

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.33
(ID # 30440)**

MEETING DATE:

Tuesday, June 02, 2026

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve Agreement No. DPSS-0005612 with County Welfare Directors Association of California (CWDA) for County Subject Matter Expertise (SME) work related to the California Healthcare Eligibility, Enrollment and Retention System (CalHEERS) Project, effective upon execution through June 30, 2029, for a total aggregate of \$835,000. All Districts; [Total Revenue \$835,000 with up to \$167,000 in additional compensation; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement No. DPSS-0005612 with the County Welfare Directors Association of California (CWDA), to provide County Subject Matter Expertise work related to the California Healthcare Eligibility, Enrollment and Retention System (CalHEERS) Project, for a total aggregate amount not to exceed \$835,000 effective upon execution through June 30, 2029.
2. Authorize the Director of the Department of Public Social Services, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel to sign (a) sign amendments that make modifications to the Scope of Services that stay within the intent of the agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate amount of the Agreement.
3. Authorize the Director of the Department of Public Social Services, or designee, to sign any required documents from the County Welfare Directors Association of California, to receive and administer the funds under the Agreement No. DPSS-0005612.

ACTION:Policy



Charity Douglas, DPSS Director

5/16/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 2, 2026
xc: DPSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 40,000	\$ 255,000	\$ 835,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State 100%			Budget Adjustment:	N/A
			For Fiscal Year:	25/26-28/29

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County Welfare Directors Association of California (CWDA) is a non-profit association representing the human services directors from each of California's 58 counties and is an affiliate member of the California State Association of Counties.

The California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS) is the State of California's integrated, web-based platform that administers eligibility, enrollment, and retention functions for health insurance programs established under the Affordable Care Act of 2010 (ACA). In compliance with federal health care reform requirements mandating the creation of state Health Benefit Exchanges, California launched the CalHEERS Project in June 2012, with the system becoming operational on October 1, 2013. The initiative was jointly sponsored by Covered California and the California Department of Health Care Services (DHCS), with support from thirteen participating program partners.

CalHEERS serves as a foundational enterprise system supporting the operational and business needs of both Covered California and DHCS. It enables consumer account creation, application intake, eligibility determination, and health plan selection across multiple insurance affordability programs. Through its Electronic Health Information Transfer (eHIT) interface, CalHEERS exchanges data with the California Statewide Automated Welfare Systems (CalSAWS) to facilitate eligibility, enrollment, and reporting for Modified Adjusted Gross Income (MAGI) Medi-Cal. The system also provides data to assist in evaluating potential eligibility for additional state-administered social services programs.

CWDA requested Riverside County provide a CalHEERS subject matter expert liaison to function as the central liaison between CWDA, county agencies, and state partners across all CalHEERS-related initiatives. The liaison ensures consistent communication, alignment of priorities, and effective representation of county operational and policy interests within statewide governance structures. The liaison collaborates closely with DHCS, California Health and Human Services Agency Office of Technology and Solutions Integration (OTSI), CalSAWS, and CalHEERS leadership to integrate county requirements into system planning, development, and maintenance while supporting compliance with federal and state mandates.

The liaison engages regularly with county staff to assess evolving business needs, system performance, and operational impacts, providing continuous feedback to project teams.

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Additional responsibilities include monitoring service levels, addressing county concerns through established governance pathways, and ensuring that county-driven functional requirements are incorporated into decision-making processes. Through these efforts, the liaison strengthens coordination between counties and the State and contributes to the effective delivery and ongoing improvement of CalHEERS-related services.

This agreement will fund one full-time equivalent (FTE) employee and is effective upon execution through June 30, 2029.

Impact on Residents and Businesses

As the consolidated eligibility and enrollment platform for Covered California, Medi-Cal, and related programs, CalHEERS streamlines consumer access to health coverage by allowing individuals and small businesses to research, compare, and obtain qualified health plans through an integrated digital platform. The system supports the full lifecycle of eligibility and enrollment activities for all programs offered through California’s Health Benefit Exchange, reinforcing the state’s commitment to accessible, efficient, and consumer-centered health coverage.

