (CAA): An individual who is certified and trained to assist individuals/families with the application process for publicly funded health and human services programs.

~~2.4~~ 2.3 Certified Enrollment Counselor (CEC): An individual trained to provide in-person

1 counseling and assistance to consumers who need help applying or retaining coverage for Medi-  
2 Cal and Covered California programs. Covered California is the health insurance marketplace in  
3 California implemented in accordance with ACA.

4 2.5.2.4 Community Based Organization (CBO): A public or private nonprofit organization  
5 that is representative of a community or a significant segment of a community, and is engaged in  
6 meeting human, educational, environmental, or public safety community needs.

7 2.5 Coalition of Orange County Community Health Centers: A consortium of safety  
8 net providers and key partners creating quality healthcare for vulnerable, underserved  
9 communities. Members are health centers that serve low income Orange County residents.

10 2.6 Electronic Application System: A Web-based system, including, but not limited to,  
11 One-e-App or Benefits CalWIN, that allows CAAs/CECs/HAAs to assist individuals/families in  
12 applying online for a range of publicly funded health and human services programs.  
13 ADMINISTRATOR will inform CONTRACTOR which ~~Electronic Application System~~electronic  
14 application system shall be utilized ~~throughout this Agreement~~.

15 2.7 Family Resource Center (FRC): A family-friendly, community-based site that  
16 provides access to comprehensive preventative and treatment oriented social, educational, and  
17 health services for all families.

18 2.8 Health Access Assistors (HAA): An individual trained to provide in-person  
19 counseling and assistance to consumers who need help applying or retaining coverage for Medi-  
20 Cal and Covered California programs. In addition, HAAs are responsible for generating leads to  
21 meet projected enrollment and care coordination goals.

22 2.9 Outreach Event: Any occasion and/or presentation where awareness, training  
23 and/or education is provided, including enrollment activities and distribution of literature to a  
24 group of individuals where the topic of focus is Medi-Cal eligibility, enrollment, access, and/or  
25 retention of benefits.

### 26 3. WORKLOAD STANDARDS

27 CONTRACTOR shall:

28 3.1 Submit a sufficient number of applications from April 1, 2019 through June 30,



1 2019, so that five hundred (500) Medi-Cal applications are approved.

2 3.2 Submit a sufficient number of applications from July 1, 2019 through June 30,  
3 2021, so that two thousand (2,000) Medi-Cal applications are approved, annually.

4 3.3 Screen Orange eCounty jail inmates and assist in completion of applications to  
5 ensure that a minimum of ~~ninety percent (90%)~~ eighty-five percent (85%) of applications  
6 submitted result in approved benefits.

7 3.4 Facilitate and attend, in conjunction with CBOs, a minimum of one hundred  
8 twenty-five (125) outreach events from April 1, 2019 through June 30, 2019.

9 3.5 Facilitate and attend, in conjunction with CBOs, a minimum of five hundred (500)  
10 outreach events annually from July 1, 2019 through June 30, 2021.

11 4. SERVICES TO BE PROVIDED

12 ~~The provision~~ CONTRACTOR shall:

13 4.1 Establish a network of CBOs within Orange County to assist with outreach and  
14 enrollment activities.

15 ~~4.1.2 Provide~~ services ~~shall be conducted~~ in a manner that is responsive to the literacy,  
16 language, and socio-cultural ~~issues that may impact~~ needs of the individuals/families. ~~defined in~~  
17 Paragraph 1 of this Exhibit.

18 ~~Contractor shall:~~

19 ~~4.1.1 Coordinate and conduct training for CAAs/CECs on completing~~  
20 ~~applications in the Electronic Application~~  
21 ~~System; and~~

22 ~~4.1.2 Coordinate and facilitate quarterly refresher trainings.~~

23 4.3 Ensure staff dress in business attire and conduct themselves in a professional  
24 manner including, but not limited to, when interacting in public venues and with  
25 individuals/families.

26 ~~4.2.4 Outreach Services:~~

27 CONTRACTOR shall;

28 4.4.1 Develop strategies to assess areas of high uninsured rates within Orange

1 County and target outreach events in these areas.

2 4.4.2 Develop education materials for distribution at outreach events and FRCs  
3 on how to enroll in, access, and retain Medi-cal services. All materials must be approved by  
4 ADMINISTRATOR prior to distribution.

5 4.4.3 Conduct the following community-based outreach events and activities in  
6 collaboration with CBOs:

7 4.4.3.1 Identify and attend activities at FRCs and community  
8 sponsored events, including health fairs and job fairs, clinics, and events at community colleges  
9 and secondary education locations, to provide information to event attendees that is deemed  
10 appropriate by CONTRACTOR or ADMINISTRATOR.

11 4.4.3.2 Develop outreach programs, which shall include, but not be  
12 limited to, providing information to individuals/families ~~in their community's primary language~~  
13 ~~(written at on~~ Med-Cal eligibility under ACA and where to enroll. Written material provided  
14 should be at a third ~~[(3<sup>rd</sup>)]~~ grade reading level), ~~about who qualifies~~ and offered in languages that  
15 meet the community needs.

16 ~~4.2.14.4~~ 4.4.4 Submit a monthly calendar of scheduled outreach events to  
17 ADMINISTRATOR by the twentieth (20<sup>th</sup>) calendar day of each month for the upcoming month  
18 for review, ~~for Medi-Cal under ACA, how and where to enroll into Medi-Cal, and how to retain~~  
19 benefits; and

20 ~~4.2.2 Identify and attend community events, and events at community colleges~~  
21 ~~and secondary education locations to provide information to event attendees.~~

22 4.3.4.5 Enrollment Services

23 CONTRACTOR shall ~~utilize the Electronic Application System;~~

24 ~~4.3.14.5.1 Utilize an electronic application system,~~ as directed by  
25 ADMINISTRATOR, to enroll individuals/families into Medi-Cal.

26 ~~4.4 — Retention Services:~~

27 ~~CONTRACTOR shall:~~

28 ~~4.5.2 Provide informational flyers to~~ Develop a tool kit with essential forms and

1 resources to facilitate consistency in outreach and enrollment for CAAs/CECs/HAAAs.

