

AMENDMENT ONE TO CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN'S HOME SOCIETY OF CALIFORNIA
FOR THE PROVISION OF BRIDGE PROGRAM CHILD CARE NAVIGATOR,
TRAUMA-INFORMED TRAINING AND COACHING,
AND EMERGENCY CHILD CARE VOUCHER SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain CONTRACT Number CJP2321 between the parties hereto, hereinafter referred to as the "Contract" and is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and CHILDREN'S HOME SOCIETY OF CALIFORNIA, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." COUNTY and CHILDREN'S HOME SOCIETY OF CALIFORNIA may be referred to individually as "Party" and collectively as "the Parties."

WITNESSETH

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into a Contract for the provision of Bridge Program Child Care Navigator, Trauma-Informed Training and Coaching and Emergency Child Care Voucher services, for the term of July 1, 2022 through June 30, 2025;

WHEREAS, COUNTY desires to increase funding for the provision of Child Care Resources and Referral services to clients referred to CONTRACTOR by COUNTY;

~~WHEREAS, COUNTY desires to~~ add Suparagraphs 18.4 and Paragraph 46 to the Contract;

~~WHEREAS, COUNTY desires to~~ amend Subpagraphs 4.1, 20.1, 20.2, 26.2.2, 27.1, 27.6, 27.7, and Paragraphs 13 and 43 of the Contract;

~~WHEREAS, COUNTY desires to~~ amend Subparagraph 11.1 of Attachment A ~~of the Contract~~;

~~WHEREAS, COUNTY desires to~~ amend Subparagraph 10.1 of Attachment B ~~of the Contract;~~

~~WHEREAS, COUNTY desires to~~ *and* add Attachments C and Exhibits A and B to the Contract;

WHEREAS, CONTRACTOR agrees to such funding increase and continue to provide such and new services under the terms and conditions set forth in this Contract; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Subparagraph 4.1 of the Contract is hereby amended to read as follows:

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachments to the Contract between County of Orange and Children's Home Society of California, for the Provision of Bridge Program Services, attached hereto and incorporated herein by reference: Attachment A relating to Child Care Navigator (Navigator) and Trauma-Informed Care Training and Coaching (TIC) Services, ~~and~~ Attachment B relating to Emergency Child Care Voucher Services, *and Attachment C relating to Child Care Resources and Referral Services.* CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.

2. Paragraph 13 of the Contract is hereby amended to read as follows:

13. INSURANCE

13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to ~~carry~~ *purchase* all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage *current, provide* Certificates of Insurance and endorsements ~~on deposit with~~ *to* ADMINISTRATOR during the entire term of this Contract. ~~In addition, all~~

~~subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

13.3 All self-insured retentions (SIRs)'s shall be clearly stated on the Certificate of Insurance. Any ~~self insured retention (SIR) in an amount in~~ excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, ~~upon review of CONTRACTOR's current audited financial report.~~ *COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Contract.* ~~If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Contract, agrees to all of the following:~~

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

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

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

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

13.5 Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned <i>or scheduled</i> , non-owned and hired vehicles	\$1,000,000 per occurrence <i>combined single limit each accident</i>
Workers' Compensation	Statutory

Employer's Liability Insurance	\$1,000,000	per	
	occurrence	<i>accident</i>	<i>or</i>
			<i>disease</i>
Network Security & Privacy Liability	\$1,000,000	per	claims
	<i>claims-made</i>		
Sexual Misconduct Liability	\$1,000,000	per	occurrence

13.8 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

~~13.8~~13.9 Required Coverage Forms

~~13.8.1~~13.9.1 Commercial General Liability coverage shall be written on *occurrence basis or per claims-made basis utilizing* Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

~~13.8.2~~13.9.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

~~13.9~~13.10 Required Endorsements

~~13.9.1~~13.10.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~13.9.1.1~~13.10.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, ~~agents and~~ employees, *and agents* as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~13.9.1.2~~13.10.1.2 A primary non-contributory ~~ing~~ endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and

any insurance or self-insurance maintained by the County ~~of Orange~~ shall be excess and non-contributory~~ing~~.

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

~~13.9.2~~*13.10.3* The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

~~13.9.2.1~~*13.10.3.1* An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, ~~agents and~~ employees, *and agents* as Additional Insureds for its vicarious liability.

~~13.9.2.2~~*13.10.3.2* A primary and non-contributory~~ing~~ endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County ~~of Orange~~ shall be excess and non-contributing.

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

~~13.10~~*13.11* All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, ~~agents and~~ employees, *and agents* when acting within the scope of their appointment or employment.

~~13.11~~*13.12* CONTRACTOR shall *provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior*

written notice where cancellation is due to ~~notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for~~ non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the ~~C~~contract, upon which the COUNTY may suspend or terminate this Contract.

~~13.12~~13.13 If CONTRACTOR's ~~Network Security & Privacy~~ Liability policy(ies) is/are a "~~claims-made~~Claims-Made" policy(ies), CONTRACTOR shall agree to ~~maintain Network Security & Privacy Liability coverage for two (2) years following completion of this Contract.~~*the following:*

13.13.1The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

13.13.2Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

13.13.3If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

~~13.13~~13.14 If ~~t~~The Commercial General Liability policy ~~shall~~contains *an insured versus insured exclusion, a separation of insured clause is required-a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy but will accept a non ISO CG 001 form).*

~~13.14~~13.15 Insurance certificates should be ~~mailed~~*forwarded* to COUNTY at the address indicated in Paragraph 10 of this Contract.

~~13.15~~13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

~~13.16~~13.17 COUNTY expressly retains the right to require CONTRACTOR to

increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~13.17~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not ~~provide deposit copies of~~ acceptable ~~C~~certificates of ~~I~~insurance and endorsements ~~to with~~ COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~13.18~~13.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Subparagraph 18.4 ~~of the Contract~~ is hereby added *to the Contract* to read as follows:

18.4 Use of COUNTY Computer Equipment

COUNTY intends to permit CONTRACTOR the use of computer equipment provided by ADMINISTRATOR. Said computer equipment shall be used solely by employees of CONTRACTOR, for the purpose of, and while performing their assigned duties pursuant to this Contract, and shall remain the property of COUNTY. CONTRACTOR shall ensure that each of its employees, volunteers, consultants, or agents that have access to COUNTY facilities and/or data contained in ADMINISTRATOR's Computer Information System completes information security and computer usage training provided by ADMINISTRATOR, signs and adheres to the provisions as they currently exist and as they may be hereafter amended in Exhibit A and Exhibit B of Attachment C to this Contract and signs and adheres to any subsequent contracts required by federal or State laws or regulations. CONTRACTOR's failure to have all CONTRACTOR employees that have access to COUNTY's facilities and/or data

execute the contracts and/or complete the training shall constitute a breach of this Contract.