Additional Fiscal Information

This is 100% State funded. Below is the breakdown of the budget:

Agreement No. DPSS-0005612 for one (1) Business Process Manager FTE; Term upon execution – June 30, 2029.

State FY	Upon Execution – 6/30/2026	FY 26/27	FY 27/28	FY 28/29
Months	2 Months	12 Months	12 Months	12 Months
Base Salary				
Benefits				
Totals	\$40,000	\$255,000	\$265,000	\$275,000
Core Term Total				\$835,000

ATTACHMENTS:

ATTACHMENT A Agreement No. DPSS-0005612 CWDA CalHEERS Principal Liaison - Executive


Stacey Pena, EO Management Analyst 5/20/2026


Gregg Gu, Chief of Deputy County Counsel 5/15/2026

AGREEMENT DPSS-0005612 BETWEEN THE COUNTY OF RIVERSIDE AND THE COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA FOR THE PROVISION OF SERVICES TO WORK ON THE CALHEERS PROJECT

This Agreement is entered into between the County of Riverside, a political subdivision of the State of California ("County" or "Contractor") and the County Welfare Directors Association (CWDA) of California, a California corporation ("Association") for the purpose of providing to the Association a County of Riverside employee to work on the California Healthcare Eligibility and Enrollment Retention System (CalHEERS) project ("Project"). For the purposes of this Agreement, CalHEERS is a statewide computer system that allows California residents to apply for and enroll in health insurance plans through the California Health Benefit Exchange.

RECITALS

WHEREAS, CWDA is contracted with the California Health and Human Services Agency, Office of Technology and Solutions Integration, hereinafter referred to as the "CalHHS OTSI", "OTSI", or the "State" to provide subject matter expertise on county business processes, assess the impacts for proposed changes to county workflows, and leads engagement with county business partners for CalHEERS Project; and

WHEREAS, CWDA is in need of a Principal Liaison-Executive ("County Employee") to ensure that the CWDA and the California counties' interests and business processes are represented in the development and implementation of the CalHEERS Project; and

WHEREAS, the Scope Of Work (SOW) of this Agreement is governed by and incorporates by reference the terms and conditions of the General Terms and Conditions (GTC) 02/2025 (referred to herein as the "General Terms and Conditions"); and

WHEREAS, CWDA recognizes that DPSS's personnel has the subject matter expertise required to advise on the scope of work in this agreement, and where DPSS has agreed to provide subject matter expertise as a Principal Liaison-Executive in exchange for payroll reimbursement; and

NOW THEREFORE, DPSS and CWDA do hereby covenant and agree that they shall collaborate on the said service in accordance with the Terms and Conditions contained herein;

1. RESPONSIBILITIES OF COUNTY

County shall:

- A. Assign an Association-approved employee to work full-time to perform the services described in Exhibit A. Work shall primarily be done remotely, but may occur periodically at the Project site located at 2329 Gateway Oaks, Sacramento, CA 95833, any successor location and other locations periodically, as needed to perform the duties outlined in Exhibit A.
- B. Compensation will be provided to County Employee for their current job classification of Business Process Manager pursuant to this Agreement while assigned to the Project.
- C. Provide benefits to County Employee in their current classification of Business Process Manager and/or required by federal and state laws while assigned to the Project. In addition, while assigned to the Project, County Employee shall be entitled to paid County holidays specified for County Employee's classification of Business Process Manager.
- D. Cover County Employee under County's workers' compensation and liability insurance coverage while assigned to the Project.

