



County of Orange
SOCIAL SERVICES AGENCY

500 N. STATE COLLEGE BLVD.
 ORANGE, CA 92868-1673
 (714) 541-7700

MICHAEL F. RYAN
 DIRECTOR

CAROL WISEMAN
 CHIEF DEPUTY DIRECTOR

AN TRAN
 DIVISION DIRECTOR
 ADMINISTRATIVE SERVICES

JOHN HENDRICKSON
 DIVISION DIRECTOR
 ASSISTANCE PROGRAMS

ANNE BLOXOM
 DIVISION DIRECTOR
 CHILDREN & FAMILY SERVICES

DEBRA BAETZ
 DIVISION DIRECTOR
 FAMILY SELF-SUFFICIENCY &
 ADULT SERVICES

ANNE H. LIGHT, M.D.
 MEDICAL DIRECTOR

February 28, 2018

Access California Services
 Attn: Nahla Kayali, Executive Director
 631 S. Brookhurst Street, Suite 107
 Anaheim, CA 92804

Re: Notice of Contract Reduction – Agreement (RCD0217), between County of Orange and Access California Services for the Provision of Refugee Social Services and Refugee Health Services

Dear Ms. Kayali:

This letter is to inform you that the California Department of Public Health, Office of Refugee Health will be transitioning its Refugee Health Assessment Program (RHAP) to a fee-for-service program, effective April 1, 2018. As a result, the Orange County 2017-18 RHAP local assistance award will be cancelled, effective April 1, 2018. Therefore, pursuant to Subparagraph 42.4 of the subject matter Agreement, it is necessary at this time to reduce your contract to reflect the termination of the Refugee Health Services component of the contract.

The maximum obligation with County under this Agreement is hereby amended as follows, and shall not exceed the following amounts: the amount of \$607,150 for October 1, 2017 through September 30, 2018; the amount of \$500,000 for October 1, 2018 through September 30, 2019; and the amount of \$500,000 for October 1, 2019 through September 30, 2020, for a total aggregate of \$1,607,150, or actual allowable costs, whichever is less. As of April 1, 2018, Exhibit B of the Agreement and all applicable references to RHAP are no longer applicable. Redline Agreement RCD0217 with Access California Services, dated February, 28, 2018, included as Attachment 1, reflects all applicable changes to the Agreement; the original Agreement will be considered amended upon agreement of the parties. All other terms and conditions of the Agreement shall remain the same and in full force and effect.

The parties hereto have executed these amendments:



 Nahla Kayali
 Executive Director
 Access California Services



 Date


 Michael F. Ryan, Director
 Orange County Social Services Agency


 Date

Once signed, please return the letter to the attention of Carolyn Doan at the following address:
 County of Orange Social Services Agency, 500 N. State College Blvd., Orange, CA 92868.

SSA and HCA would like to thank you for the efforts of your organization. We appreciate your understanding in this matter and look forward to your continued cooperation in the provision of services under the Agreement.

If you have any questions regarding this notice, please feel free to call Debra Baetz at (714) 541-7810. If you have any questions or concerns related to contract issues, please feel free to contact Carolyn Doan at (714) 245-6018. For any questions or concerns related to Refugee Health Services programmatic issues, please feel free to contact Mike Carson at (714) 834-8406.

Sincerely,



Michael F. Ryan
 Director

cc: Debra Baetz, Division Director
 Mike Carson, Program Manager, TB Control & Refugee Health Services
 Carolyn Doan, Contract Administrator
 Abraham Gomez, Deputy Director
 Karen Vu, Contracts and Procurement Services Manager
 Rosa Rico, Senior Contract Administrator
 Diana Cruz-Toro, Program Manager I
 Sandra Barnes, Auditor Controller

Attachment 1: Redline Agreement RCD0217 with Access California Services, dated 2/28/ 2018

1 AGREEMENT
 2 BETWEEN
 3 COUNTY OF ORANGE
 4 AND
 5 ACCESS CALIFORNIA SERVICES
 6 FOR THE PROVISION OF REFUGEE SOCIAL SERVICES
 7 AND
 8 ~~REFUGEE HEALTH SERVICES~~

9
 10 This AGREEMENT, entered into this 1st day of October 2017, which date is
 11 particularized for purpose of reference only, is by and between the COUNTY OF
 12 ORANGE, hereinafter referred to as "COUNTY," and ACCESS CALIFORNIA SERVICES, a
 13 California non-profit corporation, hereinafter referred to as "CONTRACTOR."
 14 This Agreement shall be administered by the County of Orange Social Services
 15 Agency Director or designee, hereinafter referred to as "ADMINISTRATOR" or
 16 "SSA." ~~Direct services of Exhibit B shall be administered by the County of~~
 17 ~~Orange Health Care Agency, hereinafter referred to as "HCA."~~

