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Exhibit A

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1. TERM

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

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

1 4. DESCRIPTION OF SERVICES

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

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

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

13 5. LICENSES AND STANDARDS

14 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of
15 this Agreement, who are subject to individual registration and/or licensing requirements, have all
16 necessary licenses and permits required by the laws of the United States, State of California
17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
18 agencies to perform the services described in this Agreement, and agrees to maintain, and require
19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
21 such laws and licensure requirements, including, without limitation, compliance with laws
22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.
24 becoming expired, inactive, etc.).

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

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

4 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
5 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
6 federal financial assistance programs and/or activities.

7 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

8 6.1 Delegation and Assignment

9 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
10 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
11 written consent of COUNTY. Any attempted delegation or assignment without prior written
12 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
13 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
14 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
15 benefits under the terms of this Agreement requiring COUNTY approval.

16 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
17 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
18 for the provision of services under the Agreement.

19 6.2 Change of Ownership

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

25 7. SUBCONTRACTS

26 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
27 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
28 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of

1 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
2 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
3 ADMINISTRATOR may require.

4 7.1.1 Subcontracts of \$50,000 or less

5 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
6 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
7 by CONTRACTOR when the cumulative total cost of the services to be provided by any
8 organization is anticipated to fifty thousand dollars (\$50,000) or less during the term of this
9 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of
10 providing services or the usual and customary charges established by the organization(s) providing
11 the services.

12 7.1.2 Subcontracts in excess of \$50,000

13 7.1.2.1 CONTRACTOR shall develop and submit for approval to
14 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
15 the total cumulative cost of services provided by any single organization is anticipated to exceed
16 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed
17 procurement system shall take into consideration such factors as: degree of price competition;
18 pricing policies and techniques; experience and quality of service; methods of evaluating
19 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,
20 award, and post-award management of subcontracts, including internal audit procedures and
21 monitoring of subcontractor's performance until completion of services.

22 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
23 proposed procurement system, CONTRACTOR shall comply with such procurement system in
24 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the
25 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written
26 consent prior to entering into a subcontract with any organization when the total cumulative cost
27 of services to be provided by that organization is anticipated to exceed fifty thousand dollars
28 (\$50,000) during the term of this Agreement.

1 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
2 maintain accurate and complete financial records related to services provided under the terms of
3 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
4 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
5 until any pending audit is completed.

6 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

7 8.1 Form of Business Organization

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

11 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
12 partnership, corporation, etc.

13 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
14 of ownership or otherwise, to any parent organization or individual.

15 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
16 subsidiary business organization or to any individual who may be providing services, supplies,
17 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
18 under this Agreement.

19 8.2 Change in Form of Business Organization

20 If, during the term of this Agreement, the form of CONTRACTOR's business
21 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
22 between CONTRACTOR and other businesses that could impact services provided through this
23 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
24 changes. A change in the form of business organization may, at COUNTY's sole discretion, be
25 treated as an attempted assignment of rights or delegation of duties of this Agreement.

26 8.3 Name Change

27 CONTRACTOR must notify COUNTY, in writing, of any change in
28 CONTRACTOR's status with respect to name changes that do not require an assignment of the

1 Agreement. While CONTRACTOR is required to provide name change information without
2 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
3 status upon request by COUNTY.

4 9. NON-DISCRIMINATION

5 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
6 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
7 services or benefits, assignment of accommodations, treatment, evaluation, employment of
8 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
9 ancestry, physical disability, mental disability, medical condition, genetic information, marital
10 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
11 status, or any other protected group, in accordance with the requirements of all applicable federal
12 or State laws.

13 9.2 CONTRACTOR shall furnish any and all information requested by
14 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
15 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
16 10 et seq.

17 9.3 Non-Discrimination in Employment

18 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
19 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
20 Department of Labor regulations (Title 41 CFR Part 60).

21 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
22 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
23 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
24 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
25 gender expression, age, sexual orientation, military and veteran status, or any other protected
26 group, in accordance with the requirements of all applicable 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 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
2 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 9.4 Non-Discrimination in Service Delivery

9 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
10 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
11 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; the
16 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
17 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
18 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
19 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
20 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
21 amended. CONTRACTOR shall not implement any administrative methods or procedures which
22 would have a discriminatory effect or which would violate the California Department of Social
23 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
24 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
25 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
26 other laws, or the issue may be referred to the appropriate federal agency for further compliance
27 action and enforcement of Subparagraph 9.4 et seq.

28 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal

1 complaint any and all information as appropriate:

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

4 9.4.2.2 Discrimination Complaint Form

5 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, publications
24 and/or forms:

25 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB>
26 [470.pdf](http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB) (*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](http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-) (*Pub 13 – Your Rights Under California Welfare*)

1 *Programs)*

2 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>

3 *(SSA Contractor and Vendor Compliance page)*

4 10. NOTICES

5 10.1 All notices, requests, claims, correspondence, reports, statements authorized or
6 required by this Agreement, and/or other communications shall be addressed as follows:

7 COUNTY: County of Orange Social Services Agency
8 Contracts and Procurement Services
9 500 N. State College Blvd, Suite 100
10 Orange, CA 92868

11 CONTRACTORS: OneOC
12 1901 E. 4th Street, Suite 100
13 Santa Ana, CA 92705
14 Community Health Initiative of Orange County
15 1505 E. 17th St. Suite 121
16 Santa Ana, CA 92705

17 10.2 All notices shall be deemed effective when in writing and deposited in the United
18 States mail, first class, postage prepaid and addressed as above. Any communications, including
19 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
20 Agreement addressed in any other fashion shall be deemed not given. The parties each may
21 designate by written notice from time to time, in the manner aforesaid, any change in the address
22 to which notices must be sent.