E. Ensure County Employee adheres to the following:

1. Work for the Project for the duration of this agreement. Work hours shall be a minimum of forty (40) hours per week as approved by the Association's Director of Information Technology Policy or designee, except for the paid holidays specified in the County Employee's current job classification, sick leave and approved annual leave.
 - a. Leave must be approved by the Association's Director of Information Technology Policy or designee, in coordination with DPSS, to ensure adequate coverage for Project-related duties.
 - b. Work for the Project for the full 1920 hours annually; depending on leave use this will require more than 40 hours per week as an exempt employee.
2. Maintain a professional manner and in conformance with the County Employee's current job classification and applicable federal and state labor laws, as well as State/Project policies, unless such State/Project policies conflict with County policy, in which case County Employee shall be subject to County policy.
3. Complete and submit to County all documentation required by County to appropriately account for compensated time working for the Project and allow for timely billing to Association.
4. Report to County, during the term of this agreement, within one (1) business day, any injury or incident that may incur liability on the part of County including, but not limited to, work-related injuries that may be covered under County's workers' Arrange and pay for all travel expenses required for Project work, as approved by the Association's Director of Information Technology Policy or designee, subject to reimbursement as provided in Section 2.B..
5. Assume responsibility for all taxes and other legal liability for travel, per diem and other expenses or services provided directly to County Employee by Association.
6. Maintain any certifications and competencies required by Association while assigned to the Project.
7. Report directly to Association's Director of Information Technology Policy or other position as designated by Association for Project-related duties.
8. Provide services to Association as specified in EXHIBIT A - STATEMENT OF WORK, attached to and incorporated in this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of EXHIBIT A, the provisions of this Agreement shall govern.
9. Complete and submit to Association all documentation required by Association to appropriately account for compensated time working on the Project and allow for timely billing to State.
10. Complete all county-required administrative duties, such as mandated training, evaluations, etc.

2. RESPONSIBILITIES OF ASSOCIATION

Association shall:

- A. Reimburse County for salary and benefit costs incurred, with respect to County Employee, for the

duration of County Employee's assignment to the Project. EXHIBIT B - BUDGET is an estimate of the salary and benefit costs, with respect to County Employee, for County Fiscal Years 2025/2026, 2026/2027, 2027/2028, and 2028/2029. For the purposes of this Agreement, a County Fiscal Year begins on July 1 and ends on June 30. Salary and benefit costs shall include payment for vacation, holiday, sick leave and unused compensatory time off (if applicable) paid to County Employee during County Employee's assignment to the Project, but shall exclude any lump sum payments, such as settlements, leave payouts, buybacks or incentives.

1. Reimbursement for salary and benefit costs shall be based on actual hours worked on the project. Full reimbursement is allowable when the County Employee works the full 1,920 available work hours during the County Fiscal Year. If fewer than 1,920 hours are worked, the maximum reimbursable amount for that County Fiscal Year shall be prorated in direct proportion to the ratio of hours worked to 1,920 hours.

- B. Reimburse County Employee directly for travel costs incurred in performance of services under this Agreement, other than mileage, which shall be paid by County. All travel shall be approved by the Association's Director of Information Technology Policy, or designee, before costs are incurred. Travel costs shall not exceed those established by the U.S. General Services Administration (GSA) for the Sacramento area at the time the travel costs are incurred, unless approved by Association's Director of Information Technology Policy or designee.

3. BILLING AND PAYMENT

County shall submit to Association within thirty (30) calendar days after the end of each month during the term of this Agreement a statement of salary and benefit costs incurred by County for the previous month. Association shall pay County within thirty (30) calendar days of receipt of each statement. For the purposes of effectuating payment, this provision shall survive the termination, expiration or cancellation of this Agreement. Billing shall be sent to a contact and email provided by Association.

4. TERM OF AGREEMENT

The term of this Agreement shall be effective upon execution through June 30, 2029.

5. TERMINATION OF AGREEMENT

- A. County or Association may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other party.
- B. If the State of California budget for any state fiscal year covered under this Agreement reduces or deletes funding to Association to support this Agreement, this Agreement may be immediately terminated by County or Association.
- C. County or Association may terminate this Agreement immediately for cause.
- D. If this Agreement is terminated, Association shall reimburse County as prescribed in Section 2.A. for all unpaid salary and benefit costs incurred under this Agreement prior to the date of termination, and Association shall reimburse County Employee as prescribed in Section 2.B. for all unpaid travel costs incurred by County Employee prior to the date of termination.

