

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

This contract, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Intelegy, a California Corporation (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County provides Medi-Cal benefits and services to approximately 11,000 eligible consumers monthly within the County; and

WHEREAS, the County is part of the statewide implementation to provide access to consumers who apply for health coverage under the Affordable Health Act; and

WHEREAS, the County anticipates an increase in Medi-Cal eligible consumers of approximately thirty percent (30%) due to the implementation of the Affordable Health Care Act effective January 1, 2014; and

WHEREAS, the County estimates an average of one hundred and seventy (170) additional CalWIN consortium calls (state-wide calls) per month through the use of a county-run health insurance exchange call center beginning in October 2013; and

WHEREAS, the County anticipates hiring additional County employees to support the call center; and

WHEREAS, the County has a need for professional services to provide consultation on a County-run state health insurance exchange call center to ensure consumers are informed and receive health insurance benefits they are eligible to, more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Contractor is specifically trained, experienced, and competent to perform such special services; and

WHEREAS, this Contract is let in accordance with California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Section 23-600.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Scope of Services. Contractor agrees to provide Scope of Services set out in Exhibit A, attached hereto and incorporated herein by reference.
2. Compensation and Billing. County shall compensate Contractor for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.

- 3. Effective Date and Duration. The effective date and duration of this contract shall be specified on Exhibit C, attached hereto and incorporated herein by reference.
- 4. General Conditions. Contractor and County shall comply with all applicable provisions of the General Conditions in Exhibit D, attached hereto and incorporated herein by reference.
- 5. Special Conditions. Contractor and County shall comply with all applicable provisions of the Special Conditions in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year herein set forth below.

CONTRACTOR

Intelegy Corporation, a California Corporation.



 Vail Dutto, Chief Executive Officer

4/22/2013

 Date



 Suzanne Ehler, Assistant Secretary

4 | 22 | 2013

 Date

COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

By: _____
 Chair, Board of Supervisors

Dated: _____

ATTEST

By: _____
 County Clerk and Ex-Officio Clerk
 of the Board of Supervisors

Dated: _____

COUNTY OF SAN LUIS OBISPO
COUNTY COUNSEL

Approved as to form and legal effect.

COUNTY COUNSEL
RITA L. NEAL



 Deputy County Counsel

4/8/13

 Dated:

EXHIBIT A

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

1. Scope of Services:

Contractor, in coordination with the assigned County Project Manager, will provide project management support and consulting services for the design, procurement, implementation and post-implementation of the County-run state health insurance exchange call center. Services are proposed in three (3) phases: 1) Strategy and Plan, 2) Design Procurement and Implementation, and 3) Launch Support. Contractor will work both on and off-site to support the work provided to the County.

2. Service Specifications:

Contractor will provide the following special services:

a. Strategy and Plan (Phase I)

Meet with County staff to define strategy and plan management support activities including understanding the local role of the County Call Center and the function of assigned and support staff. Activities include but are not limited to:

- 1) Participate in defining the County Call Center role in supporting the Covered California transfers (i.e., exchange healthcare calls).
- 2) Document high level processes as they relate to the transfer calls including handling enrollment, hand-offs and escalations.
- 3) Identify County Call Center volume of calls and subsequent staffing needs.
- 4) Identify telecommunications and technology needs to support the County Call Center.
- 5) Review facility plans and location; facilitate enhancements as required.
- 6) Identify language requirements and the necessity for any language services.
- 7) Identify training needs to support process and service objectives and transition of case workers to a County Call Center environment.
- 8) Make recommendations for a customer-focused Call Center environment.

- 9) Perform ad-hoc tasks as agreed upon by Contractor and County Project Management.

b. Call Center Design, Procurement and Implementation (Phase II)

Develop and document a detailed project plan and associated committee workgroups for the County Call Center design and implementation. Contractor will utilize the baseline project plan developed during the County Call Center Strategy & Plan phase to start the project. Activities include, but are not limited to:

- 1) Provide input and guidance on the utilization of the project plan. Maintain responsibility for consolidating and updating ongoing project plans to ensure timely completion of all related tasks.
- 2) Coordinate weekly implementation meetings, ensure the project plan is updated and communicated to all participants.
- 3) Identify and develop necessary committee workgroups and ensure meetings are conducted and the dependencies and information flow between subcommittees is communicated.
- 4) Organize and facilitate a committee kick off presentation/meeting that includes identifying the ongoing roles and responsibilities of the committee members.
- 5) Provide committee executive oversight comprised of executive sponsors, directors, key managers and committee leads.
- 6) Ensure procurement of technical infrastructure (hardware, software, network/connectivity equipment) required to support County Call Center based on committee recommendations.
- 7) Develop and deliver necessary reports to communicate requirements and resources necessary for programming and testing.
- 8) Develop County Call Center operating processes that include call handling, after-call work processes, scheduling, roles and responsibilities for staff, hours of operation and any other identified business process required to operate the County Call Center.
- 9) In conjunction with County, develop and conduct Call Center training curriculum that includes customer service skills enhancement and County Call Center operation expectations.
- 10) Prepare and facilitate technology and business processes with scripted, staged phone calls to establish staff and technology readiness.