2 4.5.3 Provide care coordination services that will include, but not be limited to:  
3 enrollment in other State and federal programs, such as CalFresh and Woman, Infant and Child  
4 (WIC); low income housing; California Alternative Rates for Energy/Family Electric Rate  
5 Assistance (CARE/FERA); and referrals to FRCs, food banks, and other community resources.

6 4.5.4 Assist individuals/families with the selection of a health care provider and  
7 information on retaining benefits.

8 4.5.5 Provide staff at events as directed by ADMINISTRATOR.

9 4.5.6 Provide follow-up services to ensure individuals/families are connected to  
10 a medical and dental provider.

11 4.5.7 Conduct group workshops to educate newly enrolled clients on how to  
12 utilize Medi-Cal benefits and navigate the healthcare system.

13 5. SERVICE AREAS

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

17 6. HOURS OF OPERATION

18 6.1 CONTRACTOR shall provide services during hours that are responsive to the  
19 needs of the target population(s), as determined by ADMINISTRATOR. At a minimum,  
20 CONTRACTOR shall provide services during business days, Monday through Friday, except  
21 COUNTY holidays as established by the Orange County Board of Supervisors. However,  
22 CONTRACTOR is encouraged to provide the contracted services on holidays whenever possible.

23 6.2 CONTRACTOR shall provide staff for events that occur in the evening hours or on  
24 Saturdays.

25 6.3 CONTRACTOR shall provide staff at specific locations for specific hours to  
26 provide outreach and enrollment services at the request of the ADMINISTRATOR.

27 6.4 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
28 which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,

1 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
2 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
3 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's  
4 holiday schedule and the hours listed in Subparagraph 6.1 of this Exhibit A. Any unauthorized  
5 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall  
6 not be reimbursed.

7 7. AGENCY REQUIREMENT

8 CONTRACTOR shall participate in ~~the be an active member of the~~ Coalition of Orange  
9 County Community Health Centers.

10 8. REPORTING REQUIREMENTS

11 CONTRACTOR shall:

12 8.1 Maintain records, collect data, and provide reports mandated by the State and  
13 federal government, and as may be required by COUNTY.

14 8.2 Submit Monthly Status reports that shall include, but not be limited to:

15 8.3 Outreach events attended, including date and location of events.

16 ~~4.4.18.3.1~~ Number of individuals/families ~~on the steps to take to retain Medi-~~  
17 Cal benefits enrolled contacted at outreach events.

18 ~~4.4.28.3.2~~ Names of individuals/families for whom applications were  
19 submitted through an electronic application system.

20 ~~4.4.38.3.3~~ Names of individuals/families for whom paper applications were  
21 submitted to ADMINISTRATOR for processing.

22 8.3.4 Date application was completed.

23 8.3.5 Names of individuals/families whose applications were approved.

24 8.3.6 Names of individuals/families whose applications were not approved.

25 9. PERFORMANCE MONITORING

26 ~~4.4.4 As to those individuals/families for whom Contractor has submitted a Medi-~~  
27 ~~Cal application pursuant to this Agreement, assist with completing the~~  
28 ~~Annual Redetermination. CONTRACTOR shall directly contact each~~

~~individual/family to obtain current/updated information required to complete the Annual Redetermination. The information required to complete the Annual Redetermination shall include, but not be limited to, the individual's/family's tax filing status, and earned and/or unearned income. CONTRACTOR shall provide the updated information to ADMINISTRATOR on a format approved by ADMINISTRATOR.~~

~~5. COMMUNITY BASED ORGANIZATIONS~~

~~5.19.1 CONTRACTOR shall network and subcontract with CBOs to maximize available resources for reaching and providing services to the Population to be Served identified~~ CONTRACTOR and ADMINISTRATOR shall meet at least semi-annually to review and evaluate:

~~5.1.19.1.1~~ Methods for ensuring the workload standards defined in Paragraph 3 of this Exhibit are at or above the level required.

~~5.2 Exhibit A.~~

~~5.3 COUNTY may require CONTRACTOR to provide staff at specific locations, for specific hours, to provide outreach, enrollment, and retention services pursuant to this Agreement. Locations may include, but shall not be limited to, Family Resource Centers, COUNTY facilities, and other local CBOs.~~

~~In the event CONTRACTOR is required to provide staff at locations pursuant to Subparagraph 5.2 above, CONTRACTOR's costs for services provided will be reimbursed in accordance with Subparagraph 9 of this Exhibit A. CONTRACTOR shall not be paid the Application Fee and/or Retention Fee identified in Subparagraph 19.2.2.1 and 19.2.2.2 of this Agreement for services provided pursuant to Subparagraph 5.2 of this Exhibit A.~~

9.1.2 Inspection of applications submitted.

9.1.3 Review of outreach event calendars.

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

9.1.5 Training materials provided to CAAs/CECs/HAs.

9.1.6 Verification of training of CAAs/CECs/HAA.

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

6.10. FACILITIES

~~6.10.1~~ 6.10.1 Administrative services under this Agreement shall be provided at:

OneOC  
1901 E. 4<sup>th</sup> St., Suite 100  
Santa Ana, CA 92705

CHIOC  
1505 E. 17<sup>th</sup> St., Suite 121  
Santa Ana, CA 92705

~~6.210.2~~ 6.210.2 CONTRACTOR and ADMINISTRATOR may ~~mutually~~ agree in writing ~~as to add, change, modify, or delete facility (ies) as necessary to best serve the needs of ADMINISTRATOR and clients,~~ facilities where services shall be provided without changing COUNTY's maximum obligation ~~as stated in Subparagraph 19.1 of this Agreement.~~

~~7.~~ REPORTS

11. MEETINGS

CONTRACTOR shall ~~maintain records, collect data,~~ coordinate and ~~provide reports mandated by Federal~~ attend quarterly meetings, or more often if needed, with partnering agencies and State governments, and as may be required by COUNTY.