23 11. NOTICE OF DELAYS

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

28 12. INDEMNIFICATION

1 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
2 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
3 their elected and appointed officials, officers, employees, agents, and those special districts and
4 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
5 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
6 including, but not limited to, personal injury or property damage arising from or related to the
7 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
8 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
9 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
10 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
11 Neither party shall request a jury apportionment.

12 13. INSURANCE

13 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
14 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
15 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
16 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
17 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
18 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
19 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
20 CONTRACTOR.

21 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
22 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
23 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
24 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
25 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
26 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
27 requirements to every subcontractor and to receive proof of insurance prior to allowing any
28 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR

1 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
2 reasonable time.

3 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
4 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
5 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
6 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
7 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
8 provision(s) in the Agreement, agrees to all of the following:

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

14 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
15 irrespective of any duty to indemnify or hold harmless; and

16 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
17 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
18 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
19 insured.

20 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
21 term of this Agreement, COUNTY may terminate this Agreement.

22 13.5 Qualified Insurer

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

28 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the

1 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
2 the company's performance and financial ratings.

3 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
4 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

16 13.8 Required Coverage Forms

17 13.8.1 Commercial General Liability coverage shall be written on Insurance
18 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
19 broad.

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

22 13.9 Required Endorsements

23 13.9.1 Commercial General Liability policy shall contain the following
24 endorsements, which shall accompany the Certificate of Insurance:

25 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials,
27 officers, agents and employees, as Additional Insureds or provide blanket coverage which will
28 state AS REQUIRED BY WRITTEN CONTRACT.

1 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
2 01 04 13, or a form at least as broad, evidencing that CONTRACTOR’s insurance is primary and
3 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
4 contributing.

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

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

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

13 13.10 The Workers’ Compensation policy shall contain a waiver of subrogation
14 endorsement waiving all rights of subrogation against the County of Orange, its elected and
15 appointed officials, officers, agents and employees or provide blanket coverage, which will state
16 AS REQUIRED BY WRITTEN CONTRACT.

17 13.11 All insurance policies required by this Agreement shall waive all rights of
18 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
19 employees when acting within the scope of their appointment or employment.

20 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
21 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
22 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
23 a material breach of the contract, upon which the COUNTY may suspend or terminate this
24 Agreement.

25 13.13 If CONTRACTOR’s Network Security & Privacy Liability policy is a “claims
26 made” policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability
27 coverage for two (2) years following completion of this Agreement.

28 13.14 The Commercial General Liability policy shall contain a severability of interests

1 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

2 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
3 Paragraph 10 of this Agreement.

4 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
5 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
6 award may be made to the next qualified proponent.

7 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
8 decrease insurance of any of the above insurance types throughout the term of this Agreement.
9 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
10 appropriate to adequately protect COUNTY.

11 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
12 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
13 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
14 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
15 COUNTY shall be entitled to all legal remedies.

16 13.19 The procuring of such required policy or policies of insurance shall not be construed
17 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and
18 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
19 available from the insurer.

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

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

23 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
24 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance
25 under this Agreement. While CONTRACTOR is required to provide this information without
26 prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status,
27 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

28 14.2 Any accident or incident relating to services performed under this Agreement that

1 involves injury or property damage which may result in the filing of a claim or lawsuit against
2 CONTRACTOR and/or COUNTY.

3 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
4 relating to services performed by CONTRACTOR under this Agreement.

5 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

6 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
7 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
8 Agreement.

9 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
10 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
11 of service location or jurisdiction.

12 15. CONFLICT OF INTEREST

13 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
14 or conditions that could result in a conflict with COUNTY interests. In addition to the
15 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
16 subcontractors associated with the provision of goods and services provided under this Agreement.
17 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
18 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
19 entertainment, payments, loans, or other considerations which could be deemed to influence or
20 appear to influence COUNTY staff or elected officers in the performance of their duties.

21 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
22 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
23 Agreement performance. While CONTRACTOR will be required to provide this information
24 without prompting from COUNTY any time there is a change regarding conflict of interest,
25 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

26 16. ANTI-PROSELYTISM PROVISION

27 No funds provided directly to institutions or organizations to provide services and
28 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be

1 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by
2 law.

3 17. SUPPLANTING GOVERNMENT FUNDS

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

12 18. EQUIPMENT

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

21 CONTRACTOR further agrees to the following:

22 18.1.1 To maintain all items of Capital Equipment in good working order and
23 condition, normal wear and tear excepted.

24 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
25 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
26 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
27 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

28 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,

1 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
2 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

3 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
4 any and all Capital Equipment purchased under this Agreement, in the amount of the full
5 replacement value thereof, providing protection against the classification of fire, extended
6 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
7 parties' interests as they appear.

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

14 18.3 Personal Computer Equipment

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

18 19. BREACH SANCTIONS

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

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

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

28 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by

1 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

4 20. DESIGNATED LEAD AGENCY

5 20.1 Both OneOC and CHIOC agree that OneOC shall serve as the designated lead agent
6 on behalf of the CONTRACTOR, with authority to present claims to COUNTY on behalf of the
7 Contractor Partner Agency for services delivered by each of them pursuant to this Agreement. As
8 designated lead agent, OneOC, shall receive the claims from CHIOC on a monthly basis and shall
9 submit these claims, along with its own monthly claim, pursuant to Subparagraph 21.3.1 herein.
10 Claims submitted to COUNTY by the designated lead agent shall clearly identify the services that
11 were performed by CHIOC. Any and all payments to be made by COUNTY pursuant to this
12 Agreement shall be made payable to the designated lead agent. The designated lead agent shall
13 thereafter disburse payment as appropriate to CHIOC. CHIOC agrees that COUNTY's
14 disbursement of payment to the designated lead agent shall satisfy COUNTY's payment obligation
15 under this Agreement.