- 10) Perform ad-hoc tasks as agreed upon by Contractor and County Project Management.

c. Training and Post-Launch (Phase III)

Provide county on-site support for training activities that include planning for and conducting training using County Call Center equipment, technology and facility location to assess effectiveness of resources. All ERS staff should be fully trained and ready to answer Call Center calls on October 1, 2013

- 1) Train up to fifty (50) Employment Resource Specialists (ERS) who will be prepared to provide accurate and timely County Call Center service to consumers inquiring into healthcare options.
- 2) Provide a train-the-trainer session for identified County staff designed to provide knowledge and resources to train future County Call Center staff.

Summary of InTelegy Lead Training Schedule:

Training Class	Class size	Days/Class	InTelegy Training
Call Center: ERS Staff - CalFresh, Medi-Cal, CalWORKs Estimated 50 ERS to receive training	Max 25 participants per class (each class must include one supervisor)	2 classes/each 1 day	InTelegy to provide 2 classes of 25 each
Total Days- Eligibility Training			2 days
Call Center Supervisor- CalFresh, Medi-Cal, CalWORKs Estimated 13	Max 15 participants	.5 days (1/2 day) 1 class required	InTelegy to provide 1 class
Total Days- ERS and Supervisor Training			2.5 day

- 3) Perform ad-hoc tasks as agreed upon by Contractor and County Project Management.

3. Performance Outcomes:

Task	FY 2012/2013	FY 2013/2014
Project Management		
<ul style="list-style-type: none"> • Provide continuous Project Management support with the County Project Manager • Identify risks and issues, suggest alternative solutions and report on both items weekly • Provide project progress reports for management • Monitor/Report County Work Plan 	04/2013–06/2013	7/2013 -01/2014

Task	FY 2012/2013	FY 2013/2014
Progress weekly		
Strategy and Plan (Phase I) <ul style="list-style-type: none"> • Review business objectives and define role of County Call Center • Validate workload volume • Identify available physical and human resources for project and determine if there are other needs • Establish implementation timeline for County Call Center • Monitor/Report County progress weekly 	04/2013–06/2013	n/a
Design, Procurement and Implementation (Phase II) <ul style="list-style-type: none"> • Develop/Implement detailed project plan and establish necessary work groups • Review current models and help develop and document County business processes/procedures and associated changes • Coordinate weekly meetings to ensure tasks are being completed timely and on budget • Ensure all committee meetings are conducted and dependencies and information flow between committees is communicated • Assess technology needs for staff County Call Center workstations • Provide executive oversight and steering of design and committee work • Monitor/Report County progress weekly 	n/a	07/2013–11/2013
Training and Post-Launch (Phase III) <ul style="list-style-type: none"> • Provide on-site training • Work with County Project Manager and ensure project plan is meeting needs of staff and end users • Work with County Project Manager to update processes as needed • Monitor/Report County Progress weekly 	n/a	11/2013-01/2014

EXHIBIT B

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Compensation and Billing

1. Compensation: County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this contract, the following sum(s) in the following manner:
 - a. The total payable under the terms of this contract shall not exceed one hundred fifty one thousand nine hundred and thirty five dollars (\$151,935), pursuant to the project budget and budget narrative in Exhibit B-1, which is incorporated herein by reference.
 - b. Contractor shall submit to the County, by the 10th of each month an itemized statement/invoice of services performed during that preceding period. The invoice shall include a monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. **Please use the last date of the service period as the invoice date.** All fiscal reports and billing shall be submitted to Accounts Payable Unit, Department of Social Services, P.O. Box 8119, San Luis Obispo, CA 93403-8119.
 - c. The compensation shall be paid within fifteen (15) days after the receipt of an itemized statement from Contractor.
2. Budget Adjustments:
 - a. The Director of Social Services (Director) must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract.
 - b. The Board of Supervisors expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this contract or any other burden of the County under this contract.
 - c. Contractor must submit for approval to Director or designee all proposed budget adjustments to reallocate funds among line items in excess of twenty five percent (25%) of the total line item amount within the budget categories contained in Exhibit B-1.