~~7.1~~ 7.1 Monthly Status Report:

~~7.211.1~~ 7.211.1 ~~CONTRACTOR shall prepare and submit to ADMINISTRATOR, in a format approved by ADMINISTRATOR, monthly status reports, by the 15<sup>th</sup> of each month for the preceding month. The Monthly Status Report shall include, but not limited to:~~

~~7.2.1~~ 7.2.1 Outreach events attended;

~~7.2.1.1~~ 7.2.1.1 ~~Number of individuals/families outreached to or enrolled at outreach events.~~

~~7.2.2~~ 7.2.2 ~~Names of individuals/families for whom applications were submitted~~

1 through the Electronic Application System;

2 7.2.2.1 Date application was completed;

3 7.2.2.2 Date of submittal through the Electronic Application System;

4 7.2.2.3 Names of individuals/families whose applications were  
5 approved by ADMINISTRATOR;

6 7.2.2.4 Names of individuals/families whose applications were not  
7 approved, including the reason for denial provided by  
8 ADMINISTRATOR;

9 7.2.3 Number of individuals/families remaining enrolled a minimum of twelve  
10 (12) months; and

11 7.2.4 Names of individuals/families for whom Annual Redeterminations were  
12 completed.

13 7.3 Reporting requirements are subject to change in accordance with Department of  
14 Health Care Services (DHCS) requirements.

15 ~~8.1. PERFORMANCE MONITORING~~

16 8.11.2 ~~CONTRACTOR's performance will be monitored~~ direct service staff shall  
17 attend trainings and ~~reviewed~~ meetings, as requested by ADMINISTRATOR. ~~CONTRACTOR~~  
18 ~~must cooperate, assist, and provide ADMINISTRATOR with the information necessary for~~  
19 ~~monitoring services performed under this Agreement.~~

20 8.2 ADMINISTRATOR may use a variety of inspection methods to evaluate  
21 CONTRACTOR's performance, including, but not limited to:

22 8.2.1 Random sampling of program activities including a review of case files;

23 8.2.2 Activity checklists;

24 8.2.3 Inspection of output items on a periodic basis as deemed necessary to ensure  
25 CONTRACTOR's performance is on target with the performance  
26 outcomes specified in Paragraph 2 of this Exhibit A;

27 8.2.4 Review of complaints from individuals/families, if any;

28 8.2.5 Review of questionnaires completed by individuals/families;

~~8.2.6 Performance evaluation meetings conducted as deemed necessary by ADMINISTRATOR.~~

~~8.3 — If it is determined that services are performed unsatisfactorily during the review period, CONTRACTOR shall submit a corrective action plan to ADMINISTRATOR. CONTRACTOR must remedy the performance defects within the time period specified in the corrective action plan, as approved by ADMINISTRATOR.~~

## 9.12. BUDGET FOR MEDICAL OUTREACH AND ENROLLMENT SERVICES

~~9.12.1~~ The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

### LINE ITEMS:

	<u>Max</u>		
	<u>Hourly</u>		
	<u>Wage<sup>(2)</sup></u>	<u>FTE<sup>(1)</sup></u>	<u>Budget</u>
Program Director	40.17	0.30	43,862
Executive Assistant	32.00	0.32	26,624
Certified Enrollment Counselor	24.00	1.00	83,200
Certified Enrollment Counselor	18.50	1.00	64,133
Outreach Coordinator	18.00	0.50	31,200
Sub-Total Salaries			\$249,019
Benefits <sup>(3)</sup> (20% of salary)			49,804
Total Salaries & Benefits			\$298,822

### PROGRAM & OTHER EXPENSES

Rent	15,485	
Audit		4,000
Subtotal Program & Other Expenses		\$19,485
Indirect Cost		101,250
Application and Retention Fees <sup>(4)</sup>		930,443
Max. County Obligation		\$1,350,000

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

### LINE ITEMS:

#### SALARIES AND EMPLOYEE

#### BENEFITS:

<u>DIRECT SERVICE POSITIONS</u>	<u>Maximum Hourly Rate</u>	<u>FTEs</u>	<u>Amount</u>
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1	<u>CEC #1 - bilingual Spanish</u>	<u>20.00</u>	<u>1.00</u>	<u>\$10,400.00</u>
2	<u>CEC #2 -bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>10,010.00</u>
3	<u>CEC #3 - bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>10,010.00</u>
4	<u>Outreach Coordinator #1 bilingual Spanish</u>	<u>22.50</u>	<u>1.00</u>	<u>11,700.00</u>
5	<u>Outreach Coordinator #2 bilingual Spanish</u>	<u>20.00</u>	<u>0.50</u>	<u>5,200.00</u>
6	<u>SUBTOTAL DIRECT SERVICE POSITIONS</u>		-	<u>\$47,320.00</u>
7	<u>Employee Benefits (20.00%)</u>			<u>9,464.00</u>
8	<u>SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</u>			<u>\$56,784.00</u>
9	 <u>ADMINISTRATIVE POSITIONS</u>			
10	<u>Executive Director</u>	<u>48.07</u>	<u>0.25</u>	<u>\$6,310.00</u>
11	<u>Program Director</u>	<u>40.17</u>	<u>0.30</u>	<u>6,267.00</u>
12	<u>Office Manager</u>	<u>32.00</u>	<u>0.32</u>	<u>5,325.00</u>
13	<u>SUBTOTAL ADMINISTRATIVE SERVICE</u>			
14	<u>POSITIONS</u>		-	<u>\$17,902.00</u>
15	<u>Employee Benefits (20.00%)</u>			<u>3,569.00</u>
16	<u>SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND</u>			<u>\$21,471.00</u>
17	<u>BENEFITS</u>			
18	 <u>TOTAL SALARIES AND EMPLOYEE BENEFITS</u>			<u>\$78,255.00</u>
19	 <u>SERVICES AND SUPPLIES</u>			
20	<u>Independent Audit</u>			<u>\$778.00</u>
21	<u>Program Supplies/Equipment</u>			<u>1,112.00</u>
22	<u>Mileage</u>			<u>390.00</u>
23	<u>Marketing Material</u>			<u>250.00</u>
24	<u>TOTAL SERVICES AND SUPPLIES</u>			<u>\$2,530.00</u>
25	 <u>OPERATING EXPENSES</u>			
26	<u>Rent</u>			<u>\$2,398.00</u>
27	<u>TOTAL OPERATING EXPENSES</u>			<u>\$2,398.00</u>
28	 <u>TOTAL SERVICES AND SUPPLIES AND OPERATING</u>			
29	<u>EXPENSES</u>			<u>\$4,928.00</u>
30	 <u>INDIRECT COSTS</u>			
31	<u>Indirect Cost</u>			<u>\$8,880.90</u>
32	<u>TOTAL INDIRECT COSTS</u>			<u>\$8,880.90</u>
33	 <u>Fee Paid to CBOs</u>			<u>-</u>
34				<u>35,229.00</u>

TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019 \$127,292.90

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

LINE ITEMS

SALARIES AND EMPLOYEE

BENEFITS:

<u>DIRECT SERVICE POSITIONS</u>	<u>Maximum Hourly Rate</u>	<u>FTEs</u>	<u>Amount</u>
<u>CEC #1 - bilingual Spanish</u>	<u>20.00</u>	<u>1.00</u>	<u>\$41,600.00</u>
<u>CEC #2 - bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
<u>CEC #3 - bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
<u>Outreach Coordinator #1 - bilingual Spanish</u>	<u>22.50</u>	<u>1.00</u>	<u>46,800.00</u>
<u>Outreach Coordinator #2 - bilingual Spanish</u>	<u>20.00</u>	<u>0.50</u>	<u>20,800.00</u>
<u>SUBTOTAL DIRECT SERVICE POSITIONS</u>		<u>-</u>	<u>\$189,280.00</u>
<u>Employee Benefits (20.00%)</u>			<u>\$37,856.00</u>
<u>SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</u>			<u>\$227,136.00</u>

ADMINISTRATIVE POSITIONS

<u>Executive Director</u>	<u>48.07</u>	<u>0.25</u>	<u>\$24,966.00</u>
<u>Program Director</u>	<u>40.17</u>	<u>0.30</u>	<u>25,066.00</u>
<u>Office Manager</u>	<u>32.00</u>	<u>0.32</u>	<u>21,299.00</u>
<u>SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS</u>		<u>-</u>	<u>\$71,331.00</u>
<u>Employee Benefits (20.00%)</u>		<u>-</u>	<u>\$14,272.00</u>
<u>SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS</u>			<u>\$85,603.00</u>

<u>TOTAL SALARIES AND EMPLOYEE BENEFITS</u>		<u>-</u>	<u>\$312,739.00</u>
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SERVICES AND SUPPLIES

<u>Independent Audit</u>			<u>\$3,111.00</u>
<u>Program Supplies/Equipment</u>			<u>4,444.00</u>
<u>Mileage</u>			<u>1,560.00</u>
<u>Marketing Material</u>			<u>1,000.00</u>
<u>TOTAL SERVICES AND SUPPLIES</u>			<u>\$10,115.00</u>

OPERATING EXPENSES

<u>Rent</u>	<u>\$9,596.00</u>
<u>TOTAL OPERATING EXPENSES</u>	<u>\$9,596.00</u>
	-
<u>TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</u>	<u>\$19,711.00</u>
<u>INDIRECT COSTS</u>	
<u>Indirect Costs</u>	<u>\$35,502.38</u>
<u>TOTAL INDIRECT COSTS</u>	<u>\$35,502.38</u>
	-
<u>Fees Paid to CBOs</u>	<u>140,915.00</u>
<u>TOTAL BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020</u>	<u>\$508,867.38</u>

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

LINE ITEMS

SALARIES AND EMPLOYEE BENEFITS:

<u>DIRECT SERVICE POSITIONS</u>	<u>Maximum Hourly Rate</u>	<u>FTEs</u>	<u>Amount</u>
<u>CEC #1 - bilingual Spanish</u>	<u>20.00</u>	<u>1.00</u>	<u>\$41,600.00</u>
<u>CEC #2 - bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
<u>CEC #3 - bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
<u>Outreach Coordinator #1- bilingual Spanish</u>	<u>22.50</u>	<u>1.00</u>	<u>46,800.00</u>
<u>Outreach Coordinator #2 - bilingual Spanish</u>	<u>20.00</u>	<u>0.50</u>	<u>20,800.00</u>
<u>SUBTOTAL DIRECT SERVICE POSITIONS</u>		-	<u>\$189,280.00</u>
<u>Employee Benefits (20.00%)</u>			<u>\$37,856.00</u>
<u>SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</u>			<u>\$227,136.00</u>
<u>ADMINISTRATIVE POSITIONS</u>			
<u>Executive Director</u>	<u>48.07</u>	<u>0.25</u>	<u>\$24,966.00</u>
<u>Program Director</u>	<u>40.17</u>	<u>0.30</u>	<u>25,066.00</u>
<u>Office Manager</u>	<u>32.00</u>	<u>0.32</u>	<u>21,299.00</u>
<u>SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS</u>		-	<u>\$71,331.00</u>
<u>Employee Benefits (20.00%)</u>			<u>\$14,272.00</u>
<u>SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS</u>			<u>\$85,603.00</u>

<u>TOTAL SALARIES AND EMPLOYEE BENEFITS</u>	-	<u>\$312,739.00</u>
<u>SERVICES AND SUPPLIES</u>		
<u>Independent Audit</u>		<u>\$3,111.00</u>
<u>Program Supplies/Equipment</u>		<u>4,444.00</u>
<u>Mileage</u>		<u>1,560.00</u>
<u>Marketing Material</u>		<u>1,000.00</u>
<u>TOTAL SERVICES AND SUPPLIES</u>		<u>\$10,115.00</u>
<u>OPERATING EXPENSES</u>		
<u>Rent</u>		<u>\$9,596.00</u>
<u>TOTAL OPERATING EXPENSES</u>		<u>\$9,596.00</u>
		-
<u>TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</u>		<u>\$19,711.00</u>
<u>INDIRECT COSTS</u>		
<u>Indirect Costs</u>		<u>\$35,502.38</u>
<u>TOTAL INDIRECT COSTS</u>		<u>\$35,502.38</u>
		-
<u>Fees Paid to CBOs</u>		<u>140,915.00</u>
<u>TOTAL BUDGET FOR JULY 1, 2020 THROUGH JUNE 30, 2021</u>		<u>\$508,867.38</u>
		-
<u>TOTAL MAXIMUM OBLIGATION FOR THE PERIOD OF APRIL 1, 2019 THROUGH JUNE 30, 2021</u>		<u>\$1,145,027.66</u>