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

19 20.2.1 Collecting and maintaining complete documentation for invoices.

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

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

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

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

28 20.2.6 Collecting information and generating a monthly outreach activity calendar.

1 21. PAYMENTS

2 21.1 Maximum Contractual Obligation

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

6 21.1.1 \$127,293 for April 1, 2019 through June 30, 2019;

7 21.1.2 \$508,867 for July 1, 2019 through June 30, 2020; and

8 21.1.3 \$508,867 for July 1, 2020 through June 30, 2021.

9 21.2 Allowable Costs

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

16 21.3 Claims

17 21.3.1 CONTRACTOR shall submit monthly claims to be received by
18 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
19 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
20 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
21 holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
22 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
23 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

24 21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
25 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
26 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
27 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
28 of which may be required to be copied. Source documents that CONTRACTOR must submit shall

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

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

6 21.3.4 Year-End and Final Claims

7 21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY
8 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
9 Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims
10 received after August 30th of each corresponding COUNTY fiscal year may, at
11 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
12 date upon which the final claim per each COUNTY fiscal year must be received, upon written
13 notice to CONTRACTOR.

14 21.3.4.2 The basis for final settlement shall be the actual allowable costs
15 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
16 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
17 any overpayment has been made, COUNTY may offset the amount of the overpayment against
18 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
19 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
20 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
21 been made.

22 22. OVERPAYMENTS

23 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
24 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
25 any applicable regulations and/or policies in effect during the term of this Agreement, or as
26 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
27 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
28 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment

1 within thirty (30) days after the date of the final audit findings report and prior to any
2 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
3 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
4 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
5 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
6 Paragraph.

7 23. OUTSTANDING DEBT

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

11 24. FINAL REPORT

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

17 25. INDEPENDENT AUDIT

18 25.1 CONTRACTOR shall employ a licensed certified public accountant who shall
19 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
20 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
21 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
22 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
23 the aforementioned regulations for any year covered during the term of this Agreement,
24 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
25 CONTRACTOR's financial statements. The audit must be performed in accordance with
26 generally accepted government auditing standards. CONTRACTOR shall cooperate with
27 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
28 months after issuance of all audit reports with regard to audit exceptions.

1 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
2 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
3 audits for each of the fiscal cycles corresponding with the term of this Agreement.
4 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
5 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for
6 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
7 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
8 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
9 CONTRACTOR.

10 26. RECORDS, INSPECTIONS, AND AUDITS

11 26.1 Financial Records

12 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
13 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
14 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
15 State, and federal audits are completed, whichever is later.

16 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
17 internal control, and financial reporting standards in conformity with generally accepted
18 accounting principles established by the American Institute of Certified Public Accountants and
19 to the satisfaction of ADMINISTRATOR.

20 26.2 Client Records

21 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
22 of clients served and dates and type of services provided under the terms of this Agreement in a
23 form acceptable to ADMINISTRATOR.

24 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
25 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
26 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
27 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
28 requests and COUNTY provides written approval for the right to store the records in another

1 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
2 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
3 accordance with Subparagraph 43.2.

4 26.2.3 COUNTY may refuse payment for a claim if client records are determined
5 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be
6 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
7 overpayment within the provisions of this Agreement.

8 26.3 Public Records

9 To the extent permissible under the law, all records, including, but not limited to,
10 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
11 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

12 26.4 Inspections and Audits

13 26.4.1 The U.S. Department of Health and Human Services, Comptroller General
14 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
15 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
16 have access to any books, documents, papers, and records, including medical records, of
17 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
18 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
19 the work performed or being performed under this Agreement and the premises in which it is being
20 performed.

21 26.4.2 CONTRACTOR shall make its books and records available within the
22 borders of Orange County within ten (10) days of receipt of written demand by
23 ADMINISTRATOR.

24 26.4.3 In the event CONTRACTOR does not make available its books and
25 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
26 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
27 obtain CONTRACTOR's books and records.

28 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's

1 liability to the State or Federal Government or any agency thereof resulting from any
2 disallowances or other audit exceptions to the extent that such liability is attributable to
3 CONTRACTOR's failure to perform under this Agreement.

4 26.5 Evaluation Studies

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

8 27. PERSONNEL DISCLOSURE

9 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
10 through this Agreement, paid and unpaid, including those identified in Paragraph 14 of Exhibit A
11 (hereinafter referred to as "Personnel").

12 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
13 Personnel providing services hereunder, including résumés and job applications. Changes to the
14 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
15 and/or job application. The list shall include:

16 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are
17 required to provide the programs described herein;

18 27.2.2 A brief description of the functions of each position and the hours each
19 person works each week, or for part-time Personnel, each day or month, as appropriate;

20 27.2.3 The professional degree, if applicable, and experience required for each
21 position; and

22 27.2.4 The language skill, if applicable, for all Personnel.

23 27.3 Where authorized by law, and in a manner consistent with California Government
24 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
25 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
26 offenses. Information discovered subsequent to the hiring or promotion of any prospective
27 Personnel shall be cause for termination from the performance of services under this Agreement.