6. ENTIRE AGREEMENT: AMENDMENTS: HEADINGS

- A. This Agreement constitutes the entire understanding of the parties hereto. County or Association shall be entitled to no other benefits other than those specified herein. County and Association specifically acknowledge that in entering into and executing this Agreement, the parties rely

solely upon the provisions contained in this Agreement and no others.

- B. No changes, amendments or alterations to this Agreement shall be effective unless in writing and signed by both parties.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

7. EMPLOYMENT STATUS OF COUNTY AND COUNTY EMPLOYEE

County shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Association to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by County shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Association is to ensure the work or services shall be rendered and performed in a competent, efficient and satisfactory manner. During the entire term of this Agreement, County Employee shall be an employee of County and shall not be an employee of Association. Nothing in this Agreement is intended to establish an employer-employee relationship between Association and County Employee.

8. MUTUAL INDEMNIFICATION

Association shall defend, hold harmless and indemnify County and County's elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of the Association or any of Association's subcontractors, any person employed under Association, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this Agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County (other than County Employee while undertaking County Employee's responsibilities pursuant to this Agreement). Furthermore, Association shall defend, hold harmless and indemnify County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of County Employee while undertaking County Employee's responsibilities pursuant to this Agreement.

County shall defend, hold harmless and indemnify Association; and Association's officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of Association) being damaged by the negligent acts, willful acts or errors or omissions of County or any of County's subcontractors, any person employed by County (other than County Employee while undertaking County Employee's responsibilities pursuant to this Agreement), or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this Agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Association.

9. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance - or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) business days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of this Agreement.

10. NOTICE OF CLAIM/APPLICABLE LAW AND VENUE

- A. If any claim for damages is filed with Association or if any lawsuit is instituted concerning Association's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Association shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within thirty (30) calendar days following the date of receipt of a claim or ten (10) calendar days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Sacramento County.

11. COMPLIANCE WITH LAWS: NON-DISCRIMINATION

- A. Association shall observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the work or services undertaken pursuant to this Agreement.
- B. Association shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability or use of family care leave.
- C. Association represents that Association is in compliance with and agrees Association shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

12. ACCESS TO RECORDS/RETENTION

County, federal, and state officials shall have access to any books, documents, papers and records of Association that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Association or County. Except where longer retention is required by federal or state law, County shall maintain all records for five (5) years after Association makes final payment hereunder. This provision shall survive the termination, expiration or cancellation of this Agreement.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Association is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

14. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Association's failure to comply with state and federal child, family and spousal support reporting requirements regarding Association's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement. Association's failure to cure such default within ninety (90) calendar days of notice by County shall be grounds for termination of this Agreement.

15. LICENSES AND PERMITS

Association shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the County of Riverside and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

16. PERFORMANCE STANDARDS

Association and County shall undertake their respective responsibilities under this Agreement in accordance with the industry and/or professional standards applicable to each party's respective responsibilities.

17. CONFLICTS OF INTEREST

Association and Association's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of Association's responsibilities under this Agreement.

18. NOTICES

A. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Department of Public Social Services
Contracts Administration Unit
P.O.Box 7789
Riverside, CA 92513

If to Association: Executive Director
c/o Director of Information Technology Policy
County Welfare Directors Association
925 L Street Suite 350
Sacramento, CA 95814
(916) 443-1749, (916) 443-3202 Fax

B. All notices, claims, correspondence or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the

United States mail addressed as above.

- C. Without amending this Agreement, the parties may, from time to time and at any time, change their respective addresses, telephone and FAX numbers by giving at least ten (10) business days written notice, sent by first-class mail, to the other party.

19. AGREEMENT PREPARATION

It is agreed and understood by the parties that this Agreement has been arrived at through negotiation and no party is to be deemed the party which created any uncertainty in this Agreement within the meaning of Civil Code section 1654.

20. CONFIDENTIALITY

During the term of this Agreement, the parties may have access to information that is confidential or proprietary in nature. The parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of this Agreement.

21. CONFIDENTIALITY OF CLIENT INFORMATION - ASSOCIATION

Association shall comply with, and require all of Association's employees, volunteers, agents and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures.

22. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. SIGNED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

24. ELECTRONIC SIGNATURES

Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

The additional provisions contained in Exhibits A through C attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, County and Association have executed this Agreement on the day and year set forth below. By their signatures below, each signatory represents they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

COUNTY OF RIVERSIDE

By: Karen S. Spiegel Date 06/02/2026
Karen Spiegel, Board of Supervisors, Chair

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**COUNTY WELFARE DIRECTORS ASSOCIATION
OF CALIFORNIA**

By: _____ Date: _____
Carlos Marquez III, Executive Director
County Welfare Directors Association of California
Tax ID # 94-1367270



ATTEST:
Clerk of the Board

By: Whitney Mayo, Deputy
Deputy

Approved as to Form
Minh C. Tran
County Counsel
Katherine Wilkins

Katherine Wilkins
Deputy County Counsel

Date: 05/07/2026

**EXHIBIT A
STATEMENT OF WORK**

Under the terms of this Agreement, County agrees that County Employee will perform the following duties as Principal Liaison -Executive:

A.1 CONTRACTOR RESPONSIBILITIES

County Employee shall reference such task numbers in the deliverables A.2:

Task #	Principal Liaison (Executive) Activities
1.1.1	County Employee will coordinate and evaluate communications between the CWDA, the counties and the CalHEERS project/related projects regarding application planning, development, implementation, maintenance, operations, and compliance with federal funding requirements.
1.1.2	County Employee will serve as the liaison, along with the Department of Health Care Services (DHCS) and the Office of Technology and Solution Integration (OTSI), in leading CalHEERS project/related projects efforts in regard to the counties' roles and perspectives. Contractor will ensure ongoing communications with the CWDA on the directions and concerns related to the CalHEERS project/related projects in order for the CWDA to articulate the counties' roles and perspectives as the primary CalHEERS customer to federal and state legislative bodies, control agencies, and other stakeholders.
1.1.3	County Employee will coordinate with the CalHEERS and California Statewide Automated Welfare System (CalSAWS) governance bodies to ensure consistent direction, priority setting, and communications between CWDA, the counties, and the State.
1.1.4	County Employee will represent the counties' perspective in policy level issues and questions.
1.1.5	County Employee will receive policy and program guidance from the OTSI and the DHCS or designee and work with the State in ensuring compliance with federal requirements and other State statutes and policies.
1.1.6	Contractor will participate in meetings with county staff on a regular basis to keep abreast of current business needs, program trends, user needs at various levels, and individual county's unique needs. Contractor will facilitate ongoing communication with county management.
1.1.7	County Employee will attend scheduled CalHEERS project status meetings and other CalHEERS related project meetings, as appropriate, in order to gather and disseminate information relative to the CalHEERS project/related project status and CalHEERS project/related project decisions and activities as they impact the counties' interests. As needed, the contractor shall engage with appropriate project resources to escalate counties' established concerns through the project's governance process and defined escalation plan.
1.1.8	County Employee will advise the DHCS and the OTSI of county business requirements to ensure that current and anticipated maintenance and operations business requirements are met in the CalHEERS project/related projects.
1.1.9	County Employee will coordinate with the CalHEERS project/related project managers and DHCS on day-to-day project issues.
1.1.10	County Employee will meet periodically with county CalHEERS users to keep abreast of individual counties' unique business processes, information needs, technology requirements, application utilization patterns and concerns relating to the CalHEERS or related projects.
1.1.11	County Employee will ensure that county-based business functional requirements are included in the day-to-day CalHEERS or related projects' planning and decision-making.
1.1.12	County Employee will monitor and assess county-based CalHEERS or related projects'

application performance metrics and service level agreements.

A.2 DELIVERABLES AND DUE DATES

The County Employee shall produce the following deliverables, which are described in greater detail in Exhibit A, Statement of Work, Section A.1 CONTRACTOR RESPONSIBILITIES, by the dates specified below:

Deliverable #	Deliverable	Due Date
1.	Monthly Status Report (MSR) County Employee shall prepare and submit MSRs using the template provided by the State. The MSRs shall include the following: 1) Dates worked; 2) Hours worked by task; and 3) Description of activities.	Monthly, with submission of invoice.
2.	Final Status Report (FSR) County Employee shall prepare and deliver to the State a Final Status Report using the template provided by the State documenting Agreement results. The FSR shall include the following: 1) Summary of all Statement of Work activities; 2) Deliverables; 3) Milestone accomplishments; and 4) Lessons learned.	Thirty (30) calendar days prior to the end of the agreement.