4. Subparagraphs 20.1 and 20.2 of the Contract are hereby amended to read as follows:

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall be ~~\$7,699,564~~ ~~\$6,675,564~~ or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$2,225,188 for July 1, 2022 through June 30, 2023;

20.1.2 ~~\$2,737,188~~ ~~2,225,188~~ for July 1, 2023 through June 30, 2024; and

20.1.3 ~~\$2,737,188~~ ~~2,225,188~~ for July 1, 2024 through June 30, 2025.

20.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for *the month of June during the term of the contract* ~~June 2023, June 2024, and June 2025~~, during the month of such anticipated expenditure.

5. Subparagraph 26.2.2 of the Contract is hereby amended to read as follows:

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2 *of this contract*.

6. Subparagraphs 27.1, 27.6 and 27.7 of the Contract are hereby amended to read as follows:

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 11 of Attachment A, ~~and~~ Paragraph 10 of Attachment B, *and Paragraph 10 of Attachment C* (hereinafter referred to as "Personnel").

27.6 CONTRACTOR shall ensure that clearances and background checks described *above* in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.

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

7. Paragraph 43 of the Contract is hereby amended to read as follows:

~~43.1~~ *43.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.*

43.2 The provisions and pricing of this Contract will be extended to other ~~California local or state~~ governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/~~price contracts~~, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any ~~Contract~~ *subordinate contract* entered into with another ~~agency or governmental~~ entity ~~that is entered into as an extension of~~ *pursuant to* this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate ~~contract~~ *Contract* termination. ~~The cooperative~~ *Governmental* entities are responsible for obtaining all certificates of insurance, *endorsements* and bonds required. *The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The*

CONTRACTOR is responsible for providing each ~~cooperative~~*governmental* entity a copy of ~~the~~*this* Contract upon request ~~by the cooperative entity~~. The County of Orange makes no guarantee of usage by other users of this Contract.

43.23 The CONTRACTOR shall be required to maintain a list of the ~~cooperative~~*County of Orange departments and governmental* entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the ~~COUNTY~~*County*, at the ~~COUNTY's~~*County's* request.

43.4 *Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one (1) year; however, in no case shall a subordinate contract exceed five (5) years in duration.*

8. Paragraph 46 ~~of the Contract~~ is hereby added *to the Contract* to read as follows:

46. *USE OF COUNTY PROPERTY*

46.1 *CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Contract. CONTRACTOR shall enter into a rent-free license agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR's presentation of said document to CONTRACTOR. Failure to execute and abide by the license agreement will result in a breach of this Contract.*

46.2 *CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, at its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.*

9. Subparagraph 11.1 Budget footnote three (3) of Attachment A ~~of the Contract~~ is hereby amended to read as follows:

(3) Maximum hourly rate which will be permitted during the term of this Contract;

employees may be paid at less than maximum hourly rate. *Total salary is based on estimated cost, not maximum hourly rate.*

10. Subparagraph 10.1 Budget footnote three (3) of Attachment B ~~of the Contract~~ is hereby amended to read as follows:

- (3) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. *Total salary is based on estimated cost, not maximum hourly rate.*

11. Attachment C *and Exhibits A and B* ~~is~~ *are* hereby added to the Contract to read as follows:

ATTACHMENT C

SCOPE OF WORK

FOR THE PROVISION OF CHILD CARE RESOURCES AND REFERRAL SERVICES

1. POPULATION TO BE SERVED

1.1 The population to be served, as defined in this Paragraph, shall hereinafter be referred to as "PARTICIPANT/PARTICIPANTS." CONTRACTOR shall provide Child Care Resource and Referral Services to PARTICIPANTS referred by ADMINISTRATOR. PARTICIPANTS include individuals determined by ADMINISTRATOR as eligible to receive Child Care Resource and Referral Services and may include, but is not limited to, applicants for California Work Opportunity and Responsibility to Kids Act (CalWORKs), Welfare-to-Work (WTW) PARTICIPANTS and PARTICIPANTS discontinued from CalWORKs, also known as former recipients, due to employment or increased earnings. CONTRACTOR shall provide Child Care Resource and Referral Services for the purpose of assisting PARTICIPANTS to locate child care to enable them to achieve and maintain self-sufficiency.

1.2 PARTICIPANTS referred for Child Care Resource and Referral Services will

meet criteria of prevailing State statutes and program regulations, as required by ADMINISTRATOR.

2. DEFINITIONS

- 2.1 *Assessment: An evaluation of employability and the need for support services considering work history, employment skills, knowledge and abilities, education, educational competency level, local labor market conditions, physical limitations, or mental conditions. Assessments are conducted via a separate COUNTY contractor.*
- 2.2 *Barriers to Employment: Circumstances which interfere with WTW participation, employment, or job search.*
- 2.3 *Behavioral Health Care Services: Services provided by Orange County Health Care Agency staff for PARTICIPANTS in need of treatment for mental health and/or substance abuse which pose barriers to employment.*
- 2.4 *Business Days: Monday through Friday from 8:30 a.m. to 5:00 p.m. except COUNTY holidays as established by the Orange County Board of Supervisors and as set forth in Paragraph 4 of Attachment C attached hereto and incorporated herein by reference.*
- 2.5 *CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.*
- 2.6 *CalWORKs Orientation: A presentation that all applicants for CalWORKs are required to attend. The presentation provides CalWORKs and WTW program information and motivation for PARTICIPANTS to achieve self-sufficiency*

through unsubsidized employment.