28 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

1 a clearance on the following public websites of the names and dates of birth for all Personnel who
2 will have direct, interactive contact with clients served through this Agreement: U.S. Department
3 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
4 Registry (www.meganslaw.ca.gov).

5 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
6 a criminal record background check on all Personnel who will have direct, interactive contact with
7 clients served through this Agreement. Background checks conducted through the California
8 Department of Justice shall include a check of the California Central Child Abuse Index, when
9 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
10 performance of services under this Agreement.

11 27.6 CONTRACTOR shall ensure that clearances and background checks described in
12 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
13 services under this Agreement.

14 27.7 In the event a record is revealed through the processes described in Subparagraphs
15 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
16 Personnel providing services through this Agreement.

17 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
18 provide services under this Agreement have satisfactory past work records and/or reference checks
19 indicating their ability to perform the required duties and accept the kind of responsibility
20 anticipated under this Agreement. CONTRACTOR shall maintain records of background
21 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
22 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
23 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
24 are completed, whichever is later, in compliance with all applicable laws.

25 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
26 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
27 Personnel performing services under this Agreement, when such information becomes known to
28 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to

1 provide services under this Agreement and shall provide notice of such determination to
2 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
3 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

4 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
5 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

6 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
7 from the performance of services under this Agreement. At the request of COUNTY,
8 CONTRACTOR shall immediately replace said Personnel.

9 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
10 for cause from working on this Agreement.

11 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to Paragraph 27,
12 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
13 terms and conditions of this Agreement.

14 28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 29. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

2 29.1 CONTRACTOR certifies it is in full compliance with all applicable federal and
3 State reporting requirements regarding its employees and with all lawfully served Wage and
4 Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance
5 throughout the term of the Agreement with the County of Orange. Failure to comply shall
6 constitute a material breach of the Agreement and failure to cure such breach within sixty (60)
7 calendar days of notice from the COUNTY shall constitute grounds for termination of the
8 Agreement.

9 29.2 In the case of an individual contractor or contractor doing business in a form other
10 than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days
11 of the award of this Agreement:

12 29.2.1 His/her name, date of birth, Social Security number, and residence address;
13 or

14 29.2.2 In the case of a contractor doing business in a form other than as an
15 individual, the name, date of birth, Social Security number, and residence address of each
16 individual who owns an interest of ten percent (10%) or more in the contracting entity.

17 29.3 It is expressly understood that this data will be transmitted to governmental
18 agencies charged with the establishment and enforcement of child support orders, and for no other
19 purpose.

20 30. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

21 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
22 that all employees, agents, subcontractors, and all other individuals performing services under this
23 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
24 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of
25 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
26 agents, subcontractors, and all other individuals performing services under this Agreement to sign
27 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
28 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set

1 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
2 they now exist or as they may hereafter be amended.

3 31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
4 LAW

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

9 32. CONFIDENTIALITY

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

14 32.2 All records and information concerning any and all persons referred to
15 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
16 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
17 individuals performing services under this Agreement. CONTRACTOR shall require all of its
18 employees, agents, subcontractors, and all other individuals performing services under this
19 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
20 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
21 of this Agreement.

22 32.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
23 other individuals performing services under this Agreement of this provision and that any person
24 violating the provisions of said California state law may be guilty of a crime.

25 32.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
26 to the confidentiality requirements of this Agreement.

27 33. SECURITY

28 33.1 Security Requirements

1 33.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
2 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
3 confidentiality that currently exists or exists at any time during the term of this Agreement.
4 CONTRACTOR represents and warrants that it has implemented and will maintain during the
5 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
6 private and confidential client information, to protect against anticipated threats to the security or
7 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
8 use of COUNTY data. Such safeguards and controls shall include at a minimum:

9 33.1.1.1 Storage of confidential paper files that ensures records are
10 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

11 33.1.1.2 Control of access to physical and electronic records to ensure
12 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
13 services.

14 33.1.1.3 Control to prevent unauthorized access and to prevent
15 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

16 33.1.1.4 Firewall protection.

17 33.1.1.5 Use of encryption methods of electronic COUNTY data while
18 in transit from CONTRACTOR networks to external networks, when applicable.

19 33.1.1.6 Measures to securely store all COUNTY data, including, but not
20 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
21 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
22 CONTRACTOR further represents and warrants that it has implemented and will maintain during
23 the term of this Agreement administrative, technical, and physical safeguards and controls
24 consistent with State and federal security requirements.

25 33.2 Security Breach Notification

26 33.2.1 CONTRACTOR shall have policies and procedures in place for the
27 effective management of Security Breaches, as defined below. In the event of any actual,
28 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR

1 experiences or learns of that either compromises or could reasonably be expected to comprise
2 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
3 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
4 notification, CONTRACTOR shall, at its own expense, immediately:

5 33.2.1.1 Investigate to determine the nature and extent of the Security
6 Breach.

7 33.2.1.2 Contain the incident by taking necessary action, including, but
8 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
9 security.

10 33.2.1.3 Report to COUNTY the nature of the Security Breach, the
11 COUNTY data used or disclosed, the person who made the unauthorized use or received the
12 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
13 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
14 take to prevent future similar unauthorized use or disclosure.

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

24 34. COPYRIGHT ACCESS

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

28 35. WAIVER

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

7 36. PETTY CASH

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

10 37. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

11 37.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
12 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
13 commercial advertisement, promotional purposes, announcements, displays, or press releases,
14 without COUNTY's prior written consent is expressly prohibited.