A.3 DOCUMENT FORMAT AND SUBMITTAL

- a. All deliverables shall be provided in a format compatible with the California Health and Human Services (CalHHS) OTSI Project Office standard applications (currently, Microsoft 365). In all cases, the Contractor shall verify application compatibility with the Association's Director of Information Technology Policy or designee prior to creation or delivery of any electronic documentation. Any deviations to these standards shall be approved by the Association.
- b. Deliverables shall be formatted for standard 8 ½" x 11" paper. Electronic versions shall be stored in a State designated central repository and remain the sole property of the State. The delivery media shall be compatible with State storage devices.
- c. An electronic copy of the deliverables shall be submitted to itcontracts@cwda.org. CWDA may withhold payment if deliverables are not submitted in an acceptable form.
- d. If the CalHHS OTSI State Contract Manager does not accept the deliverable(s) or services, the County Employee shall be notified. The County Employee must take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance sufficient to demonstrate to the State Contract Manager that the Contractor has successfully completed the scheduled work for each deliverable/service.

**EXHIBIT B
BUDGET**

Upon execution through 06/30/2029

1. **MAXIMUM REIMBURSABLE AMOUNT**

Total amount of payment under this Agreement shall not exceed \$835,000:

	Partial FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
	06/01/26 - 6/30/26	7/01/26 - 6/30/27	7/01/27 - 6/30/28	7/01/28 - 6/30/29
Total Costs	\$40,000	\$255,000	\$265,000	\$275,000

The amounts above represent both Salaries and Benefits (inclusive of actual payroll costs associated with this Agreement). Actual payroll costs for dedicated staff used for the purpose of this Agreement shall not exceed the annual amounts budgeted above and shall only be approved based on CWDA funding availability. If CWDA funding is no longer available, DPSS reassignment will immediately end. Billing shall commence on the agreed upon start date by both parties.

Reimbursement for salary and benefit costs shall be based on actual hours worked on the project. Full reimbursement is allowable when the County Employee works the full 1,920 available work hours during the County Fiscal Year. If fewer than 1,920 hours are worked, the maximum reimbursable amount for that County Fiscal Year shall be prorated in direct proportion to the ratio of hours worked to 1,920 hours.

EXHIBIT C
SPECIAL PROVISIONS

1. CONFIDENTIALITY

Contractor and Contractor staff performing services pursuant to this Agreement agree to comply with State's Confidentiality and Security Requirements (Exhibit C – Attachment 1) and Information Security Acknowledgement for Affiliates (Exhibit C - Attachment 2).

2. REQUIRED FEDERAL PROVISIONS

The Contractor must comply with the following provisions:

- A. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
- B. The Clean Air Act, Section 306:
- 1) No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - 2) The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - 3) In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - 4) The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - 5) The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
- C. The Clean Water Act:
- 1) No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised

by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

- 2) The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- 3) In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - 1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - 2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- 4) The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- 5) The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

(1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

D. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

E. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits

discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

- F. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
- 1) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - 2) Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - 3) Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - 4) Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
- G. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- 1) The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
 - 2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- H. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

EXHIBIT C – ATTACHMENT 1

STATE'S CONFIDENTIALITY AND SECURITY REQUIREMENTS

1. CONFIDENTIALITY OF DATA

A. Definitions – Confidential and Sensitive Information are defined as follows:

- i. Confidential Information is information which identifies an individual (i.e., name, social security number, home/ mailing address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
- ii. Sensitive Information is information maintained by the Department, which is not confidential by definition, but requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive Information is information in which the disclosure would jeopardize the integrity of the State (i.e., State's fiscal resources and operations).