EXHIBIT B-1

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES
PROJECT BUDGET FY 2012-2013 and 2013-2014

AGENCY: Intellegy Corporation
GRANT CONTACT PERSON: Janine Burkland, Business Development
PHONE: (925) 683-9392
PROJECT: Participant Services Call Center
PROJECT BUDGET: \$151,935

BUDGET

1A. Intellegy Consulting Line-item Budget

<u>LINE ITEM</u>	<u>AMOUNT</u>		TOTAL
	FY 2012-2013	FY 2013-2014	
Project Management	\$29,400	\$ 21,000	\$ 50,400
Consulting	\$10,500	\$ 62,160	\$ 72,660
Travel*	\$ 4,200	\$ 16,800	\$ 21,000
Training	\$.00	\$ 7,875	\$ 7,875
TOTAL PROGRAM COSTS	<u>\$44,100</u>	<u>\$107,835</u>	<u>\$151,935</u>

* See Exhibit E and Exhibit E-1 for travel reimbursement rates.

1B. Intellegy Consulting Narrative Budget

- 1) Project Management –
 - Phase I - 140 hours @ \$210/hr
Service to include: defining desired client experience; call center volume analysis; review facilities; telecommunications; technology; operations needs; prepare and deliver recommendation document
 - Phase II – 100 hours @ \$210/hr
Service to include: overall project coordination; documentation; recommendation
- 2) Consulting (budget for 1 month consulting in FY 12-13 and remaining in FY 13-14) -
 - Phase II: - 250 hours @ \$210/hr (50 hrs/month)
 - Phase III – 96 hours @ \$210/hr (32 hrs/month)
Services to include: project plan development and ensuring of adherence; committee guidance (Executive Oversight and Steering, Call Center Technology, Call Center processes and training); telecommunications and technology selection; training curriculum development

- 3) Travel –
Phase I – 1 site visit (3 days/2 nights) @\$1,400 each
Phase II – 10 site visits (3 days/2 nights per site visit) @ \$1,400 each
Phase III - 3 site visits (3 days/2 nights per site visit) @ \$1,400 each
Training - 1 site visit (3 days/2 nights per site visit) @ \$1,400 each

- 4) Training –
ERS Training 2 days @ \$3,000/day
Supervisory Training .5 days @ \$1,875

EXHIBIT C

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Effective Date and Duration

1. Effective Date: The effective date of this contract is April 1, 2013. The County of San Luis Obispo shall be the last to sign this contract and any amendments thereto. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.
2. Term: Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until January 30, 2014.

EXHIBIT D

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

General Conditions

1. Independent Contractor.

Contractor is an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership, or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise direction or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No eligibility for fringe benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provisions of Services.

The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the Federal, State, and Local laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor – Compliance with all Laws.

The Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations, made pursuant to such laws, which in any way affect the conduct of work under this contract. If any conflict arises between provisions of the scope of work or specifications in this contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, contractor represents and warrants that it is and will remain, throughout the term of this contract, either a duly organized, validly existing

California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Non-Assignment of Contract.

Inasmuch as this contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

7. Entire Agreement and Modifications.

This contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this contract and no others.

8. Governing Law.

This contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

9. Equipment and Supplies.

Unless otherwise precluded by local, State or Federal statute or regulation, if the project budget for this project includes purchase of any equipment or supplies which have a useful life exceeding beyond the termination date of this project, the Contractor agrees that said equipment and supplies will be transferred over to the County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by the Contractor utilizing the same equipment and/or supplies.

10. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

11. Severability.

The Contractor agrees that if any provision of this contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

12. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

13. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Leland Collins, Director
Department of Social Services
P.O. Box 8119
San Luis Obispo, CA 93403

and to the Contractor at:

Vail Dutto, President and Chief Executive Officer
Intelegy Corporation
PO Box 2578
Danville CA 94506

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; three (3) in the case of mailing, on the third business day following posting.

14. Headings.

The headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

15. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this contract, and the person signing this contract warrants that he/she has been properly authorized and empowered to enter into this contract.

16. Indemnification.

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

17. Insurance.

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best & Co. rating of A VII or above, unless exception is granted by San Luis Obispo County Risk Management Office, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.

a. Scope and Limits of Required Insurance Policies

- 1) Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - b) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self-insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

- c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
- 2) Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (Form CA 0001) with policy limits of no less than one million dollars (1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
- 3) Workers' Compensation/Employer's Liability Insurance.
 - a) Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - (1) Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract.
 - (2) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.
 - b) Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- b. Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.
- c. Documentation. Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County of San Luis Obispo properly executed certificates of insurance clearly evidencing the coverage, limits,

and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

- d. Absence of Insurance Coverage. County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.