15 37.2 CONTRACTOR may develop and publish information related to this Agreement
16 where all of the following conditions are satisfied:

17 37.2.1 ADMINISTRATOR provides its written approval of the content and
18 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
19 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

20 37.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
21 a statement that the program, wholly or in part, is funded through County, State, and Federal
22 Government funds;

23 37.2.3 The information does not give the appearance that the COUNTY, its
24 officers, employees, or agencies endorse:

25 37.2.3.1 Any commercial product or service; and

26 37.2.3.2 Any product or service provided by CONTRACTOR, unless
27 approved in writing by ADMINISTRATOR; and

28 37.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,

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

7 38. REPORTS

8 38.1 CONTRACTOR shall provide information deemed necessary by
9 ADMINISTRATOR to complete any State-required reports related to the services provided under
10 this Agreement.

11 38.2 CONTRACTOR shall maintain records and submit reports containing such data
12 and information regarding the performance of CONTRACTOR's services, costs, or other data
13 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
14 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
15 written notice to CONTRACTOR.

16 39. ENERGY EFFICIENCY STANDARDS

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

19 40. ENVIRONMENTAL PROTECTION STANDARDS

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

25 40.1 No facility to be utilized in the performance of the proposed grant has been listed
26 on the EPA List of Violating Facilities;

27 40.2 It will notify COUNTY prior to award of the receipt of any communication from
28 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the

1 grant is under consideration to be listed on the EPA List of Violating Facilities; and

2 40.3 It will notify COUNTY and EPA about any known violation of the above laws and
3 regulations.

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

6 41.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
7 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
8 by the Office of Management and Budget (OMB) and published in the Federal Register dated
9 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
10 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
11 contain, and CONTRACTOR must certify compliance utilizing a form provided by
12 ADMINISTRATOR that cites the following:

13 41.1.1 The definitions and prohibitions contained in the clause at Federal
14 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
15 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
16 B of this certification.

17 41.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
18 knowledge and belief as of December 23, 1989, that

19 41.1.2.1 No federal appropriated funds have been paid or will be paid to
20 any person for influencing or attempting to influence an officer or employee of any agency, a
21 Member of Congress, an officer or employee of Congress, or an employee of a Member of
22 Congress on his or her behalf in connection with the awarding of any federal contract, the making
23 of any federal grant, the making of any federal loan, the entering into of any cooperative
24 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
25 contract, grant, loan or cooperative agreement;

26 41.1.2.2 If any funds other than federal appropriated funds (including
27 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
28 person for influencing or attempting to influence an officer or employee of any agency, a Member

1 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
2 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
3 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
4 and

5 41.1.2.3 He or she will include the language of this certification in all
6 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
7 \$100,000 shall certify and disclose accordingly.

8 41.1.3 Submission of this certification and disclosure is a prerequisite for making
9 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
10 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
11 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
12 and not more than \$100,000, for each such failure.

13 42. POLITICAL ACTIVITY

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

17 43. TERMINATION PROVISIONS

18 43.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
19 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
20 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
21 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
22 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
23 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
24 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless
25 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
26 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

27 43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
28 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to

1 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
2 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the
3 parties. During the Transition Period, service and data access shall continue to be made available
4 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or
5 transitioning all data in the format determined by COUNTY.

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

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

22 43.5 If any term, covenant, condition, or provision of this Agreement or the application
23 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
24 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
25 thereby.

26 44. GOVERNING LAW AND VENUE

27 This Agreement has been negotiated and executed in the State of California and shall be
28 governed by and construed under the laws of the State of California, without reference to conflict

1 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
2 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
3 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
4 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
5 to waive any and all rights to request that an action be transferred for trial to another county.

6 45. SIGNATURE IN COUNTERPARTS

7 45.1 The parties agree that separate copies of this Agreement may be signed by each of
8 the parties, and this Agreement will have the same force and effect as if the original had been
9 signed by all the parties.

10 45.2 CONTRACTOR represents and warrants that the person executing this Agreement
11 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
12 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
13 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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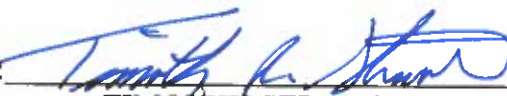
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1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,
2 California.

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

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


11 Dated: 1/30/19

Dated: 2/26/19

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

Dated: 1/10/19

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

22
23 
24 ROBIN STIELER
25 Clerk of the Board
26 Orange County, California



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

By: 
DEPUTY

Dated: 1/10/19

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ONEOC
8 AND

9 COMMUNITY HEALTH INITIATIVE OF ORANGE COUNTY
10 FOR THE PROVISION OF
11 MEDI-CAL OUTREACH AND ENROLLMENT SERVICES
12

13 1. POPULATION TO BE SERVED

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

19 2. DEFINITIONS

20 2.1 Affordable Care Act (ACA): A United States federal statute signed into law on
21 March 23, 2010 which reduces the uninsured rate by expanding public and private insurance
22 coverage, and lessens the costs of healthcare for individuals and the government.

23 2.2 Certified Application Assistor (CAA): An individual who is certified and trained to
24 assist individuals/families with the application process for publicly funded health and human
25 services programs.

26 2.3 Certified Enrollment Counselor (CEC): An individual trained to provide in-person
27 counseling and assistance to consumers who need help applying or retaining coverage for Medi-
28 Cal and Covered California programs. Covered California is the health insurance marketplace in

1 California implemented in accordance with ACA.

2 2.4 Community Based Organization (CBO): A public or private nonprofit organization
3 that is representative of a community or a significant segment of a community, and is engaged in
4 meeting human, educational, environmental, or public safety community needs.