B. All financial, statistical, personal, technical, and other information relating to State operations that are designated Confidential or Sensitive Information by the State and that may become available to the Contractor as a result of the implementation of this Agreement shall be protected by the Contractor from unauthorized access, use, and disclosure.

C. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (Penal Code sections 11140-11144 and 13301-13304, and Civil Code section 1798 et seq., provide for civil and criminal actions for unauthorized disclosure of information from confidential records.)

D. The Contractor shall:

- i. Instruct all staff with access to Confidential and Sensitive Information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in Civil Code section 1798.55 and Penal Code section 502.
- ii. Ensure that their staff will not intentionally seek out, read, use, or disclose Confidential or Sensitive Information.
- iii. Not disclose any individually identifiable information to any person.
- iv. Require that all Contractor's staff or subcontractor(s) with access to Confidential Information sign the State Confidentiality Agreement in Exhibit C – Attachment 1, Section 2.
- v. Cooperate in any investigations of information security incidents.
- vi. Immediately notify the State within twenty-four (24) hours of initial detection of any unauthorized access, use, and disclosure of State information. Notification shall be reported by telephone or email to:

California Health Benefit Exchange Privacy Officer	California Health Benefit Exchange Information Security Officer
Privacy Officer California Health Benefit Exchange 1601 Exposition Blvd. Sacramento, CA 95815 Email: margaret.porto@covered.ca.gov General Inquiries: PrivacyOfficer@covered.ca.gov Telephone: (916) 954-3527	Information Security Officer California Health Benefit Exchange 1601 Exposition Blvd. Sacramento, CA 95815 Email: tina.mitchell@covered.ca.gov Telephone: (916) 954-3191

2. CONFIDENTIALITY AGREEMENT

Public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code section 10850, California Penal Code section 11167.5, and Title 45 of the Code of Federal Regulations.

I acknowledge that unauthorized access, use, or disclosure of State Confidential Information is a crime.

I agree that unauthorized access, use, or disclosure of Confidential or Sensitive Information is grounds for immediate termination of this Agreement with the State and the Contractor may be subject to both civil and criminal penalties.

Contractor:	
Individual:	
Individual's Signature:	
Title:	Date:
Phone:	E-Mail Address:

EXHIBIT C – ATTACHMENT 2

STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES AGENCY

INFORMATION SECURITY ACKNOWLEDGEMENT for Affiliates

The Information Security Acknowledgment for Affiliates form must be completed and signed by a new affiliate before they are permitted to access to any state information assets. Affiliates are non-State employees, such as vendors, contractors, service providers, and volunteers, who provide services to the State. In addition, continuing affiliates are required to submit this form annually for the term of their affiliation with the State. Please direct questions to the ISO at Daniel.Pere@osi.ca.gov

See page two for additional instructions.

1. Affiliate Information

Full Name

Affiliation/Contract Number

Employer

2. State Project Representative Information

Division

Branch

Bureau

Affiliation/Contract Number

Employer

3. New Affiliates Acknowledgements

_____I acknowledge receiving and having the opportunity to read the State Information Security Handbook.

4. All Affiliates Acknowledgements

_____I understand that all network activity, including internet and email usage, conducted with State resources is the property of the State of California.

_____I understand the State reserves the right to monitor and record all network activity including Internet and email usage, with or without notice and therefore I should have no expectation of privacy in the use of these resources.

_____I understand that I may have access to confidential, sensitive, and/or personal information. I agree to use reasonable precautions to assure that this information is not disclosed to unauthorized persons or used in an unauthorized manner.

_____I understand that non-compliance with the State Information Security Policies may result in termination of services or contractual arrangements in accordance with state and federal statutes. Criminal or civil action may be initiated by the appropriate authorities in certain instances. Obtaining any record containing personal information from a state agency under false pretenses is actionable under Cal. Civil Code 1798.56.

_____I understand that any tampering, interference, damage, or unauthorized access to computer data or computer systems may constitute a criminal violation of Penal Code Section 502.

5. Signature

I hereby certify that I am aware of the provisions and consequences for violating the State Information Security Policies.

Affiliate Signature	Date
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