18. Non-appropriation of Funds.

In the event that the term of this contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this contract have not been appropriated or provided, this contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this contract, and the Contractor shall not be obligated to perform any provisions of this contract or to provide services intended to be funded pursuant to this contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this contract with no liability to the County or offer a contract amendment to the Contractor to reflect the reduced amount.

19. Force Majeure.

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this contract.

20. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook* (Handbook), which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. In addition, Contractor shall adhere to the Cost Principles as described in the Office of Management and Budget (OMB) Circulars A-21, A-87, and/or A-122. If there is any conflict between the

requirements or standards of the Handbook and the requirements or standards of the OMB Circulars, Contractor shall comply with the more stringent of the two. Contractor shall require subcontractors to adhere to the Handbook/OMB for any services funded through this contract, unless otherwise agreed upon in writing by County.

- a. The Handbook is available at <http://www.slocounty.ca.gov/AC/> under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408.
- b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

21. State Audit.

Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

22. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

23. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of sections 1090, et.seq., and 87100, et. seq., of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this contract. Contractor agrees to comply with applicable requirements of Government Code section 87100, et. seq., during the term of this contract.

24. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this contract are in compliance with IRCA.

25. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

26. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

EXHIBIT E

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICE

Special Conditions1. Past Services Included.

The County Board of Supervisors specifically acknowledges that in anticipation of this contract services within the scope of this contract may have been rendered from April 1, 2013 to the date the Board of Supervisors executed this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this contract.

2. Accounting for Travel and Lodging.

In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for County employees on official business, Exhibit E-1.

3. Record keeping and reporting of services.

Contractor shall:

- a. Keep complete and accurate records for each client served pursuant to this contract, which shall include, but not be limited to, performance measures, evaluation studies, and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.
- b. Contractor shall submit program/service reports quarterly to County by the 20th of the month succeeding the quarter with which the report is concerned. Contractor is encouraged to use the reporting form provided by the County. The report shall describe the goals for the services being performed, a means to measure them, progress in meeting the goals, major incidents, and anticipated obstacles in achieving performance goals in the future. Reports shall be submitted to Trish Avery Caldwell, Department of Social Services, P.O. Box 8119, San Luis Obispo CA 93403-8119.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Social Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of services to clients at economical costs.

5. Power to Terminate.

The Director of the County Department of Social Services may effectuate termination of this contract without the need for action, approval, or ratification by the Board of Supervisors.

6. Termination for Cause.

- a. If the County determines there has been a material breach of this contract by Contractor that poses a threat to health and safety, the County may immediately terminate the contract. In addition, if any of the following occur, County shall have the right to terminate this contract effective immediately upon giving written notice to the Contractor:
 - 1) Contractor fails to perform its duties to the satisfaction of the County; or
 - 2) Contractor fails to fulfill in a timely and professional manner its obligations under this contract; or
 - 3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - 4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - 5) Contractor has not, to the satisfaction of the County, documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payers or Federal or State funding agencies; or
 - 6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
- b. All obligations to provide services shall automatically terminate on the effective date of termination.

- c. For all other material breaches of this contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this contract.
- d. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

Either party may terminate this contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

8. Warranty of Contractor re: Facilities.

Contractor shall obtain and maintain for the duration of this contract, appropriate licenses, permits and certificates required by all local State and Federal mandates applicable to the facilities used for performance of this contract.

9. Compliance re: Social Service Laws.

- a. Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of client records.
- b. Contractor acknowledges that breach of Welfare and Institutions Code Sections 827 and 10850 may be a criminal offense. Persons under Contractor's supervision shall not have access to client records until he/she has received training in confidentiality and has signed an oath to protect confidentiality of client records and juvenile court records.

10. Compliance re: Nondiscrimination.

a. State of California, Social Services Policy Compliance.

- 1) Contractor specifically agrees to comply with California Department of Social Services Manual of Policy and Procedures section 21-100, available at www.dss.cahwnet.gov/getinfo/pdf/3cfeman.pdf.
- 2) The purpose of said policy is to effectuate the provisions of the following laws: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title II of the Americans With Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended; and California Civil Code, section 51, et seq., as amended; California Government Code, section 11135, et seq., as amended; and California Government Code, section 4450; and other applicable Federal and State laws and their implementing regulations to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

Administrative methods/procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of the regulations, are prohibited.