- 2.7 *CalWORKs Welfare-to-Work Case Manager: An employee of ADMINISTRATOR or contracted case management service provider who provides case management services to program PARTICIPANTS.*
- 2.8 *Child Care: A three-stage child care system designed to provide immediate short-term child care for families when the PARTICIPANT starts work or work activities, and stable, long-term child care as necessary for the family to become independent of financial assistance.*
- 2.9 *Continuing Employment & Eligibility Specialist (CEES): An employee of ADMINISTRATOR who is responsible for continuing CalWORKs eligibility and assisting WTW Case Manager in providing services and motivation to PARTICIPANTS.*
- 2.10 *Enhanced Referral: A referral process developed through an existing partnership with Children's Home Society to improve initial access for child care.*
- 2.11 *Former Recipient: A person who received cash aid under Temporary Assistance for Needy Families or CalWORKs in the 24 months prior to applying for CalWORKs child care.*
- 2.12 *Intake Employment and Eligibility Specialist (IEES): An employee of ADMINISTRATOR who is responsible for assessing and processing intake CalWORKs eligibility applications which includes a referral process to the Case Manager (CM) for participation in WTW activities.*
- 2.13 *Participant: Recipient of CalWORKs financial assistance benefits pursuant to State regulations and County policies that are referred by ADMINISTRATOR.*
- 2.14 *Recipient: A person who is receiving CalWORKs aid payments.*
- 2.15 *Trustline Registry: A computer-based registry of child care providers who have had a background check to ensure that child care providers have no disqualifying criminal convictions or substantiated reports of child abuse.*

Specified license-exempt child care providers who care for children eligible for CalWORKs child care must apply for and be cleared through Trustline in order to receive payment for CalWORKs child care services.

- 2.16 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act which requires parents or caretakers in families on welfare, unless exempted, to meet work requirements by participating in WTW activities with a goal of unsubsidized employment leading to self-sufficiency.*
- 2.17 WTW Case Manager (WTW CM): An employee of ADMINISTRATOR who is responsible for providing WTW activities and services to PARTICIPANTS which lead to self-sufficiency.*
- 2.18 Workshop: A group session provided to recipients to explain child care services and how to select a child care provider.*
- 3. OUTCOME OBJECTIVES**
- 3.1 ADMINISTRATOR, at its sole discretion, may require changes to the Outcome Objectives stated below.*
- 3.2 CONTRACTOR shall meet and report out on a monthly basis the following annual performance goals during the term of this Agreement:*
- 3.2.1 CONTRACTOR shall attempt to contact one hundred percent (100%) of referred PARTICIPANTS within three (3) business days of referral receipt.*
- 3.2.2 CONTRACTOR shall make a minimum of three (3) contact attempts, on three (3) varying days and times, via PARTICIPANT's preferred method of communication (e.g., text, phone call, email) within three (3) business days, after the initial contact is unsuccessful, for one hundred percent (100%) of these PARTICIPANTS.*
- 4. HOURS OF OPERATION**
- 4.1 CONTRACTOR shall provide services during hours that are responsive to the*

needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum CONTRACTOR shall provide services Monday through Friday, from 8:30 a.m. to 5:00 p.m., except on CONTRACTOR's holidays and/or COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

- 4.2 *CONTRACTOR's holiday schedule shall not exceed the following holiday schedule as follows: Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. On the holidays CONTRACTOR is closed and COUNTY is open, CONTRACTOR shall not have co-located staff at the assigned COUNTY site. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of holiday schedule and the hours listed in Subparagraph 4.2 of this Attachment C. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19, and shall not be reimbursed.*
- 4.3 *CONTRACTOR shall make reasonable efforts to staff Program Associates at ADMINISTRATOR's facilities, pursuant to rent free license agreement(s) with the COUNTY or as determined by COUNTY, during business hours of Monday through Friday from 8:30 a.m. to 5:00 p.m.; however, coverage may be limited or not provided at times due to sick or vacation time usage and/or staff vacancies. ADMINISTRATOR shall designate the number of staff to be assigned to each facility. CONTRACTOR shall ensure that the dedicated CalWORKs voice mail line is operational at Contractor's facility five days per week, 24 hours per day.*
- 4.4 *In the event CONTRACTOR cannot, due to illness or other unforeseen emergency, provide coverage indicated in Subparagraphs 4.1 and 4.3 of this Attachment C, CONTRACTOR shall immediately contact ADMINISTRATOR and mutually agree on alternate staff coverage. CONTRACTOR has the*

discretion, as agreed and approved by ADMINISTRATOR, to allow co-located staff to telework, which will be based on information received from local, state and federal public health agencies, to ensure staff's safety during high incidences of infectious diseases.

5. GENERAL REQUIREMENTS

- 5.1 *CONTRACTOR shall ensure that all services provided to PARTICIPANTS are culturally responsive and linguistically appropriate.*
- 5.2 *CONTRACTOR shall ensure that all PARTICIPANTS requiring information on choosing and obtaining child care are provided this information at the time of a scheduled appointment at the Regional Office, at a drop-in visit at the Regional office, through electronic referral submitted by ADMINISTRATOR, or via the CalWORKs dedicated telephone line. This information shall include consumer information as well as a minimum of four (4) child care provider referrals unless no provider is available.*
- 5.3 *CONTRACTOR shall ensure that all PARTICIPANTS requiring enhanced referral assistance will be provided with a minimum of four (4) child care provider referrals with confirmed vacancies within two (2) business days unless no provider is available.*
- 5.4 *CONTRACTOR shall document when no providers are available that meets the needs of PARTICIPANTS as required by ADMINISTRATOR.*
- 5.5 *CONTRACTOR shall ensure that services provided under this Agreement are not duplicated by other programs.*
- 5.6 *CONTRACTOR co-located staff shall attend meetings and training sessions as requested by ADMINISTRATOR.*
- 5.7 *CONTRACTOR will use the CalWORKs dedicated telephone line and the telephone lines provided for CONTRACTOR co-located staff for the express purpose of handling CalWORKs business calls.*
- 5.8 *CONTRACTOR shall obtain approval from ADMINISTRATOR prior to*

printing and distributing all flyers, brochures and other educational material prepared for the use of PARTICIPANTS identified in this Contract.