5 2.5 Coalition of Orange County Community Health Centers: A consortium of safety
6 net providers and key partners creating quality healthcare for vulnerable, underserved
7 communities. Members are health centers that serve low income Orange County residents.

8 2.6 Electronic Application System: A Web-based system, including, but not limited to,
9 One-e-App or Benefits CalWIN, that allows CAAs/CECs/HAAAs to assist individuals/families in
10 applying online for a range of publicly funded health and human services programs.
11 ADMINISTRATOR will inform CONTRACTOR which electronic application system shall be
12 utilized.

13 2.7 Family Resource Center (FRC): A family-friendly, community-based site that
14 provides access to comprehensive preventative and treatment oriented social, educational, and
15 health services for all families.

16 2.8 Health Access Assistors (HAA): An individual trained to provide in-person
17 counseling and assistance to consumers who need help applying or retaining coverage for Medi-
18 Cal and Covered California programs. In addition, HAAs are responsible for generating leads to
19 meet projected enrollment and care coordination goals.

20 2.9 Outreach Event: Any occasion and/or presentation where awareness, training
21 and/or education is provided, including enrollment activities and distribution of literature to a
22 group of individuals where the topic of focus is Medi-Cal eligibility, enrollment, access, and/or
23 retention of benefits.

24 3. WORKLOAD STANDARDS

25 CONTRACTOR shall:

26 3.1 Submit a sufficient number of applications from April 1, 2019 through June 30,
27 2019, so that five hundred (500) Medi-Cal applications are approved.

28 3.2 Submit a sufficient number of applications from July 1, 2019 through June 30,

1 2021, so that two thousand (2,000) Medi-Cal applications are approved annually.

2 3.3 Screen Orange County jail inmates and assist in completion of applications to
3 ensure that a minimum of eighty-five percent (85%) of applications submitted result in approved
4 benefits.

5 3.4 Facilitate and attend, in conjunction with CBOs, a minimum of one hundred
6 twenty-five (125) outreach events from April 1, 2019 through June 30, 2019.

7 3.5 Facilitate and attend, in conjunction with CBOs, a minimum of five hundred (500)
8 outreach events annually from July 1, 2019 through June 30, 2021.

9 4. SERVICES TO BE PROVIDED

10 CONTRACTOR shall:

11 4.1 Establish a network of CBOs within Orange County to assist with outreach and
12 enrollment activities.

13 4.2 Provide services in a manner that is responsive to the literacy, language, and socio-
14 cultural needs of the individuals/families defined in Paragraph 1 of this Exhibit.

15 4.3 Ensure staff dress in business attire and conduct themselves in a professional
16 manner including, but not limited to, when interacting in public venues and with
17 individuals/families.

18 4.4 Outreach Services:

19 CONTRACTOR shall;

20 4.4.1 Develop strategies to assess areas of high uninsured rates within Orange
21 County and target outreach events in these areas.

22 4.4.2 Develop education materials for distribution at outreach events and FRCs
23 on how to enroll in, access, and retain Medi-Cal services. All materials must be approved by
24 ADMINISTRATOR prior to distribution.

25 4.4.3 Conduct the following community-based outreach events and activities in
26 collaboration with CBOs:

27 4.4.3.1 Identify and attend activities at FRCs and community sponsored
28 events, including health fairs and job fairs, clinics, and events at community colleges and

1 secondary education locations, to provide information to event attendees that is deemed
2 appropriate by CONTRACTOR or ADMINISTRATOR.

3 4.4.3.2 Develop outreach programs which shall include, but not be
4 limited to, providing information to individuals/families on Med-Cal eligibility under ACA and
5 where to enroll. Written material provided should be at a third (3rd) grade reading level and offered
6 in languages that meet the community needs.

7 4.4.4 Submit a monthly calendar of scheduled outreach events to
8 ADMINISTRATOR by the twentieth (20th) calendar day of each month for the upcoming month
9 for review.

10 4.5 Enrollment Services

11 CONTRACTOR shall:

12 4.5.1 Utilize an electronic application system, as directed by
13 ADMINISTRATOR, to enroll individuals/families into Medi-Cal.

14 4.5.2 Develop a tool kit with essential forms and resources to facilitate
15 consistency in outreach and enrollment for CAAs/CECs/HAAAs.

16 4.5.3 Provide care coordination services that will include, but not be limited to:
17 enrollment in other State and federal programs, such as CalFresh and Woman, Infant and Child
18 (WIC); low income housing; California Alternative Rates for Energy/Family Electric Rate
19 Assistance (CARE/FERA); and referrals to FRCs, food banks, and other community resources.

20 4.5.4 Assist individuals/families with the selection of a health care provider and
21 information on retaining benefits.

22 4.5.5 Provide staff at events as directed by ADMINISTRATOR.

23 4.5.6 Provide follow-up services to ensure individuals/families are connected to
24 a medical and dental provider.

25 4.5.7 Conduct group workshops to educate newly enrolled clients on how to
26 utilize Medi-Cal benefits and navigate the healthcare system.

27 5. SERVICE AREAS

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

4 6. HOURS OF OPERATION

5 6.1 CONTRACTOR shall provide services during hours that are responsive to the
6 needs of the target population(s), as determined by ADMINISTRATOR. At a minimum,
7 CONTRACTOR shall provide services during business days, Monday through Friday, except
8 COUNTY holidays as established by the Orange County Board of Supervisors. However,
9 CONTRACTOR is encouraged to provide the contracted services on holidays whenever possible.