18
 19 W I T N E S S E T H:
 20

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

23 WHEREAS, such services are authorized and provided for pursuant to the
 24 Immigration and Nationality Act, as amended by the Federal Refugee Education
 25 Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat.
 26 1799, 8 U.S.C 1522 note; Refugee Act of 1980, Section 412, Public Law 96-212,
 27 94 Stat. 111, 8 U.S.C 1522; William Wilberforce Trafficking Victims Protection
 28 Reauthorization Act of 2008, Section 212-235, Public Law 110-457; Victims of

1 Trafficking and Violence Protection Act of 2000, Public Law 106-386; and
2 WHEREAS, Section 13275 et seq., of the Welfare and Institutions Code
3 provides for funds derived from the Federal Refugee Act of 1980 to be used to
4 provide employment services for refugees.

5
6 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on October 1, 2017, and terminate on September 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

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

1 services to be provided during the course and scope of their employment.

2 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
3 entitled to any rights and/or privileges of COUNTY employees and shall not be
4 considered in any manner to be COUNTY employees.

5 4. DESCRIPTION OF SERVICES, STAFFING

6 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
7 and supplies as described in ~~the~~ Exhibits A to the Agreement between County of
8 Orange and Access California Services, for the Provision of Refugee Social
9 Services ~~and Refugee Health Services~~, attached hereto and incorporated herein
10 by reference. ~~Exhibit "A" relating to Refugee Social Services, Exhibit "B"~~
11 ~~relating to Refugee Health Services~~. CONTRACTOR shall operate continuously
12 throughout the term of this Agreement with the number and type of staff
13 described and as required for provision of services hereunder.

14 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
15 may require changes in staffing allocations to reflect current workload
16 demands or service needs as long as COUNTY's maximum obligation as set forth
17 in this Agreement is not exceeded.

18 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
19 appropriate staff to attend an orientation session and subsequent training
20 sessions given by COUNTY.

21 5. LICENSES AND STANDARDS

22 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
23 required by the laws of the United States, State of California, County of
24 Orange and all other appropriate governmental agencies to perform the services
25 described in this Agreement, and agrees to maintain these licenses and permits
26 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
27 that its employees shall conduct themselves in compliance with such laws and
28 licensure requirements including, without limitation, compliance with laws

1 applicable to sexual harassment and ethical behavior.

2 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
3 all applicable provisions of the California Welfare and Institutions Code
4 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
5 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
6 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
7 31.2; and all applicable laws and regulations of the United States, State of
8 California, County of Orange Social Services Agency and all administrative
9 regulations, rules and policies adopted thereunder as each and all may now
10 exist or be hereafter amended.

11 5.2.1 For Federally funded Agreements in the amount of \$25,000
12 or more, CONTRACTOR certifies that its officers and/or principals are not
13 debarred or suspended from Federal financial assistance programs and/or
14 activities

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

26 6.2 Subcontracts:

27 CONTRACTOR shall not subcontract for services under this Agreement
28 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents

1 in writing to a subcontract, in no event shall the subcontract alter, in any
2 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
3 be in writing and copies of same shall be provided to ADMINISTRATOR.
4 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
5 require.

6 6.2.1 Subcontracts of \$25,000 or less:

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

15 6.2.2 Subcontracts in excess of \$25,000:

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

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

1 obtaining subcontracts with a total cost in excess of twenty-five thousand
2 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
3 shall obtain ADMINISTRATOR's written consent prior to entering into a
4 subcontract with any organization when the total cumulative cost of services
5 to be provided by that organization is anticipated to exceed twenty-five
6 thousand dollars (\$25,000) during the term of this Agreement.

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

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

19 7.1.1 The form of CONTRACTOR's business organization, i.e.,
20 proprietorship, partnership, corporation, etc.

21 7.1.2 A detailed statement indicating the relationship of
22 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
23 individual.

24 7.1.3 A detailed statement indicating the relationship of
25 CONTRACTOR to any subsidiary business organization or to any individual who
26 may be providing services, supplies, material or equipment to CONTRACTOR or in
27 any manner does business with CONTRACTOR under this Agreement.

28 ///

1 7.2 Change in Form of Business Organization:

2 If during the term of this Agreement the form of CONTRACTOR's
3 business organization changes, or the ownership of CONTRACTOR changes, or
4 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
5 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
6 writing, detailing such changes. A change in the form of business
7 organization may, at COUNTY's sole discretion, be treated as an attempted
8 assignment of rights or delegation of duties of this Agreement.

9 7.3 Real Property Disclosure:

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

15 7.3.1 The location by street address and city of any such real
16 property.