- 5.9 *CONTRACTOR shall immediately inform ADMINISTRATOR's Staff, or designee, of any inquiries from elected officials, their representatives, PARTICIPANT advocates, or the press related to the PARTICIPANTS served or the services provided under this Contract. CONTRACTOR shall immediately provide information regarding said inquiries and allow ADMINISTRATOR sufficient time to respond.*

6. *SERVICE REQUIREMENTS*

CONTRACTOR shall provide the following services:

- 6.1 *Consumer education on choosing child care in accordance with Subparagraph 0 of this Attachment C, and assist PARTICIPANTS in locating child care by providing referrals for child care providers in accordance with Subparagraph 6.3.2 of this Attachment C.*

- 6.2 *Services shall be provided in accordance with policies and procedures and other instructions provided by ADMINISTRATOR. It is mutually understood that the ADMINISTRATOR will be responsible for informing CONTRACTOR, in writing, of changes in policy and procedures affecting the services provided by CONTRACTOR, interpreting such program policy, and providing programmatic assistance and advice to CONTRACTOR. CONTRACTOR shall work cooperatively with COUNTY Intake Employment & Eligibility Specialist (IEES) and Continuing Employment & Eligibility Specialist (CEES) Staff ; COUNTY and contracted case management staff; Behavioral Health Services staff; and other contracted agencies providing services to PARTICIPANTS as identified by ADMINISTRATOR.*

- 6.3 *On-Site Child Care Referral Services:*

CONTRACTOR staff shall provide child care resource and referral services for PARTICIPANTS at County of Orange CalWORKs WTW office locations. PARTICIPANTS will be referred to CONTRACTOR by COUNTY staff.

CONTRACTOR will provide services to PARTICIPANTS with pre-scheduled appointments, PARTICIPANTS needing services without appointments, and PARTICIPANTS requesting services via the telephone and through electronic referral submitted by ADMINISTRATOR. Services shall include but not be limited to the following:

Child Care Consumer Education

6.3.1.1 CONTRACTOR shall provide child care consumer education to PARTICIPANTS on all types of child care permitted under Federal and State statutes.

6.3.1.2 Information shall not be presented in a manner that negates PARTICIPANTS' personal and/or cultural choice to have family and or friends provide care. The information should include how to select a child care provider to provide a safe, secure, healthy and growth producing environment that best meets the PARTICIPANT's and his/her children's needs.

6.3.1.3 CONTRACTOR shall provide the address and telephone number of the Orange County office of the California Department of Social Services Community Care Licensing to PARTICIPANTS with an explanation of the information and services provided related to filing a provider complaint or obtaining information on providers. The information shall be provided via brochures, other written materials, video presentations at the office site, individual interviews, group orientation sessions, and over the telephone.

6.3.2 Child Care Provider Referrals:

CONTRACTOR shall in an interview with PARTICIPANT either in person, via the telephone, or through a virtual web based communications platform approved by ADMINISTRATOR, assist the PARTICIPANT in identifying child care provider needs including, but not limited to: type of provider, location of provider, hours of care

needed, special needs of the child(ren), and language capabilities. CONTRACTOR staff will assist PARTICIPANT in locating a provider that will meet the identified needs by:

- 6.3.2.1 Providing PARTICIPANT with a minimum of four (4) child care provider referrals that meet the identified needs at the time of the request unless no provider or fewer providers are available, and that are identified using the CONTRACTOR's resource and referral provider listing program.*
- 6.3.2.2 COUNTY staff making the referral or the PARTICIPANT(S) requests special assistance in locating a provider, CONTRACTOR shall provide the PARTICIPANT with a minimum of four (4) child care provider referrals with confirmed vacancies within two (2) business days unless no provider is available.*
- 6.3.2.3 CONTRACTOR shall document when no providers are available that meets the needs of PARTICIPANTS as required by ADMINISTRATOR.*
- 6.3.2.4 Contacting the PARTICIPANT via PARTICIPANT's preferred method of communication (e.g., text, phone call, email) within three (3) business days to identify the outcome of the referrals and providing additional referrals and assistance if necessary.*
- 6.3.2.5 Contacting the providers, for whom referrals were given, when a PARTICIPANT states that he/she was unable to locate child care in order to ascertain if the problem is due to a lack of viable child care provider vacancies or a potential PARTICIPANT problem.*
- 6.3.2.6 Notifying the COUNTY or contracted case management staff when the PARTICIPANT has been unable to locate a child care provider, and identifying if this is based on a lack of*

viable child care provider vacancies or a potential PARTICIPANT problem. Meeting with COUNTY or contracted case management staff as needed to discuss individual PARTICIPANT child care problem issues.

6.3.2.7 Coordinating with COUNTY in referral and enrollment process in Stage 1 to Stage 2 or Stage 3.

6.3.2.8 Providing other services as mutually agreed upon by ADMINISTRATOR and CONTRACTOR.

6.3.3 Assistance With Trustline Registration Process:

6.3.3.1 Children Home Society of California's Resource and Referral Program shall work cooperatively with the COUNTY designated Trustline Coordinator(s) to assist PARTICIPANTS and/or licensed exempt providers with the Trustline process. CONTRACTOR will answer phone calls and/or meet with PARTICIPANTS and/or providers who require assistance with the Trustline paperwork process.

6.3.4 Child Care Orientations/Workshops:

6.3.4.1 CONTRACTOR shall in coordination with designated Ongoing case managers, and at the request of COUNTY, provide information that may be incorporated into a presentation given at all CalWORKs Orientation sessions.

6.3.4.2 CONTRACTOR shall provide "selecting child care" workshops of duration and frequency that is determined by COUNTY to best meet the needs of PARTICIPANTS.

6.3.5 Participant Telephone Requests at Collocation Sites:

6.3.5.1 A separate telephone line will be provided by ADMINISTRATOR at each collocation site specifically for the purpose of providing child care resource and referral

information to PARTICIPANTS. PARTICIPANTS are to be provided the appropriate regional telephone number by either COUNTY staff, contracted case management staff, or CONTRACTOR staff.

6.3.5.2 In the instances when the line is busy or CONTRACTOR staff is unable to answer the telephone, the calls will rollover to the dedicated telephone line as described in Subparagraph 6.4 of this Attachment C.

6.4 CalWORKs Dedicated Phone Line:

CONTRACTOR shall operate a dedicated telephone line, installed by COUNTY, for communication and information that will assist PARTICIPANTS in choosing child care and locating child care providers. The telephone number will be given to applicants for CalWORKs, PARTICIPANTS, and PARTICIPANTS discontinued from CalWORKs due to employment or increased earnings. This line is a back-up to the CONTRACTOR co-located staff and is maintained as an answering machine.