~~SALARIES AND EMPLOYEE BENEFITS:~~

<u>DIRECT SERVICE POSITIONS</u>	<u>Maximum Hourly Rate</u>	<u>FTEs</u>	<u>Amount</u>
<u>CEC #1—bilingual Spanish</u>	<u>20.00</u>	<u>1.00</u>	<u>\$10,400.00</u>
<u>CEC #2—bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>10,010.00</u>
<u>CEC #3—bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>10,010.00</u>
<u>Outreach Coordinator #1 bilingual Spanish</u>	<u>22.50</u>	<u>1.00</u>	<u>11,700.00</u>
<u>Outreach Coordinator #2 bilingual Spanish</u>	<u>20.00</u>	<u>0.50</u>	<u>5,200.00</u>
<u>—SUBTOTAL DIRECT SERVICE POSITIONS</u>		-	<u>\$47,320.00</u>
<u>Employee Benefits <sup>(20.00%)</sup></u>			<u>9,464.00</u>
<u>—SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</u>			<u>\$56,784.00</u>
<u>ADMINISTRATIVE POSITIONS</u>			
<u>Executive Director</u>	<u>48.07</u>	<u>0.25</u>	<u>\$6,310.00</u>

<u>Program Director</u>	<u>40.17</u>	<u>0.30</u>	<u>6,267.00</u>
<u>Office Manager</u>	<u>32.00</u>	<u>0.32</u>	<u>5,325.00</u>
<u>—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS</u>		-	<u>\$17,902.00</u>
<u>Employee Benefits<sup>(20.00%)</sup></u>			<u>3,569.00</u>
<u>—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS</u>			<u>\$21,471.00</u>
<u>—TOTAL SALARIES AND EMPLOYEE BENEFITS</u>			<u>\$78,255.00</u>
<u>SERVICES AND SUPPLIES</u>			
<u>Independent Audit</u>			<u>\$778.00</u>
<u>Program Supplies/Equipment</u>			<u>1,112.00</u>
<u>Mileage</u>			<u>390.00</u>
<u>Marketing Material</u>			<u>250.00</u>
<u>—TOTAL SERVICES AND SUPPLIES</u>			<u>\$2,530.00</u>
<u>OPERATING EXPENSES</u>			
<u>Rent</u>			<u>\$2,398.00</u>
<u>—TOTAL OPERATING EXPENSES</u>			<u>\$2,398.00</u>
<u>—TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</u>			<u>\$4,928.00</u>
<u>INDIRECT COSTS</u>			
<u>Indirect Cost</u>			<u>\$8,880.90</u>
<u>—TOTAL INDIRECT COSTS</u>			<u>\$8,880.90</u>
			-
<u>Fee Paid to CBOs</u>			<u>35,229.00</u>
<u><b>TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019</b></u>			<u><b>\$127,292.90</b></u>

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

<u>LINE ITEMS</u>			
<u>SALARIES AND EMPLOYEE BENEFITS:</u>			
	<u>Maximum</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Hourly Rate</u>	<u>FTEs</u>	<u>Amount</u>
<u>CEC #1—bilingual Spanish</u>	<u>20.00</u>	<u>1.00</u>	<u>\$41,600.00</u>

1	<u>CEC #2—bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
2	<u>CEC #3—bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
3	<u>Outreach Coordinator #1—bilingual Spanish</u>	<u>22.50</u>	<u>1.00</u>	<u>46,800.00</u>
4	<u>Outreach Coordinator #2—bilingual Spanish</u>	<u>20.00</u>	<u>0.50</u>	<u>20,800.00</u>
5	<u>—SUBTOTAL DIRECT SERVICE POSITIONS</u>		-	<u>\$189,280.00</u>
6	<u>Employee Benefits<sup>(20.00%)</sup></u>			<u>\$37,856.00</u>
7	<u>—SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</u>			<u>\$227,136.00</u>
8	<u>ADMINISTRATIVE POSITIONS</u>			
9	<u>Executive Director</u>	<u>48.07</u>	<u>0.25</u>	<u>\$24,966.00</u>
10	<u>Program Director</u>	<u>40.17</u>	<u>0.30</u>	<u>25,066.00</u>
11	<u>Office Manager</u>	<u>32.00</u>	<u>0.32</u>	<u>21,299.00</u>
12	<u>—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS</u>		-	<u>\$71,331.00</u>
13	<u>Employee Benefits<sup>(20.00%)</sup></u>		-	<u>\$14,272.00</u>
14	<u>—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS</u>			<u>\$85,603.00</u>
15	<u>—TOTAL SALARIES AND EMPLOYEE BENEFITS</u>		-	<u>\$312,739.00</u>
16	<u>SERVICES AND SUPPLIES</u>			
17	<u>Independent Audit</u>			<u>\$3,111.00</u>
18	<u>Program Supplies/Equipment</u>			<u>4,444.00</u>
19	<u>Mileage</u>			<u>1,560.00</u>
20	<u>Marketing Material</u>			<u>1,000.00</u>
21	<u>—TOTAL SERVICES AND SUPPLIES</u>			<u>\$10,115.00</u>
22	<u>OPERATING EXPENSES</u>			
23	<u>Rent</u>			<u>\$9,596.00</u>
24	<u>—TOTAL OPERATING EXPENSES</u>			<u>\$9,596.00</u>
25	<u>—TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</u>			<u>\$19,711.00</u>
26	<u>INDIRECT COSTS</u>			
27	<u>Indirect Costs</u>			<u>\$35,502.38</u>
28	<u>—TOTAL INDIRECT COSTS</u>			<u>\$35,502.38</u>
29	<u>Fees Paid to CBOs</u>			<u>140,915.00</u>
30	<u>—TOTAL BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020</u>			<u>\$508,867.38</u>

BUDGET FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021LINE ITEMSSALARIES AND EMPLOYEEBENEFITS:

	<u>Maximum</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Hourly Rate</u>	<u>FTEs</u>	<u>Amount</u>
<u>CEC #1—bilingual Spanish</u>	<u>20.00</u>	<u>1.00</u>	<u>\$41,600.00</u>
<u>CEC #2—bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
<u>CEC #3—bilingual Spanish</u>	<u>19.25</u>	<u>1.00</u>	<u>40,040.00</u>
<u>Outreach Coordinator #1—bilingual Spanish</u>	<u>22.50</u>	<u>1.00</u>	<u>46,800.00</u>
<u>Outreach Coordinator #2—bilingual Spanish</u>	<u>20.00</u>	<u>0.50</u>	<u>20,800.00</u>
<u>—SUBTOTAL DIRECT SERVICE POSITIONS</u>		<u>-</u>	<u>\$189,280.00</u>
<u>Employee Benefits<sup>(20.00%)</sup></u>			<u>\$37,856.00</u>
<u>—SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</u>			<u>\$227,136.00</u>

ADMINISTRATIVE POSITIONS

<u>Executive Director</u>	<u>48.07</u>	<u>0.25</u>	<u>\$24,966.00</u>
<u>Program Director</u>	<u>40.17</u>	<u>0.30</u>	<u>25,066.00</u>
<u>Office Manager</u>	<u>32.00</u>	<u>0.32</u>	<u>21,299.00</u>
<u>—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS</u>		<u>-</u>	<u>\$71,331.00</u>
<u>Employee Benefits<sup>(20.00%)</sup></u>			<u>\$14,272.00</u>
<u>—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS</u>			<u>\$85,603.00</u>

TOTAL SALARIES AND EMPLOYEE BENEFITS

-  
-

SERVICES AND SUPPLIES

<u>Independent Audit</u>			<u>\$3,111.00</u>
<u>Program Supplies/Equipment</u>			<u>4,444.00</u>
<u>Mileage</u>			<u>1,560.00</u>
<u>Marketing Material</u>			<u>1,000.00</u>
<u>—TOTAL SERVICES AND SUPPLIES</u>			<u>\$10,115.00</u>

OPERATING EXPENSES

<u>Rent</u>			<u>\$9,596.00</u>
<u>—TOTAL OPERATING EXPENSES</u>			<u>\$9,596.00</u>

1		-
2	<u>TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</u>	<u>\$19,711.00</u>
3	<u>INDIRECT COSTS</u>	
4	<u>Indirect Costs</u>	<u>\$35,502.38</u>
5	<u>TOTAL INDIRECT COSTS</u>	<u>\$35,502.38</u>
6	<u>Fees Paid to CBOs</u>	<u>140,915.00</u>
7	<u>TOTAL BUDGET FOR JULY 1, 2020 THROUGH JUNE 30, 2021</u>	<u>\$508,867.38</u>
8		-
9	<u>TOTAL MAXIMUM OBLIGATION FOR THE PERIOD OF APRIL 1, 2019 THROUGH JUNE 30, 2021</u>	<u>\$1,145,027.66</u>

SALARIES AND EMPLOYEE BENEFITS:

	<u>Maximum Hourly Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>			
CEC #1—bilingual Spanish	20.00	1.00	\$10,400
CEC #2—bilingual Spanish	19.25	1.00	10,010
CEC #3—bilingual Spanish	19.25	1.00	10,010
Outreach Coordinator #1 bilingual Spanish	22.50	1.00	11,700
Outreach Coordinator #2 bilingual Spanish	20.00	0.50	<u>5,200</u>
—SUBTOTAL DIRECT SERVICE POSITIONS		-	\$47,320
Employee Benefits <sup>(3)</sup> -(20%)			<u>9,464</u>
—SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$56,784
<u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u>			
Executive Director	48.07	0.25	\$6,310
Program Director	40.17	0.30	6,267
Office Manager	32.00	0.32	<u>5,325</u>
—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS		-	\$17,902
Employee Benefits <sup>(3)</sup> -(20%)			<u>3,569</u>
—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			\$21,471



1	<del>TOTAL SALARIES AND EMPLOYEE BENEFITS</del>	<del>\$78,255</del>
2	<u>SERVICES AND SUPPLIES</u>	
3	Independent Audit	\$778
4	Program Supplies/Equipment	1,112
5	Mileage <sup>(5)</sup>	390
6	Marketing Material	<u>250</u>
7	<del>TOTAL SERVICES AND SUPPLIES</del>	<del>\$2,530</del>
8	<u>OPERATING EXPENSES</u>	
9	Rent	<u>\$2,399</u>
10	<del>TOTAL OPERATING EXPENSES</del>	<del>\$2,399</del>
11	<del>TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES</del>	<del>\$4,929</del>
12	<u>INDIRECT COSTS</u>	
13	Indirect Cost <sup>(6)</sup>	<u>\$8,880</u>
14	<del>TOTAL INDIRECT COSTS</del>	<del>\$8,880</del>
15	Fee Paid to CBOs	35,229.00
16	<del>TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019</del>	<del>\$127,293</del>

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

LINE ITEMS

SALARIES AND EMPLOYEE BENEFITS:

	<u>Maximum</u>		
	<u>Hourly</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Rate<sup>(4)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
CEC #1—bilingual Spanish	20.00	1.00	\$41,600
CEC #2—bilingual Spanish	19.25	1.00	40,040
CEC #3—bilingual Spanish	19.25	1.00	40,040
Outreach Coordinator #1—bilingual Spanish	22.50	1.00	46,800
Outreach Coordinator #2—bilingual Spanish	20.00	0.50	<u>20,800</u>
<del>SUBTOTAL DIRECT SERVICE POSITIONS</del>		-	<del>\$189,280</del>
Employee Benefits <sup>(3)</sup> -(20%)			<u>\$37,856</u>