17 7.3.2 The fair market value of any such real property as such
18 value is reflected on the most recently issued County Tax Collector's tax
19 bill.

20 7.3.3 A detailed description of all existing and pending
21 agreements, with respect to the use or occupation of any such real property.
22 Such description shall include, but not be limited to:

23 7.3.3.1 The term duration of any rental, lease or
24 license agreement;

25 7.3.3.2 The amount of monetary consideration to be
26 paid to the lessor or licensor over the term of the rental, lease or license
27 agreement;

28 7.3.3.3 The type and dollar value of any other

1 consideration to be paid to the lessor or licensor; and

2 7.3.3.4 The full names and addresses of all parties
3 to any agreement concerning the real property and a listing of liens (if any)
4 thereof, together with a listing by full names and addresses of all officers,
5 directors and stockholders of any private corporation, and a similar listing
6 of all general and limited partners of any partnership which is a party.

7 7.3.4 A listing by full names of all of CONTRACTOR's officers,
8 directors and/or partners, members of its administrative and advisory boards,
9 staff and consultants, who have any family relationship by marriage or blood
10 with a party to any agreement concerning real property referred to in
11 Subparagraph 7.3.3, immediately above, or who have any present or future
12 financial interest in such person's business, whether the entity concerned is
13 a corporation or partnership. Such listing shall also include the full names
14 of all of CONTRACTOR's officers, directors, partners and those holding a
15 financial interest. Included are members of its advisory boards, members of
16 its staff and consultants, who have any family relationship by marriage or
17 blood to an officer, director, or stockholder of the corporation or to any
18 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
19 also indicate the names of the officers, directors, stockholders, or
20 partner(s), as appropriate, and the family relationship which exists between
21 such person(s) and CONTRACTOR's representatives listed.

22 7.3.5 True and correct copies of all agreements with respect to
23 any such real property shall be appended to the documentation described above
24 and made a part thereof. If, during the term of this Agreement, there is a
25 change in the agreement(s) with respect to real property where persons receive
26 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
27 describing such changes.

28 ///

1 8. NON-DISCRIMINATION

2 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
3 shall not engage nor employ any unlawful discriminatory practices in the
4 admission of CLIENTs, provision of services or benefits, assignment of
5 accommodations, treatment, evaluation, employment of personnel or in any other
6 respect on the basis of race, religious creed, color, national origin,
7 ancestry, physical disability, mental disability, medical condition, genetic
8 information, marital status, sex, gender, gender identity, gender expression,
9 age, sexual orientation, military and veteran status or any other protected
10 group in accordance with the requirements of all applicable Federal or State
11 laws.

12 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
13 meets the lawful and applicable requirements of the U.S. Department of Health
14 and Human Services.

15 8.3 CONTRACTOR shall furnish any and all information requested by
16 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
17 books, records and accounts in order to ascertain CONTRACTOR's compliance with
18 Paragraph 8 et seq.

19 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
20 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
21 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

22 8.5 Non-Discrimination in Employment:

23 8.5.1 All solicitations or advertisements for employees placed
24 by or on behalf of CONTRACTOR shall state that all qualified applicants will
25 receive consideration for employment without regard to race, religious creed,
26 color, national origin, ancestry, physical disability, mental disability,
27 medical condition, genetic information, marital status, sex, gender, gender
28 identity, gender expression, age, sexual orientation, military and veteran

1 status or any other protected group in accordance with the requirements of all
2 applicable Federal or State laws. Notices describing the provisions of the
3 equal opportunity clause shall be posted in a conspicuous place for employees
4 and job applicants.

5 8.5.2 CONTRACTOR shall refer any and all employees desirous of
6 filing a formal discrimination complaint to:

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 95814

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 8.6 Non-Discrimination in Service Delivery:

14 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
15 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
16 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
17 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
18 of the Americans with Disabilities Act of 1990, as amended; California Civil
19 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
20 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
21 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
22 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
23 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
24 and other applicable Federal and State laws, as well as their implementing
25 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
26 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
27 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
28 be hereafter amended. CONTRACTOR shall not implement any administrative

1 methods or procedures which would have a discriminatory effect or which would
 2 violate the California Department of Social Services (CDSS) Manual of Policies
 3 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
 4 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
 5 other legal remedies in accordance with WIC Section 10605, or CGC Sections
 6 11135-11139.5, or any other laws, or the issue may be referred to the
 7 appropriate Federal agency for further compliance action and enforcement of
 8 Subparagraph 8.6 et seq.