6.4.1 CONTRACTOR shall ensure there is adequate staff available five days a week, Monday through Friday, from 8:30 a.m. to 5:00 p.m. who will:

Check the voice mail system in the morning and in the afternoon, a minimum of two times daily, and respond to inquiries in the same day or by no later than 11:30 a.m. on the following business day.

Provide CalWORKs PARTICIPANTS who call with information that will assist them in choosing child care.

Provide CalWORKs PARTICIPANTS who call with referrals for appropriate and available child care providers.

6.4.2 .COUNTY will provide repairs as necessary and will pay for the monthly cost of the phone line. CONTRACTOR will cooperate and provide access to COUNTY staff when necessary to make repairs or to remove the line.

7. FACILITIES

7.1 Administrative services under this Contract shall be provided at:

Children's Home Society of California

333 S. Anita Drive, Suite 350

Orange, CA 92868

7.2 CONTRACTOR staff co-located at COUNTY or Contracted Case Management offices shall provide services as described in Paragraph 6 of this Attachment C to all PARTICIPANTS as described in Subparagraph 1 of this Attachment C. CONTRACTOR staff will be housed at facilities as determined by ADMINISTRATOR. It is mutually understood that CONTRACTOR staff housed at specified facilities may have to travel to other COUNTY and Contracted Case Management offices to provide services.

7.3 CONTRACTOR shall provide services, pursuant to rent free license agreement(s) with the COUNTY, at the following COUNTY facilities, or as determined by COUNTY:

Anaheim Regional Center

3320 E. La Palma Ave

Anaheim, CA 92806

Cypress Regional Center

6100 Chip Ave

Cypress, CA 90630

Laguna Hills Regional Center

*23330 Moulton Pkwy
Laguna Hills, CA 92653*

*Santa Ana Regional Center
1928 S. Grand Ave
Santa Ana, CA 92705*

7.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

8. REPORTING REQUIREMENTS

CONTRACTOR shall prepare and submit to ADMINISTRATOR's designated staff written reports, in a format approved by ADMINISTRATOR, by the 10th of each month for the preceding month. Reports shall include, but not be limited to:

8.1 PARTICIPANTS Served:

8.1.1 Name and case number of PARTICIPANTS served during the month;

8.1.2 Type of Referral:

8.1.2.1 Onsite or offsite referral - Indicate office location;

8.1.2.2 Onsite self-referral – Indicate office location;

8.1.2.3 Telephone self-referral to on-site telephone line; and

8.1.2.4 Telephone self-referral to CalWORKs dedicated line.

8.1.3 Dates of contact attempts with PARTICIPANTS;

8.1.4 Date PARTICIPANT was referred or self-referred;

8.1.5 Date PARTICIPANT was served;

8.1.6 Type of service(s) provided to client;

8.1.7 Follow-up contact attempts via PARTICIPANT's preferred method of communication (e.g., text, phone call, email);

8.1.8 *Disposition of referral; and*

8.1.9 *Number of PARTICIPANTS assisted with Enhanced Referrals.*

8.2 *Provider Availability:*

8.2.1 *List all occurrences where CONTRACTOR was unable to locate providers with vacancies and include reason such as no infant provider in the required area.*

8.3 *Summary Report:*

8.3.1 *Number of PARTICIPANTS receiving services during month:*

8.3.1.1 *Number of PARTICIPANTS referred to CONTRACTOR on-site staff;*

8.3.1.2 *Number of PARTICIPANTS self-referring at on-site office; and*

8.3.1.3 *Number of calls received on dedicated telephone line.*

8.3.2 *Services provided:*

8.3.2.1 *Number of PARTICIPANTS receiving referrals;*

8.3.2.2 *Number of PARTICIPANTS receiving consumer education;*

8.3.2.3 *Number of PARTICIPANTS assisted with Stage 1 to Stage 2 or Stage 3 referrals;*

8.3.2.4 *Number of presentations at SSA CalWORKs orientations; and*

8.3.2.5 *Number of Trustline inquiries.*

9. PERFORMANCE MONITORING

9.1 *It is mutually understood that ADMINISTRATOR may use a variety of methods to evaluate CONTRACTOR's performance, including but not limited to:*

9.1.1 *Review of CONTRACTOR's monthly reports and support documentation;*

9.1.2 Activity checklists and random observations; and

9.1.3 PARTICIPANT complaints/questionnaires.

9.2 CONTRACTOR must cooperate with ADMINISTRATOR in providing the necessary information for monitoring contracts. If services are performed unsatisfactorily, ADMINISTRATOR may require a corrective action plan and CONTRACTOR must comply with any such plan within a specified time period.

9.3 Performance evaluation meetings may be conducted if deemed necessary by ADMINISTRATOR staff.

10. BUDGET

10.1 The annual budget for services provided pursuant to Attachment C of this Contract is set forth as follows:

Budget Period July 1, 2023 – June 30, 2024

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> <i>(1)</i>	<u>Maximum Hourly</u> <i>Rate</i> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Program Associate	D	\$26.31	4.00	
Program Manager	D	\$33.92	1.00	
Program Administrator	A	\$45.23	0.03	
Staffing Subtotal				\$274,008
EMPLOYEE BENEFITS ⁽⁴⁾ (65%)				<u>\$178,105</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$452,113
TOTAL OPERATING EXPENSES ⁽⁵⁾				<u>\$29,347</u>
SUBTOTAL STAFFING & BENEFITS AND OPERATING EXPENSES				\$481,460
INDIRECT COSTS (6.5%) ⁽⁶⁾				<u>\$30,540</u>

MAXIMUM COUNTY OBLIGATION (7/1/23-6/30/24) \$512,000

Budget Period July 1, 2024 – June 30, 2025

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> <i>(1)</i>	<u>Maximum Hourly</u> <u>Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Program Associate	D	\$27.36	4.00	
Program Manager	D	\$33.92	1.00	
Program Administrator	A	\$45.23	0.03	
Staffing Subtotal				\$282,198
EMPLOYEE BENEFITS ⁽⁴⁾ (65%)				<u>\$183,429</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$465,627
TOTAL OPERATING EXPENSES ⁽⁵⁾				<u>\$15,198</u>
SUBTOTAL STAFFING & BENEFITS AND OPERATING EXPENSES				\$480,825
INDIRECT COSTS (6.5%) ⁽⁶⁾				<u>\$31,175</u>
MAXIMUM COUNTY OBLIGATION (7/1/24-6/30/25)				\$512,000

(1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

(2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.