1	<del>—SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS</del>			<del>\$227,136</del>
2	<u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u>			
3	Executive Director	48.07	0.25	\$24,972
4	Program Director	40.17	0.30	25,066
5	Office Manager	32.00	0.32	<u>21,299</u>
6	<del>—SUBTOTAL ADMINISTRATIVE SERVICE</del>			
7	<del>POSITIONS</del>		-	<del>\$71,337</del>
8	Employee Benefits <sup>(3)</sup> -(20%)		-	<u>\$14,266</u>
9	<del>—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND</del>			<del>\$85,603</del>
10	<del>BENEFITS</del>			
11	<del>—TOTAL SALARIES AND EMPLOYEE BENEFITS</del>		-	<del>\$312,739</del>
12	<u>SERVICES AND SUPPLIES</u>			
13	Independent Audit			\$3,111
14	Program Supplies/Equipment			4,444
15	Mileage <sup>(5)</sup>			1,560
16	Marketing Material			<u>1,000</u>
17	<del>—TOTAL SERVICES AND SUPPLIES</del>			<del>\$10,115</del>
18	<u>OPERATING EXPENSES</u>			
19	Rent			<u>\$9,596</u>
20	<del>—TOTAL OPERATING EXPENSES</del>			<del>\$9,596</del>
21	<del>—TOTAL SERVICES AND SUPPLIES AND OPERATING</del>			<del>-</del>
22	<del>EXPENSES</del>			<del>\$19,711</del>
23	<u>INDIRECT COSTS</u>			
24	Indirect Costs <sup>(6)</sup>			<u>\$35,502</u>
25	<del>—TOTAL INDIRECT COSTS</del>			<del>\$35,502</del>
26	Fees Paid to CBOs			140,915
27	<del>—TOTAL BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020</del>			<del>\$508,867</del>
28				<del>-</del>
				<del>-</del>
	<del>BUDGET FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021</del>			
	<u>LINE ITEMS</u>			
	<u>SALARIES AND EMPLOYEE</u>			
	<u>BENEFITS:</u>			

	<u>Maximum Hourly Rate<sup>(1)</sup></u>	<u>FTEs<sup>(2)</sup></u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>			
CEC #1—bilingual Spanish	20.00	1.00	\$41,600
CEC #2—bilingual Spanish	19.25	1.00	40,040
CEC #3—bilingual Spanish	19.25	1.00	40,040
Outreach Coordinator #1—bilingual Spanish	22.50	1.00	46,800
Outreach Coordinator #2—bilingual Spanish	20.00	0.50	<u>20,800</u>
—SUBTOTAL DIRECT SERVICE POSITIONS		-	\$189,280
Employee Benefits <sup>(3)</sup> (20%)			<u>\$37,856</u>
—SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$227,136
<u>ADMINISTRATIVE POSITIONS<sup>(4)</sup></u>			
Executive Director	48.07	0.25	\$24,972
Program Director	40.17	0.30	25,066
Office Manager	32.00	0.32	<u>21,299</u>
—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS		-	\$71,337
Employee Benefits <sup>(3)</sup> (20%)			<u>\$14,266</u>
—SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS			\$85,603
TOTAL SALARIES AND EMPLOYEE BENEFITS		-	\$312,739
<u>SERVICES AND SUPPLIES</u>			
Independent Audit			\$3,111
Program Supplies/Equipment			4,444
Mileage <sup>(5)</sup>			1,560
Marketing Material			<u>1,000</u>
—TOTAL SERVICES AND SUPPLIES			\$10,115
<u>OPERATING EXPENSES</u>			
Rent			<u>\$9,596</u>
—TOTAL OPERATING EXPENSES			\$9,596
—TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES			\$19,711
<u>INDIRECT COSTS</u>			
Indirect Costs <sup>(6)</sup>			<u>\$35,502</u>

<del>TOTAL INDIRECT COSTS</del>	\$35,502
	-
Fees Paid to CBOs	140,915
<del>TOTAL BUDGET FOR JULY 1, 2020 THROUGH JUNE 30, 2021</del>	\$508,867
	-
<del>TOTAL MAXIMUM OBLIGATION FOR THE PERIOD OF APRIL 1, 2019 THROUGH JUNE 30, 2021</del>	\$1,145,027

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

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

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

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

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

(6) Indirect Costs may include, but are not limited to, overhead costs, contractor fees, accounting, and/or insurance/risk management.

12.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement

1 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an  
 2 exception and may be approved, on a case-by-case basis, at the sole discretion of  
 3 ADMINISTRATOR.

4 ~~9.2~~12.3 CONTRACTOR and ADMINISTRATOR may ~~mutually agree in writing,~~  
 5 subject to advance written notice, to add, delete, or ~~otherwise~~ modify ~~individual~~ line items and/or  
 6 amounts and/or the number and type of FTE positions without changing COUNTY's maximum  
 7 obligation, ~~under this Agreement~~ as stated in Subparagraph 21.1 of this Agreement or reducing the  
 8 level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph  
 9 43.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as  
 10 stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in  
 11 writing to proportionately reduce the service goals as set forth in this Exhibit.

12 ~~10.~~ — STAFF

13 ~~10.1~~12.4 In the event the annual budget referenced in Subparagraph 12.1 of this  
 14 Exhibit is modified, the modified budget shall remain in effect for the remainder of the contract  
 15 term, unless superseded by subsequent budget modification(s) that have been approved in writing  
 16 by ADMINISTRATOR. The annual budget beginning on July 1<sup>st</sup> of each fiscal year shall be  
 17 identical to the most recently modified annual budget. Under no circumstances shall funds unspent  
 18 in one fiscal year carry over to another fiscal year.

19 13. TRAINING

20 CONTRACTOR shall:

21 13.1 Develop and maintain up-to-date training manual(s) for CAAs/CECs/HAA and  
 22 subcontracted CBOs relating to the electronic application process.

23 13.2 Coordinate and conduct training for CAAs/CECs/HAA and subcontracted CBOs  
 24 on completing applications in the electronic application system, as determined by  
 25 ADMINISTRATOR, and facilitate quarterly refresher trainings.

26 13.3 Coordinate and conduct training for CAAs/CECs/HAA and subcontracted CBOs  
 27 on completing paper applications for the inmate population and facilitate quarterly refresher  
 28 trainings.

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

13.5 Attend a cultural awareness and responsiveness training annually.

13.6 Attend trainings, as requested or required by ADMINISTRATOR.

14. STAFF

CONTRACTOR’s direct service staff shall be:

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

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

CONTRACTOR shall ~~provide:~~

~~10.2~~14.3 Provide translation services for all other languages as needed so that all individuals/families~~clients~~ are provided services in the language which they speak.