9 8.6.2 CONTRACTOR shall provide any and all CLIENTs desirous of
 10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California
 12 Welfare Programs" (PUB 13)

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 U.S. Department of Health and Human Services

Office of Civil Rights
 50 U.N. Plaza, Room 322
 San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Access California Services
 631 S. Brookhurst Street Suite 107
 Anaheim, CA 92804

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

10. NOTICE OF DELAYS

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

1 11. INDEMNIFICATION

2 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
4 State, COUNTY, and their elected and appointed officials, officers, employees,
5 agents and those special districts and agencies which COUNTY's Board of
6 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
7 any claims, demands or liability of any kind or nature, including but not
8 limited to personal injury or property damage, arising from or related to the
9 services, products or other performance provided by CONTRACTOR pursuant to
10 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
11 court of competent jurisdiction because of the concurrent active negligence of
12 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
13 be apportioned as determined by the court. Neither party shall request a jury
14 apportionment.

15 12. INSURANCE

16 12.1 Prior to the provision of services under this Agreement,
17 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
18 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
19 endorsements required herein, necessary to satisfy COUNTY that the insurance
20 provisions of this Agreement have been complied with. CONTRACTOR agrees to
21 keep such insurance coverage, Certificates of Insurance and endorsements on
22 deposit with ADMINISTRATOR during the entire term of this Agreement. In
23 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
24 to this Agreement shall obtain insurance subject to the same terms and
25 conditions as set forth herein for CONTRACTOR.

26 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
27 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
28 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject

1 to the same terms and conditions as set forth herein for CONTRACTOR.
2 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
3 than the level of coverage required by COUNTY from CONTRACTOR under this
4 Agreement. It is the obligation of CONTRACTOR to provide notice of the
5 insurance requirements to every subcontractor and to receive proof of
6 insurance prior to allowing any subcontractor to begin work. Such proof of
7 insurance must be maintained by CONTRACTOR through the entirety of this
8 Agreement for inspection by COUNTY representative(s) at any reasonable time.

9 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
10 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
11 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
12 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
13 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
14 addition to, and without limitation of, any other indemnity provision(s) in
15 the Agreement, agrees to all of the following:

16 12.3.1 In addition to the duty to indemnify and hold COUNTY
17 harmless against any and all liability, claim, demand or suit resulting from
18 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
19 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
20 counsel approved by Board of Supervisors against same; and

21 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
22 absolute and irrespective of any duty to indemnify or hold harmless; and

23 12.3.3 The provisions of California Civil Code Section 2860
24 shall apply to any and all actions to which the duty to defend stated above
25 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
26 CONTRACTOR was an insurer and COUNTY was the insured.

27 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
28 the full term of this Agreement, COUNTY may terminate this Agreement.

1 12.5 Qualified Insurer:

2 12.5.1 Minimum insurance company ratings as determined by the
3 most current edition of the Best's Key Rating Guide/Property-Casualty/United
4 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
5 Category).The policy or policies of insurance required herein must be issued
6 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII
7 (Financial Size Category as determined by the most current edition of the
8 Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is
9 preferred, but not mandatory, that the insurer be licensed to do business in
10 the state of California (California Admitted Carrier).

11 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
12 /VIII, the CEO/Office of Risk Management retains the right to approve or
13 reject a carrier after a review of the company's performance and financial
14 rating.

15 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
16 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory

1	Employer's Liability Insurance	\$1,000,000 per occurrence
2	Network Security & Privacy Liability	\$1,000,000 per claims made
3		
4	Professional Liability Insurance	\$1,000,000 per claims made
5		\$1,000,000 aggregate
6		
7	Sexual Misconduct Liability	\$1,000,000 per occurrence

8 12.8 Required Coverage Forms:

9 12.8.1 Commercial General Liability coverage shall be written on
10 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
11 liability coverage at least as broad.

12 12.8.2 Business Auto Liability coverage shall be written on ISO
13 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
14 coverage at least as broad.

15 12.9 Required Endorsements:

16 12.9.1 Commercial General Liability policy shall contain the
17 following endorsements, which shall accompany the Certificate of Insurance:

18 12.9.1.1 An Additional Insured endorsement using ISO
19 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
20 its elected and appointed officials, officers, agents and employees, as
21 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
22 BY WRITTEN CONTRACT.

23 12.9.1.2 A primary non-contributing endorsement using
24 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
25 CONTRACTOR's insurance is primary and any insurance or self-insurance
26 maintained by the County of Orange shall be excess and non-contributing.

27 12.9.2 The Network Security and Privacy Liability policy shall
28 contain the following endorsements which shall accompany the Certificate of

1 Insurance.

2 12.9.2.1 An Additional Insured endorsement naming the
3 County of Orange, its elected and appointed officials, officers, agents and
4 employees as Additional Insureds for its vicarious liability.