- (3) *For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Contract. This percentage is based upon a 37.5-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Contract, regardless of the number of hours actually worked.*
- (4) *Employee Benefits include contributions to retirement plans; health insurance; dental insurance; vision insurance, life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 65% of the actual salary expense claimed.*
- (5) *Operating expenses shall include office supplies; telephone; postage; computer equipment, licenses, and software; employee training; rent, utilities, grounds maintenance, property taxes; insurance, mileage, limited to the amount allowed by IRS; equipment leasing and rental; and copier maintenance.*
- (6) *Indirect cost includes administrative cost not directly charged to the program including salaries for administrative and clerical staff providing non-programmatic support and other non-programmatic supporting costs. Indirect costs are based on six point five percent (6.5%) of modified total direct costs. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.*
- 10.2 *Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of*

ADMINISTRATOR.

10.3 *CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts, the number and type of FTE positions and/or estimated annual budgets without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment C. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.*

10.4 *In the event one of the annual budgets shown in Subparagraph 10.1 of this Attachment is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the term of July 1, 2023 through June 30, 2024 is modified, the modification will be effective until June 30, 2024. Beginning July 1, 2024, the budget will revert to the budget included in Subparagraph 10.1 of this Attachment C until it is modified, if applicable.*

11. STAFFING REQUIREMENTS

11.1 *CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. CONTRACTOR will be required to provide translation services for languages needed so that all PARTICIPANT(S) are provided services in their primary language.*

11.2 *CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall*

recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the client population identified in the above Paragraph 1 of this Attachment C. CONTRACTOR shall employ staff with the background, training, and experience to provide Child Care Resource and Referral Services.

11.3 CONTRACTOR and ADMINISTRATOR mutually agree that CONTRACTOR's staff will report to CONTRACTOR's facility on the following two (2) COUNTY holidays that are not included in the holidays listed above in Subparagraph 4.2 of this Attachment C:

11.3.1 Columbus Day

11.3.2 Lincoln's Birthday

11.3.3 It is further mutually understood that CONTRACTOR's staff will work on CalWORKs WTW child care resource and referral services as described in Paragraph 6 of this Attachment C while at CONTRACTOR's facility on the two (2) holidays listed in Subparagraph 11.3.

11.4 CONTRACTOR shall maintain at a minimum the following levels of bilingual staff: Two (2) bilingual Spanish and one (1) bilingual Vietnamese to be assigned at ADMINISTRATOR facilities as designated by ADMINISTRATOR based on PARTICIPANT(S) needs.

11.5 CONTRACTOR shall maintain a personnel file on each employee funded under this Agreement at the CONTRACTOR's Orange County facility and make such file available to ADMINISTRATOR upon request. The personnel file shall contain the following information:

11.5.1 A completed employment application;

11.5.2 Documentation of pre-employment reference checks;

11.5.3 Documentation of a valid California driver's license, and auto insurance;

11.5.4 Periodic written performance evaluations;

11.5.5 Documentation of attendance and content of in-service training provided to employee;

11.5.6 Confidentiality statement;

11.5.7 Child and elder abuse reporting requirements; and

11.5.8 All requirements cited in Paragraph 27 of the Contract.

11.6 CONTRACTOR staff whose salaries are paid for under the terms of this Agreement will be allowed to attend:

11.6.1 CONTRACTOR staff meeting(s) that shall not exceed six (6) hours per month including travel time. It is mutually understood by ADMINISTRATOR and CONTRACTOR that no staff meeting shall exceed two (2) hours, and that during that time CONTRACTOR shall have the dedicated telephone line connected to a voice mail system.

11.6.2 Six (6) staff development days per year.

11.7 CONTRACTOR shall provide the following described staff positions:

11.7.1 Program Administrator:

Duties:

11.7.1.1 Under the direction of the Children's Home Society of California Director of Program Operations, the Program Administrator shall oversee the Program Manager of the assigned CONTRACTOR program;

11.7.1.2 Oversee the supervision of agency staff within the assigned program area;

11.7.1.3 Monitor direct service to PARTICIPANTS to ensure conformity with CHS policies and practices as well as other regulatory bodies;

11.7.1.4 Review assessments, evaluations and planning as needed;

11.7.1.5 Participate within the general child development community;

11.7.1.6 Monitor fiscal operations to ensure the financial soundness of the assigned program; and

11.7.1.7 Assume other duties as assigned.

Qualifications:

11.7.1.8 Masters level degree in Child Development Education or related field preferred, Bachelors degree required;

11.7.1.9 Three (3) to five (5) years supervisor experience desired;

11.7.1.10 Knowledge of State funded Child Development programs and community resources; and

11.7.1.11 Demonstrated leadership ability.

11.7.2 Program Manager:

Duties:

11.7.2.1 Under the direction of a Program Administrator, the Program Manager shall oversee the operation of the assigned CONTRACTOR program;

11.7.2.2 Manage and supervise agency staff within the assigned program area;

11.7.2.3 Coordinate and participate in direct service to PARTICIPANTS to ensure conformity with CHS policies and practices as well as other regulatory bodies;

11.7.2.4 Ensure assigned staff are performing their responsibilities in accordance with their job descriptions or as otherwise dictated by program requirements;

11.7.2.5 Perform assessments, evaluations, and planning as needed;

11.7.2.6 Conduct staff meetings on a routine basis;

11.7.2.7 Participate within the general child development community;

11.7.2.8 Represent CHS at conferences, workshops, and other professional meetings as assigned;

11.7.2.9 Recruit and train staff for all positions within the assigned program area;

11.7.2.10 Implement human resources functions;

11.7.2.11 Monitor fiscal operations to ensure the financial soundness of assigned program; and

11.7.2.12 Assume other duties as assigned.

Qualifications:

11.7.2.13 Bachelors degree required;

11.7.2.14 Three (3) to five (5) years supervisory experience desired;

11.7.2.15 Knowledge of state funded Child Development programs and community resources;

11.7.2.16 Excellent written, oral and presentation skills; and

11.7.2.17 Demonstrated leadership ability.

11.7.3 Program Associate:

Duties:

11.7.3.1 Under the direction of the Program Manager, the Program Associate shall provide direct services to PARTICIPANTS in the program area assigned;

11.7.3.2 Provide direct service to PARTICIPANTS in accordance with sound professional practices, CHS policies and practices, contract requirements and other regulatory bodies;

11.7.3.3 Initiate recruitment activities targeting specific client populations;

11.7.3.4 Collect and maintain accurate client/program data;

11.7.3.5 Prepare reports as required;

11.7.3.6 Provide resource and referral information and technical assistance as needed to parents, child care providers and the general community;

11.7.3.7 Participate in community outreach efforts as assigned;

11.7.3.8 Work cooperatively with other agencies;

11.7.3.9 Participate in program team meetings and communicate with program management staff; and

11.7.3.10 Assume other duties as assigned.

Qualifications:

11.7.3.11 Bachelors Degree in child Development or related field required;

11.7.3.12 Demonstrated excellent written and verbal communications skills;

11.7.3.13 Ability to work independently with minimum supervision;

11.7.3.14 Proven ability to establish rapport with parents and child care providers;

11.7.3.15 Competent in the use of personal computers; and

11.7.3.16 Knowledge, skills and experience in working with diverse cultures is desirable.

11.8 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the duties and responsibilities for any staff position set forth above in Subparagraph 11.7 of this Attachment C. Additionally, ADMINISTRATOR may

approve modifications to Minimum Qualifications for any staff position set forth above in Subparagraph 11.7 on a case-by-case basis, if modification is deemed by ADMINISTRATOR to be in the best interests of COUNTY.

12. TRAINING

12.1 *CONTRACTOR's staff shall attend training, conferences, and meetings as required by ADMINISTRATOR.*

12.2 *CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.*

12.3 *CONTRACTOR shall establish and maintain a documented regular program of in-service training provided to CONTRACTOR's staff. This documentation shall be made available to ADMINISTRATOR upon request.*

12.4 *CONTRACTOR shall ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.*

12.5 *CONTRACTOR shall establish and maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to ADMINISTRATOR upon request.*

13. QUALITY ASSURANCE/QUALITY CONTROL

13.1 *CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by the ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start date and will be updated and resubmitted for ADMINISTRATOR's approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:*

13.1.1 *The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;*

13.1.2 *The method for assuring that the professional staff rendering services*

under this Contract has the necessary qualifications;

13.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and

13.1.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

EXHIBIT A

SOCIAL SERVICES AGENCY POLICY AND PROCEDURE 16: INFORMATION TECHNOLOGY SECURITY AND USAGE

I. PURPOSE

To protect the integrity of the Social Services Agency's (SSA) information technology infrastructure, ensure its availability, reliability, accessibility, and prevent unauthorized disclosure of Confidential Information, including Personally Identifiable Information. Additionally, this policy defines required responsibilities for all users of the SSA information technology infrastructure and supplements the Information Technology Security Policy (ITSP), County of Orange.

II. DEFINITIONS

Confidential Information is defined as information that must be protected from unauthorized disclosure or public release. Examples of Confidential Information include, but are not limited, to the following:

- 1. Client case records*
- 2. Employment records*
- 3. Payroll and other financial information*
- 4. Other sensitive or business related information that is not intended for wide distribution*

Personally Identifiable Information (PII) is information that can be used, alone or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files. Examples of PII may include, but are not limited to: name, SSN, Social Security benefit data, date of birth, official State or government issued driver's license or identification number. PII is a subset of Confidential Information.

SSA workforce members include full-time, part-time and extra-help County of Orange SSA employees, contracted staff, interns, volunteers, and all other authorized individuals with access to SSA's information technology infrastructure.

III. POLICY

SSA workforce members shall adhere to applicable SSA, County of Orange (including the ITSP, County of Orange-Attachment I), State (including the State of California Welfare and Institutions Code 10850), and Federal regulations relating to information technology security, privacy, and confidentiality of information as each may now exist or be herein after amended.

Unless within the scope of job responsibility, any violation of this policy is subject to immediate revocation of user's access to SSA network and associated applications. SSA workforce members may be subject to disciplinary action including suspension, termination, civil, and/or criminal prosecution. Causes for disciplinary action may include, but are not limited, to the following activities:

- 1. Use of E-mail and all other forms of electronic communication, Internet browsing, or computers, tablets, smart phone and all other electronic devices for any of the following:
 - a. Harassing others using offensive, obscene and/or vulgar language; or threatening others, including creating messages containing sexual or racial overtones or slurs, and/or messages disparaging of others based on race, sex, age, national origin, sexual orientation, marital status and/or other personal characteristics protected under federal, state or local laws.*
 - b. Disrupting or interfering with County operations or job responsibilities.*
 - c. Misrepresenting facts to the detriment of SSA.**
- 2. Unauthorized access to County or other non-County computer networks and/or applications.*
- 3. Failure to protect Confidential Information from unauthorized disclosure.*

4. *Unauthorized disclosure of Confidential Information.*
5. *Unauthorized software installation(s) on SSA computer systems.*
6. *Unauthorized access, attempt to access or to encourage others to access County, State, Federal or other computer systems and networks that are not directly within the current scope of employee's job responsibilities.*

All SSA workforce members shall do the following:

1. *Keep their user IDs and passwords confidential and secured at all times. Should a password be compromised, it shall be changed immediately, and the supervisor shall be notified.*
2. *Restrict user ID usage only for currently assigned SSA job duties and responsibilities.*
3. *Use County resources, such as data and information, for County business objectives only. Use of these resources for private or personal gain is prohibited and may be subject to administrative, civil, and criminal penalties (California Penal Code Section 502).*
4. *Protect Confidential Information of clients to prevent unauthorized disclosure. Only the minimum amount of Confidential Information necessary for business operations should be copied, downloaded, exported or stored on any electronic device or in paper format. Any compromise of Confidential and/or Personally Identifiable Information shall be immediately reported to the supervisor.*
5. *Request software installations on SSA computers, laptops, tablets and other devices from an authorized agent of the SSA Information Technology team. DO NOT INSTALL ANY software/application into County SSA devices.*
6. *Seek permission from SSA Information Technology team prior to copying a County-owned software/application.*
7. *Use of any County electronic communication systems is for business use only; any personal use shall not disrupt or interfere with County operations or job responsibilities.*