10 6.2 CONTRACTOR shall provide staff for events that occur in the evening hours or on
11 Saturdays.

12 6.3 CONTRACTOR shall provide staff at specific locations for specific hours to
13 provide outreach and enrollment services at the request of the ADMINISTRATOR.

14 6.4 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
15 which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
16 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
17 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
18 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
19 holiday schedule and the hours listed in Subparagraph 6.1 of this Exhibit A. Any unauthorized
20 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall
21 not be reimbursed.

22 7. AGENCY REQUIREMENT

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

25 8. REPORTING REQUIREMENTS

26 CONTRACTOR shall:

27 8.1 Maintain records, collect data, and provide reports mandated by the State and
28 federal government, and as may be required by COUNTY.

1 8.2 Submit Monthly Status reports that shall include, but not be limited to:

2 8.3 Outreach events attended, including date and location of events.

3 8.3.1 Number of individuals/families ~~enrolled~~-contacted at outreach events.

4 8.3.2 Names of individuals/families for whom applications were submitted
5 through an electronic application system.

6 8.3.3 Names of individuals/families for whom paper applications were submitted
7 to ADMINISTRATOR for processing.

8 8.3.4 Date application was completed.

9 8.3.5 Names of individuals/families whose applications were approved.

10 8.3.6 Names of individuals/families whose applications were not approved.

11 9. PERFORMANCE MONITORING

12 9.1 CONTRACTOR and ADMINISTRATOR shall meet at least semi-annually to
13 review and evaluate:

14 9.1.1 Methods for ensuring the workload standards defined in Paragraph 3 of this
15 Exhibit are at or above the level required.

16 9.1.2 Inspection of applications submitted.

17 9.1.3 Review of outreach event calendars.

18 9.1.4 Documentation of complaints from individuals/families and efforts to
19 remediate the issue(s).
20

21 9.1.5 Training materials provided to CAAs/CECs/HAAAs.

22 9.1.6 Verification of training of CAAs/CECs/HAAAs.

23 9.2 CONTRACTOR shall conduct quarterly satisfaction surveys of
24 individuals/families.

25 10. FACILITIES

26 10.1 Administrative services under this Agreement shall be provided at:

27 OneOC
28 1901 E. 4th St., Suite 100

Santa Ana, CA 92705

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

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

11. MEETINGS

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

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

12. BUDGET FOR MEDI-CAL OUTREACH AND ENROLLMENT SERVICES

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

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

LINE ITEMS:

SALARIES AND EMPLOYEE

BENEFITS:

	<u>Maximum</u>		
	<u>Hourly</u>		
<u>DIRECT SERVICE POSITIONS</u>	<u>Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
CEC #1 - bilingual Spanish	20.00	1.00	\$10,400
CEC #2 -bilingual Spanish	19.25	1.00	10,010
CEC #3 - bilingual Spanish	19.25	1.00	10,010
Outreach Coordinator #1 bilingual Spanish	22.50	1.00	11,700
Outreach Coordinator #2 bilingual Spanish	20.00	0.50	<u>5,200</u>
SUBTOTAL DIRECT SERVICE POSITIONS			\$47,320
Employee Benefits ⁽³⁾ (20%)			<u>9,464</u>
SUBTOTAL DIRECT SERVICE POSITIONS AND BENEFITS			\$56,784

ADMINISTRATIVE POSITIONS⁽⁴⁾

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>

1	SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS	\$17,902
2	Employee Benefits ⁽³⁾ (20%)	<u>3,569</u>
3	SUBTOTAL ADMINISTRATIVE SERVICE POSITIONS AND BENEFITS	\$21,471
4		
5	TOTAL SALARIES AND EMPLOYEE BENEFITS	\$78,255
6	<u>SERVICES AND SUPPLIES</u>	
7	Independent Audit	\$778
8	Program Supplies/Equipment	1,112
9	Mileage ⁽⁵⁾	390
10	Marketing Material	<u>250</u>
11	TOTAL SERVICES AND SUPPLIES	\$2,530
12		
13	<u>OPERATING EXPENSES</u>	
14	Rent	<u>\$2,399</u>
15	TOTAL OPERATING EXPENSES	\$2,399
16		
17	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$4,929
18		
19	<u>INDIRECT COSTS</u>	
20	Indirect Cost ⁽⁶⁾	<u>\$8,880</u>
21	TOTAL INDIRECT COSTS	\$8,880
22		
23	Fee Paid to CBOs	35,229.00
24	TOTAL BUDGET FOR APRIL 1, 2019 THROUGH JUNE 30, 2019	\$127,293

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

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

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

LINE ITEMS

SALARIES AND EMPLOYEE

BENEFITS:

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

1 TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES \$19,711

2 INDIRECT COSTS

3 Indirect Costs⁽⁶⁾ \$35,502

4 TOTAL INDIRECT COSTS \$35,502

5 Fees Paid to CBOs 140,915

6 **TOTAL BUDGET FOR JULY 1, 2020 THROUGH JUNE 30, 2021 \$508,867**

7 **TOTAL MAXIMUM OBLIGATION FOR THE PERIOD OF**
8 **APRIL 1, 2019 THROUGH JUNE 30, 2021 \$1,145,027**

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

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

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

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

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

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

1 accounting, and/or insurance/risk management.

2 12.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses,
3 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement
4 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an
5 exception and may be approved, on a case-by-case basis, at the sole discretion of
6 ADMINISTRATOR.