5 12.9.2.2 A primary and non-contributing endorsement
6 evidencing that the CONTRACTOR's insurance is primary and any insurance or
7 self-insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 12.10 The Workers' Compensation policy shall contain a waiver of
10 subrogation endorsement waiving all rights of subrogation against the County
11 of Orange, its elected and appointed officials, officers, agents and employees
12 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13 12.11 All insurance policies required by this Agreement shall waive all
14 rights of subrogation against the County of Orange, its elected and appointed
15 officials, officers, agents and employees when acting within the scope of
16 their appointment or employment.

17 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
18 of any policy cancellation and ten (10) days for non-payment of premium and
19 provide a copy of the cancellation notice to COUNTY. Failure to provide
20 written notice of cancellation may constitute a material breach of the
21 contract, upon which the COUNTY may suspend or terminate this Agreement.

22 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
23 policy, CONTRACTOR shall agree to maintain professional liability coverage for
24 two (2) years following completion of this Agreement.

25 12.14 The Commercial General Liability policy shall contain a
26 severability of interests clause also known as a "separation of insureds"
27 clause (standard in the ISO CG 0001 policy).

28 12.15 Insurance certificates should be mailed to COUNTY at the address

1 indicated in Paragraph 9 of this Agreement.

2 12.16 If CONTRACTOR fails to provide the insurance certificates and
3 endorsements within seven (7) days of notification by CEO/County Procurement
4 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

5 12.17 COUNTY expressly retains the right to require CONTRACTOR to
6 increase or decrease insurance of any of the above insurance types throughout
7 the term of this Agreement. Any increase or decrease in insurance will be as
8 deemed by County of Orange Risk Manager as appropriate to adequately protect
9 COUNTY.

10 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
11 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
12 certificates of insurance and endorsements with COUNTY incorporating such
13 changes within thirty (30) days of receipt of such notice, this Agreement may
14 be in breach without further notice to CONTRACTOR, and COUNTY shall be
15 entitled to all legal remedies.

16 12.19 The procuring of such required policy or policies of insurance
17 shall not be construed to limit CONTRACTOR's liability hereunder nor to
18 fulfill the indemnification provisions and requirements of this Agreement, nor
19 act in any way to reduce the policy coverage and limits available from the
20 insurer.

21 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

22 CONTRACTOR shall report to COUNTY:

23 13.1 Any accident or incident relating to services performed under this
24 Agreement that involves injury or property damage which may result in the
25 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
26 shall be made in writing within twenty-four (24) hours of occurrence.

27 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
28 from or relating to services performed by CONTRACTOR under this Agreement.

1 Such report shall be submitted to COUNTY within twenty-four (24) hours of
2 occurrence.

3 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
4 property. Such report shall be submitted to COUNTY within twenty-four (24)
5 hours of occurrence.

6 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
7 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
8 under the term of this Agreement. Such report shall be submitted to COUNTY
9 within twenty-four (24) hours of occurrence.

10 14. CONFLICT OF INTEREST

11 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
12 any actions or conditions that could result in a conflict with the best
13 interests of COUNTY. This obligation shall apply to CONTRACTOR and
14 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
15 third parties associated with accomplishing the work hereunder.

16 14.2 CONTRACTOR's efforts shall include, but not be limited to,
17 establishing precautions to prevent its employees or agents from making,
18 receiving, providing, or offering gifts, entertainment, payments, loans or
19 other considerations which could be deemed to appear to influence individuals
20 to act contrary to the best interests of COUNTY.

21 15. ANTI-PROSELYTISM PROVISION

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

26 16. SUPPLANTING GOVERNMENT FUNDS

27 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
28 intended for the purposes of this Agreement with any funds made available

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

8 17. EQUIPMENT

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

18 CONTRACTOR further agrees to the following:

19 17.1.1 To maintain all items of Capital Equipment in good
20 working order and condition, normal wear and tear excepted.

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

26 17.1.3 To report in writing to ADMINISTRATOR immediately after
27 discovery, the loss or theft of any items of Capital Equipment. For stolen
28 items, the local law enforcement agency must be contacted and a copy of the

1 police report submitted to ADMINISTRATOR.

2 17.1.4 To purchase a policy or policies of insurance covering
3 loss or damage to any and all Capital Equipment purchased under this
4 Agreement, in the amount of the full replacement value thereof, providing
5 protection against the classification of fire, extended coverage, vandalism,
6 malicious mischief and special extended perils (all risks) covering the
7 parties' interests as they appear.