- 3) Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws, rules and regulations. The data elements specifically required by this section refer to primary language and ethnic groups of participants/applicants. California Department of Social Services (CDSS), federal government personnel, and the County reserve the right to review records, books and accounts as needed to ascertain compliance and reserve the right to pursue legal remedy and/or sanction for compliance failures.
- b. No Discrimination in Level of Services. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this contract receive the same level of services as provided to all other clients served regardless of status or source of funding.
- c. Bilingual Accessibility. Contractor shall ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population and individuals with disabilities. The provision of

bilingual/interpretive services shall be offered for each location whose non-English language cases equal or exceed five percent of the total cases for each program or location. The provision of bilingual /interpretive services shall be prompt without undue delay.

11. Training Program.

Contractor will maintain active in-service and other training programs as provided in Title XXII of the California Code of Regulations, Health Information Portability and Accountability Act, and other appropriate regulations, and as required.

12. Client Grievance Process.

Contractor shall establish a grievance process for clients served under this contract. All clients must be advised of the process with written material readily available upon request.

13. California Title 24. Energy Standards.

Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.

14. Compliance re: Environmental Laws.

For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. section 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).

15. Disentanglement.

Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.

EXHIBIT E-1

CONTRACT BETWEEN
INTELEGY CORPORATION
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

GUIDELINE TO MILEAGE REIMBURSEMENT RATES

The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2013 is \$.565 per mile.

GUIDELINES TO MEAL AND HOTEL/MOTEL RATES

The following travel reimbursement rates are effective as of February 6, 2007, for all individuals traveling under the County Travel Policy. These rates shall remain in effect until modified by the Auditor-Controller:

MEALS

Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

Breakfast	\$12.00
Lunch	\$15.00
Dinner	\$27.00

The County is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

<u>Meal</u>	<u>Travel must:</u>	<u>begin before</u>	<u>or</u>	<u>end after</u>
Breakfast		7:00 a.m.		8:00 a.m.
Lunch		11:00 a.m.		1:00 p.m.
Dinner		5:00 p.m.		6:00 p.m.

Under special circumstances, reimbursement may be allowed for costs exceeding these guidelines, provided written justification and documentation are submitted and approved by the Auditor-Controller. For conferences, seminars or conventions the documentation must be materials from the event sponsor.

HOTEL/MOTEL RATES

The maximum room rates allowed in any area within California for an individual on official County business as described in the Travel Policy are as follows:

- a. Single room rate - \$150.00 plus tax and parking.
- b. Double or multiple room rates - \$200.00 plus tax and parking. This rate is applicable only when all individuals sharing the room are authorized personnel eligible for reimbursement.
- c. High Cost Area - \$190.00** (Single occupancy)

**High cost areas (See page 2 of 2)

In order to save time and local transportation and parking costs, this rate may also be appropriate for employees staying at conference host hotels.

Employees shall seek, and shall be reimbursed for, accommodations that are of good quality and in reasonable proximity to the place where the employee is to conduct County business. Reimbursement will not be made for luxury accommodations.

LODGING HIGH COST AREAS

<u>AREA/CITY</u>	<u>INCLUDES THESE CITIES & SPECIFIC DATES</u>
Alameda County:	Oakland, San Leandro, Berkeley
Contra Costa County:	Concord, Martinez, Richmond
LA Coastal:	Malibu, Santa Monica, Redondo Beach, Manhattan Beach, Palos Verdes area
LA Downtown:	Wilshire Blvd, Santa Monica Blvd area
Marin County:	San Rafael, Sausalito, Novato
Napa County:	Napa, Calistoga
Monterey Coastal:	Carmel, Carmel Valley, Monterey (May-October)
Orange County Coastal:	Long Beach, Huntington Beach, Laguna Beach, Newport Beach, Costa Mesa, Dana Point, San Clemente
Palm Springs:	(January-May)
San Diego Co. Coastal:	San Diego, Coronado, La Jolla, Carlsbad, Oceanside, Encinitas
San Francisco Bay:	San Francisco, Half Moon Bay, San Mateo, Redwood City
Santa Barbara	
Santa Clara Area:	Palo Alto, Mountain View, Sunnyvale, San Jose, Los Altos, Menlo Park
Santa Cruz	
South Lake Tahoe:	(June-August)
Yosemite:	Fish Camp (May-Sept)

Areas Outside California

Boston, Cambridge
 Chicago
 Jackson Hole, Wy.
 New York City
 Philadelphia
 Seattle
 Washington DC
 Alexandria, Va.
 Prince George, Md.