~~CONTRACTOR shall provide the following described staff positions either directly or through subcontracts pursuant to Paragraph 5 of Exhibit A to this Agreement:~~

~~14.4 Program~~Maintain a record with employee’s bilingual status.

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

~~10.3~~14.6 Executive Director

Duties

14.6.1 Analyze~~Provide complete oversight of all program activities, make recommendations for policies, practices,~~the Program Director, and ~~methods~~Outreach Coordinators.

~~10.3.1~~14.6.2 Communicate with subcontracted CBOs to ensure ~~completion of COUNTY program objectives~~effectiveness in meeting program workload standards and outreach efforts.

~~10.3.1.1 Monitor the achievement of CONTRACTOR’s performance goals and objectives; monitor all quality assurance and quality control activities; and develop and maintain effective communication with ADMINISTRATOR.~~

~~10.3.1.2 Provide oversight and supervision for the Executive Assistant, Certified Enrollment Counselor(s) and Outreach Coordinator.~~

~~10.3.1.3 Maintain confidential and sensitive information and files regarding management projects, policy, and personnel, ensuring appropriate follow-up.~~

~~10.3.2~~ 14.6.3 ~~Submit~~ Review and authorize all invoices for payment.

14.6.4 Review and analyze monthly reports to validate program effectiveness.

Qualifications

~~10.3.3~~ 14.6.5 Bachelor’s degree, preferably in Healthcare Administration, Public Policy, Public Administration, Health Planning, or human services related field; or

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

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

14.7 Program Director

Duties

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

14.7.2 Oversee training of CAAs/CECs/HAA’s.

14.7.3 Conduct quality assurance assessments to ensure effectiveness of program.

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

14.7.5 Develop and monitor monthly summary reports, as required.

Qualifications

~~10.3.4~~ 14.7.6 Bachelor’s degree in Healthcare Administration, Public Policy, Public Administration, Health Planning, or human services related field; or

1 14.7.7 Minimum of three (3) years of experience working in a human  
2 services related field.

3 ~~10.3.5~~14.7.8 Minimum of two (2) years of experience in program/organization  
4 management or administration in health or human services.

5 ~~10.4~~14.8 Outreach Coordinator

6 Duties

7 ~~10.4.1~~14.8.1 Plans and develops program ~~integrity by directing inquiries~~policies,  
8 procedures, and ~~staff~~methods to ensure completion of COUNTY program ~~standards for application~~  
9 ~~completion.~~objectives.

10 ~~10.4.1.1~~ Provide timely submittal of applications and track eligibility  
11 ~~and approval.~~

12 ~~10.4.1.2~~ Participate in planning discussions and meetings. ~~Assists in~~  
13 ~~developing tactical plans to support outreach, enrollment, and~~  
14 ~~retention.~~

15 ~~10.4.1.3~~ Prepare and submit weekly productivity reports to Program  
16 ~~Manager.~~

17 ~~10.4.1.4~~ Participate in outreach and community events, as needed.

18 ~~10.4.2~~14.8.2 ~~Other duties as may be assigned by~~ Spends time in the community,  
19 building partnerships and forging relationships conducive to enhancing outreach efforts.

20 ~~10.4.3~~14.8.3 Serves as liaison on all outreach related activities/~~projects.~~

21 ~~10.4.4~~14.8.4 Develop, facilitate, and support outreach events to increase  
22 enrollment efforts.

23 ~~10.4.5~~14.8.5 Responsible for implementation and ongoing administration of the  
24 Medi-Cal Outreach and Enrollment Services program.

25 ~~10.4.6~~14.8.6 Coordinates and conducts Medi-Cal training sessions for county  
26 residents and staff.

27 Qualifications

28 ~~10.4.7~~14.8.7 Associate degree in Health Administration, Business, or human



1 services related field.

2 ~~10.4.8~~14.8.8 Two (2) years of experience working in a human services related  
3 field may substitute for the Associates degree.

4 ~~10.4.9~~14.8.9 Ability to manage projects under minimal supervision.

5 ~~10.4.10~~14.8.10 Ability to prepare clear, accurate, and effective reports,  
6 correspondence and informational brochures.

7 ~~10.4.11~~14.8.11 Knowledge of outreach and enrollment services.

8 14.9 CAAs/CECs/HAAAs.

9 Duties

10 14.9.1 Provide information and screen individuals/families for Medi-Cal eligibility  
11 utilizing the electronic application system designated by ADMINISTRATOR or by paper  
12 application when necessary.

13 14.9.2 Actively enroll new individuals/families.

14 14.9.3 Provide timely submittal of applications and track eligibility and approvals.

15 14.9.4 Assist in developing plans to support outreach and enrollment efforts.

16 14.9.5 Prepare and submit weekly productivity reports to Program Director.

17 ~~10.4.12~~14.9.6 Participate in outreach and community ~~meetings~~events.

18 Qualifications:

19 ~~10.4.13~~14.9.7 High School diploma or GED ~~certification~~.

20 14.9.8 Minimum of one (1) year of application assistor experience.

21 14.9.9 Excellent written and verbal communications skills.

22 14.9.10 Minimum of one (1) year of customer service experience.

23 ~~10.4.14~~14.9.11 Proficiency in English and ~~second language relative to~~  
24 bilingual based on community ~~needs~~language need, as required.

25 14.10 Office Manager

26 Duties

27 14.10.1 Oversees daily operations and administrative function of the organization.

28 14.10.2 Tracks and submits reports, mileage, and timesheet invoices.

1 [14.10.3 Maintains files and information regarding management projects, personnel,](#)  
2 [and meetings.](#)

3 [14.10.4 Manages special projects and other duties as assigned by the Executive](#)  
4 [Director or Program Director.](#)

5 [Qualifications](#)

6 [14.10.5 High School Diploma or GED.](#)

7 [14.10.6 Minimum of three \(3\) years of general office experience, knowledge of](#)  
8 [computer systems, and use of general office equipment.](#)

9 ~~10.4.15~~ [14.10.7 Excellent organization, interpersonal, and verbal](#)  
10 [communication skills.](#)

11 ~~10.4.16~~ [14.10.8](#) Experience working with culturally, linguistically, and  
12 diverse disadvantaged populations.