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

15 17.3 Personal Computer Equipment:

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

24 18. BREACH SANCTIONS

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

1 Agreement:

2 18.1 Afford CONTRACTOR a time period within which to cure the breach,
3 which period shall be established by ADMINISTRATOR; and/or

4 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
5 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
6 later recovery; and/or

7 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
8 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

11 19. PAYMENTS

12 19.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall not
14 exceed the amount of \$~~2,142,900~~1,607,150: the amount of \$~~714,300~~607,150 for
15 October 1, 2017 through September 30, 2018; the amount of \$~~714,300~~500,000 for
16 October 1, 2018 through September 30, 2019; and the amount of \$~~714,300~~500,000
17 for October 1, 2019 through September 30, 2020, or actual allowable costs,
18 whichever is less. This amount shall consist of \$1,500,000 for RSS as
19 described in Exhibit A to this Agreement; and \$~~642,900~~107,150 for RHS, ~~as~~
20 ~~described in Exhibit B to this Agreement.~~

21 19.2 Subparagraphs 19.3 and 19.4 below shall apply only to the
22 provisions of Exhibit A to this Agreement, ~~and do not apply to Exhibit B to~~
23 ~~this Agreement.~~

24 19.3 Allowable Costs:

25 During the term of this Agreement, COUNTY shall pay CONTRACTOR
26 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
27 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by
28 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR

1 for anticipated allowable costs that will be incurred by CONTRACTOR for June
2 2018, June 2019, and June 2010, during the month of such anticipated
3 expenditure.

4 19.4 Claims:

5 19.4.1 CONTRACTOR shall submit monthly claims to be received by
6 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
7 expenses incurred in the preceding month. In the event the twentieth (20th)
8 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
9 claim the next business day. COUNTY holidays include New Year's Day, Martin
10 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
11 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
12 Friday after Thanksgiving, and Christmas Day.

13 19.4.2 All claims must be submitted on a form approved by
14 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
15 source documents with the monthly claim, including, inter alia, a monthly
16 statement of services, general ledgers, supporting journals, time sheets,
17 invoices, canceled checks, receipts and receiving records, some of which may
18 be required to be copied. Source documents that CONTRACTOR must submit shall
19 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
20 shall retain all financial records in accordance with Paragraph 24 (Records,
21 Inspections, and Audits) of this Agreement.

22 19.4.3 Payments should be released by COUNTY within a reasonable
23 time period of approximately thirty (30) days after receipt of a correctly
24 completed claim form and required supporting documentation.

25 19.4.4 Year End and Final Claims:

26 19.4.4.1 CONTRACTOR shall submit a final claim for
27 each fiscal year, October 1 through September 30, covered under the term of
28 this Agreement as stated in Paragraph 1, by no later than November 30th of

1 each corresponding fiscal year. Claims received after November 30th of each
2 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
3 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
4 per each COUNTY fiscal year must be received, upon written notice to
5 CONTRACTOR.

6 19.4.4.2 The basis for final settlement shall be the
7 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
8 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
9 to the maximum obligation of COUNTY. In the event that any overpayment has
10 been made, COUNTY may offset the amount of the overpayment against the final
11 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
12 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
13 Nothing herein shall be construed as limiting the remedies of COUNTY in the
14 event an overpayment has been made.

15 19.4.5 Seventy-Five Percent Expenditure Notification:

16 19.4.5.1 CONTRACTOR shall maintain a system of record
17 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
18 five percent (75%) of the total contract authorizations under this Agreement.
19 Upon occurrence of this event, CONTRACTOR shall send written notification to
20 ADMINISTRATOR.

21 20. OVERPAYMENTS

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

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

7 21. OUTSTANDING DEBT

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

11 22. FINAL REPORT

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

17 23. INDEPENDENT AUDIT

18 23.1 CONTRACTOR shall employ a licensed certified public accountant who
19 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
20 related expenditures during the term of this Agreement in compliance with the
21 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part
22 200, Uniform Administrative Requirements, Cost Principles and Audit
23 Requirements for Federal Awards. The audit must be performed in accordance
24 with generally accepted government auditing standards and Title 2 CFR Part
25 230. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to
26 ensure that corrective action is taken within six (6) months after issuance of
27 all audit reports with regard to audit exceptions.

28 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle

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

9 24. RECORDS, INSPECTIONS AND AUDITS

10 24.1 Financial Records:

11 24.1.1 CONTRACTOR shall prepare and maintain accurate and
12 complete financial records. Financial records shall be retained, by
13 CONTRACTOR, for a minimum of five (5) years from the date of final payment
14 under this Agreement or until all pending COUNTY, State and Federal audits are
15 completed, whichever is later.

16 24.1.2 CONTRACTOR shall establish and maintain reasonable
17 accounting, internal control and financial reporting standards in conformity
18 with generally accepted accounting principles established by the American
19 Institute of Certified Public Accountants and to the satisfaction of
20 ADMINISTRATOR.