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

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

21 13. TRAINING

22 CONTRACTOR shall:

23 13.1 Develop and maintain up-to-date training manual(s) for CAAs/CECs/HAAAs and
24 subcontracted CBOs relating to the electronic application process.

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

28 13.3 Coordinate and conduct training for CAAs/CECs/HAAAs and subcontracted CBOs

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

3 13.4 Submit all training materials to be reviewed and approved by ADMINISTRATOR.

4 13.5 Attend a cultural awareness and responsiveness training annually.

5 13.6 Attend trainings, as requested or required by ADMINISTRATOR.

6 14. STAFF

7 CONTRACTOR's direct service staff shall be:

8 14.1 Fluent in, and possess the ability to prepare written reports in, English.

9 14.2 Proficient in the ability to speak and write in the specified second language
10 (Spanish or Vietnamese).

11 CONTRACTOR shall:

12 14.3 Provide translation services for all other languages as needed so that all
13 individuals/families are provided services in the language which they speak.

14 14.4 Maintain a record with employee's bilingual status.

15 14.5 Ensure staff who provide enrollment services in the jails, meet the clearance
16 requirements of the Orange County Sheriff's Department.

17 14.6 Executive Director

18 Duties

19 14.6.1 Provide complete oversight of all program activities, the Program Director,
20 and Outreach Coordinators.

21 14.6.2 Communicate with subcontracted CBOs to ensure effectiveness in meeting
22 program workload standards and outreach efforts.

23 14.6.3 Review and authorize all invoices.

24 14.6.4 Review and analyze monthly reports to validate program effectiveness.

25 Qualifications

26 14.6.5 Bachelor's degree in Healthcare Administration, Public Policy, Public
27 Administration, Health Planning, or human services related field; or

28 14.6.6 Minimum of five (5) years of experience working in a human services

1 related field.

2 14.6.7 Minimum of four (4) years of experience in program/organization
3 management.

4 14.7 Program Director

5 Duties

6 14.7.1 Analyze and make recommendations of practice and methods to ensure
7 program objectives are met.

8 14.7.2 Oversee training of CAAs/CECs/HAAAs.

9 14.7.3 Conduct quality assurance assessments to ensure effectiveness of program.

10 14.7.4 Coordinate meetings with COUNTY, subcontracted CBOs, and other
11 stakeholders.

12 14.7.5 Develop and monitor monthly summary reports, as required.

13 Qualifications

14 14.7.6 Bachelor's degree in Healthcare Administration, Public Policy, Public
15 Administration, Health Planning, or human services related field; or

16 14.7.7 Minimum of three (3) years of experience working in a human services
17 related field.

18 14.7.8 Minimum of two (2) years of experience in program/organization
19 management or administration in health or human services.

20 14.8 Outreach Coordinator

21 Duties

22 14.8.1 Plans and develops program policies, procedures, and methods to ensure
23 completion of COUNTY program objectives.

24 14.8.2 Spends time in the community, building partnerships and forging
25 relationships conducive to enhancing outreach efforts.

26 14.8.3 Serves as liaison on all outreach related activities.

27 14.8.4 Develop, facilitate, and support outreach events to increase enrollment
28 efforts.

1 14.8.5 Responsible for implementation and ongoing administration of the Medi-
2 Cal Outreach and Enrollment Services program.

3 14.8.6 Coordinates and conducts Medi-Cal training sessions for county residents
4 and staff.

5 Qualifications

6 14.8.7 Associate degree in Health Administration, Business, or human services
7 related field.

8 14.8.8 Two (2) years of experience working in a human services related field may
9 substitute for the Associates degree.

10 14.8.9 Ability to manage projects under minimal supervision.

11 14.8.10 Ability to prepare clear, accurate, and effective reports, correspondence and
12 informational brochures.

13 14.8.11 Knowledge of outreach and enrollment services.

14 14.9 CAAs/CECs/HAA.

15 Duties

16 14.9.1 Provide information and screen individuals/families for Medi-Cal eligibility
17 utilizing the electronic application system designated by ADMINISTRATOR or by paper
18 application when necessary.

19 14.9.2 Actively enroll new individuals/families.

20 14.9.3 Provide timely submittal of applications and track eligibility and approvals.

21 14.9.4 Assist in developing plans to support outreach and enrollment efforts.

22 14.9.5 Prepare and submit weekly productivity reports to Program Director.

23 14.9.6 Participate in outreach and community events.

24 Qualifications

25 14.9.7 High School diploma or GED.

26 14.9.8 Minimum of one (1) year of application assistor experience.

27 14.9.9 Excellent written and verbal communications skills.

28 14.9.10 Minimum of one (1) year of customer service experience.

1 14.9.11 Proficiency in English and bilingual based on community language need, as
2 required.

3 14.10 Office Manager

4 Duties

5 14.10.1 Oversees daily operations and administrative function of the organization.

6 14.10.2 Tracks and submits reports, mileage, and timesheet invoices.

7 14.10.3 Maintains files and information regarding management projects, personnel,
8 and meetings.

9 14.10.4 Manages special projects and other duties as assigned by the Executive
10 Director or Program Director.

11 Qualifications

12 14.10.5 High School Diploma or GED.

13 14.10.6 Minimum of three (3) years of general office experience, knowledge of
14 computer systems, and use of general office equipment.

15 14.10.7 Excellent organization, interpersonal, and verbal communication skills.

16 14.10.8 Experience working with culturally, linguistically, and diverse
17 disadvantaged populations.