21 24.2 Client Records:

22 24.2.1 CONTRACTOR shall prepare and maintain accurate and
23 complete records of CLIENTs served and dates and type of services provided
24 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

25 24.2.2 CONTRACTOR shall keep all COUNTY data provided to
26 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
27 years from the date of final payment under this Agreement or until all pending
28 COUNTY, State and Federal audits are completed, whichever is later. These

1 records shall be stored in Orange County, unless CONTRACTOR requests and
2 COUNTY provides written approval for the right to store the records in another
3 county. Notwithstanding anything to the contrary, upon termination of this
4 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
5 COUNTY in accordance with Subparagraph 42.2.

6 24.2.3 Medical records pertaining to the Refugee Health
7 Assessment Program (RHAP) shall be retained for a minimum of seven years,
8 except for minors whose records shall be kept at least until one year after
9 the minor has reached the age of 18, but in no case less than seven years, as
10 per California Code of regulations, Title 22, Social Security, Division 5,
11 Chapter 7, Article 6, Section 75055.

12 24.2.4 Contract Fiscal records/documents shall be maintained and
13 made available to the State (upon request) for a period of three years from
14 the date of final payment under the specific RHAP agreement.

15 24.2.5 COUNTY may refuse payment for a claim if CLIENT records
16 are determined by COUNTY to be incomplete or inaccurate. In the event CLIENT
17 records are determined to be incomplete or inaccurate after payment has been
18 made, COUNTY may treat such payment as an overpayment within the provisions of
19 this Agreement.

20 24.3 Public Records:

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

25 24.4 Inspections and Audits:

26 24.4.1 The U.S. Department of Health and Human Services,
27 Comptroller General of the United States, Director of CDSS, State Auditor-
28 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit

1 Department, or any of their authorized representatives, shall have access to
2 any books, documents, papers and records, including medical records, of
3 CONTRACTOR which any of them may determine to be pertinent to this Agreement
4 for the purpose of financial monitoring. Further, all the above mentioned
5 persons have the right at all reasonable times to inspect or otherwise
6 evaluate the work performed or being performed under this Agreement and the
7 premises in which it is being performed.

8 24.4.2 CONTRACTOR shall make its books and financial records
9 available within the borders of Orange County within ten (10) days of receipt
10 of written demand by ADMINISTRATOR.

11 24.4.3 In the event CONTRACTOR does not make available its books
12 and financial records within the borders of Orange County, CONTRACTOR agrees
13 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
14 designee, necessary to obtain CONTRACTOR's books and financial records.

15 24.4.4 CONTRACTOR shall pay to COUNTY the full amount of
16 COUNTY's liability to the State or Federal government or any agency thereof
17 resulting from any disallowances or other audit exceptions to the extent that
18 such liability is attributable to CONTRACTOR's failure to perform under this
19 Agreement.

20 24.5 Evaluation Studies:

21 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
22 research and/or evaluative studies designed to show the effectiveness and/or
23 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
24 project.

25 25. PERSONNEL DISCLOSURE

26 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
27 all personnel providing services hereunder, including résumés and job
28 applications. Changes to the list will be immediately provided to

1 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
2 application. The list shall include:

3 25.1.1 Names and dates of birth of all full or part-time
4 personnel by title, including volunteer personnel, whose direct services are
5 required to provide the programs described herein;

6 25.1.2 A brief description of the functions of each position and
7 the hours each person works each week; or for part-time personnel, each day or
8 month, as appropriate;

9 25.1.3 The professional degree, if applicable, and experience
10 required for each position; and

11 25.1.4 The language skill, if applicable, for all personnel.

12 25.2 Where authorized by law, CONTRACTOR's employment applications
13 shall require applicants to provide detailed information regarding the
14 conviction of a crime by any court, for offenses other than minor traffic
15 offenses. Information not disclosed in the employment application discovered
16 subsequent to the hiring or promotion of any applicant shall be cause for
17 termination of that employee from the performance of services under this
18 Agreement.

19 25.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
20 COUNTY, a clearance on the following public websites the names and dates of
21 birth for all employees and/or volunteers who will have direct, interactive
22 contact with CLIENTs served through this Agreement: U.S. Department of Justice
23 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
24 Registry (www.meganslaw.ca.gov).

25 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
26 COUNTY, a criminal record background check on all employees (direct service
27 and administrative) funded through this Agreement and also all non-funded
28 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,

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

6 25.5 In the event a record is revealed through the processes described
7 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with
8 CONTRACTOR on appropriateness of personnel providing services through this
9 Agreement.

10 25.6 CONTRACTOR warrants that all persons employed or otherwise
11 assigned by CONTRACTOR to provide services under this Agreement have
12 satisfactory past work records and/or reference checks indicating their
13 ability to perform the required duties and accept the kind of responsibility
14 anticipated under this Agreement. CONTRACTOR shall maintain records of
15 background investigations and reference checks undertaken and coordinated by
16 CONTRACTOR for each employee and/or volunteer assigned to provide services
17 under this Agreement for a minimum of five (5) years from the date of final
18 payment under this Agreement or until all pending COUNTY, State and Federal
19 audits are completed, whichever is later, in compliance with all applicable
20 laws.

21 25.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
22 arrest and/or subsequent conviction, for offenses other than minor traffic
23 offenses, of any paid employee and/or volunteer staff performing services
24 under this Agreement, when such information becomes known to CONTRACTOR.
25 ADMINISTRATOR may determine whether such employee and/or volunteer may
26 continue to provide services under this Agreement and shall provide notice of
27 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
28 with ADMINISTRATOR's decision shall be deemed a material breach of this

1 Agreement, pursuant to Paragraph 18 above.

2 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
3 staff performing work hereunder and any proposed changes in CONTRACTOR's
4 staff.

5 25.9 COUNTY shall have the right to require CONTRACTOR to remove any
6 employee from the performance of services under this Agreement. At the
7 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

8 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
9 terminated for cause from working on this Agreement.

10 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
11 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
12 work in accordance with the terms and conditions of this Agreement.

13 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 regulations pertaining to the eligibility for employment of any persons
2 performing work under this Agreement.

3 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

4 27.1 In order to comply with child support enforcement requirements of
5 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
6 of the award of this Agreement:

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

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

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

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

19 27.2 The failure of CONTRACTOR to timely submit the data or
20 certifications required by subsections (a), (b), (c), or (d), or to comply
21 with all Federal and State employee reporting requirements for child support
22 enforcement or to comply with all lawfully served Wage and Earnings Assignment
23 Orders and Notices of Assignment shall constitute a material breach of this
24 Agreement, and failure to cure such breach within sixty (60) calendar days of
25 notice from COUNTY shall constitute grounds for termination of this Agreement.

26 27.3 It is expressly understood that this data will be transmitted to
27 governmental agencies charged with the establishment and enforcement of child
28 support orders, and for no other purpose.

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2 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

14 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

20 30. CONFIDENTIALITY

21 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
22 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
23 and all other provisions of law, and regulations promulgated thereunder
24 relating to privacy and confidentiality, as each may now exist or be hereafter
25 amended.

26 30.2 All records and information concerning any and all persons
27 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
28 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,

1 agents, and subcontractors. CONTRACTOR shall require all of its employees,
2 volunteers, agents, subcontractors and partners who may provide services for
3 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before
4 commencing the provision of any such services, to maintain the confidentiality
5 of any and all materials and information with which they may come into
6 contact, or the identities or any identifying characteristics or information
7 with respect to any and all participants referred to CONTRACTOR by COUNTY,
8 except as may be required to provide services under this Agreement or to those
9 specified in this Agreement as having the capacity to audit CONTRACTOR, and as
10 to the latter, only during such audit. CONTRACTOR shall comply with any audits
11 specified in Paragraph 24, provide reports and any other information required
12 by COUNTY in the administration of this Agreement, and as otherwise permitted
13 by law.

14 30.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
15 subcontractors and partners of this provision and that any person violating
16 the provisions of said California state law may be guilty of a crime.

17 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
18 be subject to the confidentiality requirements of this Agreement.

19 31. COPYRIGHT ACCESS

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

24 32. WAIVER

25 No delay or omission by either party hereto to exercise any right or
26 power accruing upon any noncompliance or default by the other party with
27 respect to any of the terms of this Agreement shall impair any such right or
28 power or be construed to be a waiver thereof. A waiver by either of the

1 parties hereto of any of the covenants, conditions, or agreements to be
2 performed by the other shall not be construed to be a waiver of any succeeding
3 breach thereof or of any other covenant, condition or agreement herein
4 contained.

5 33. PETTY CASH

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

8 34. PUBLICITY

9 34.1 Information and solicitations, prepared and released by
10 CONTRACTOR, concerning the services provided under this Agreement shall state
11 that the program, wholly or in part, is funded through COUNTY, State and
12 Federal government.

13 34.2 CONTRACTOR shall not disclose any details in connection with this
14 Agreement to any person or entity except as may be otherwise provided
15 hereunder or required by law. However, in recognizing CONTRACTOR's need to
16 identify its services and related CLIENTs to sustain itself, COUNTY shall not
17 inhibit CONTRACTOR from publishing its role under this Agreement within the
18 following conditions:

19 34.2.1 CONTRACTOR shall develop all publicity material in a
20 professional manner; and

21 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
22 and shall not authorize another to, publish or disseminate any commercial
23 advertisements, press releases, feature articles, or other materials using the
24 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
25 unreasonably withhold written consent.

26 34.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
27 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
28 including commercial advertisement, promotional purposes, announcements,