IV. PROCEDURE

- A. *The following steps shall be undertaken to ensure that the above policy is enforced to all SSA County employees. Prior to a new employee gaining access to Confidential Information, the SSA Human Resources (HR) representative or designee shall:*

1. Provide new employees with access to the SSA I-6 Policy and Procedures document, the ITSP, County of Orange ([Attachment A](#)) and the County of Orange Information Technology Usage Policy ([Attachment B](#)) with instructions for the new employee to read and sign the SSA Information Technology Security and Usage Agreement ([Attachment C](#)). Upon the new employee's signing of SSA Information Technology Usage Agreement form, the HR representative or designee shall counter-sign the completed form.
 2. Have the new employee read and sign the Orange County Social Services Agency Confidentiality of Client Information ([Attachment D](#)).
 3. Confirm that the new employee complete the review of the SSA Information Security Rules of the Road ([Attachment E](#)) located in the Training section of the SSA Intranet at <http://ocssa/intranet/sites/default/files/Files/administrative/content/I...>
 4. File the signed SSA Information Technology Usage Agreement ([Attachment C](#)), the signed Orange County Social Services Agency Confidentiality of Client Information ([Attachment D](#)) and documentation of completion of SSA Information Security Rules of the Road ([Attachment E](#)) in the employee's personnel file.
- B. The supervisor of an SSA contracted employee, volunteer, intern, and all other non-County employees shall undertake the following steps to ensure that the above policy is enforced. Prior to a workforce member gaining access to Confidential Information, provide them with the following documents to read:
1. Administrative Policies and Procedures Manual I-6 Information Technology Security and Usage;
 2. ITSP, County of Orange ([Attachment A](#)); and
 3. County of Orange Information Technology Usage Policy ([Attachment B](#)).

The new workforce member shall document that they have read, understand and will adhere to the policies stated in the SSA I-6 policy and procedures document by signing the document titled: "Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy" ([Attachment F](#)). This document also includes the SSA Confidentiality Agreement and serves as documentation of completion of the SSA Information Security Rules of the Road training presentation. This action must occur prior to a workforce member being provided with access to Confidential Information.

Maintain this signed "Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy" ([Attachment F](#)) for three years after the non-County workforce member separates from SSA. If this workforce member requires access to the SSA network or databases (i.e. shared drives, CalWIN, OnBase, CWS/CMS, SSA Intranet, etc.), a copy of the signed "Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy" ([Attachment F](#))

shall be provided to SSA IT. Network access will not be provided until this signed document is received.

V. ATTACHMENTS

- A. Information Technology Security Policy, County of Orange
- B. County of Orange Information Technology Usage Policy
- C. SSA Information Technology Security and Usage Agreement
- D. Orange County Social Services Agency Confidentiality of Client Information
- E. Social Services Agency Information Security Rules of the Road
- F. Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy

EXHIBIT B

*SOCIAL SERVICES AGENCY POLICY AND PROCEDURE F 21:
PRIVACY AND SECURITY INCIDENTS OF PERSONALLY IDENTIFIABLE
INFORMATION (PII) AND CONFIDENTIAL INFORMATION*

I. PURPOSE

To establish a process guidelines for Social Services Agency (SSA) to report, document and investigate privacy and security incidents of Personally Identifiable Information (PII) and confidential information.

II. POLICY

Orange County Social Services Agency (OCSSA) workforce, volunteers and contractors/vendors shall comply with all applicable Federal and State laws, regulations, policies and procedure regarding the safeguarding of PII and confidential information and incident reporting protocols.

This policy applies to all data sources and systems with any PII and other forms of confidential information that staff access in the performance of their duties via any medium including electronic, paper, and verbal.

III. DEFINITIONS

Action Officer: *Person responsible for ensuring the program rectifies any issues identified with a breach. In most cases, it will be the program or regional manager.*

Authorized Persons: *are employees of the Agency who meet the following criteria:*

- *Need to access PII and other forms of confidential information in order to perform their job duties;*
- *Have completed all required security and confidentiality training; and*
- *Have completed all required security certifications relevant to the data which are on file and available for review by an outside agency.*

Breach: *Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal or recorded.*

Confidential Information: *Information that must be protected from unauthorized disclosure or public release. Examples of Confidential Information include but are not limited to the following: client case records, employment records, payroll and other financial information and other sensitive or business-related information that is not intended for wide distribution.*

Federal Tax Information (FTI): *any data extracted from an individual's federal tax return (including attachments) that the Internal Revenue Service (IRS) provides to human services agencies under IRC §6103(l)(7). FTI is received from the following Income Earnings Verification System (IEVS) Reports:*

- *Annual IRS Asset Match (paper only) and*
- *Monthly Beneficiary Earnings Exchange Record (BEER) Match (paper only).*

Lost PII or confidential information in any medium or format: *All PII or confidential information in any medium or format that a Deputy Director or delegated SSA manager has confirmed is no longer in the physical possession or control of an Agency representative; has been electronically transmitted to an unauthorized recipient; and/or has been accessed by an unauthorized user. This does not include information that has been misplaced within the confines of secured Agency facilities.*

Personally Identifiable Information (PII): *Is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an*

individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometrics records; and (2) any other information that can be used alone or when combined with other personal or identifying information that is linked or linkable to an individual, such as medical, educational, financial and employment information.

Medi-Cal Personally Identifiable Information (Medi-Cal PII): *Information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number.*

Security Incident: *Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information that compromises the security, confidentiality or integrity of the PII.*

Information may be in electronic, hardcopy, or verbal form and may consist of a single piece of information and/or an entire information system, such as hard drive, portable computer storage medium, cell phones, tablets, or laptop computer.

Social Security Administration Personally Identifiable Information: *Covers PII received from the following Income Eligibility Verification System (IEVS) Reports:*

- *Monthly BEER Match (paper only);*
- *Payment Verification System (PVS) Match (electronic only);*
- *Integrated Earning Clearance/Fraud Detection System (IFD) Match (electronic only);*
- *Deceased Persons Match (DPM; paper only); and*
- *Nationwide Prisoner Match (NPM; paper or electronic).*

SSA Workforce: *Refers to employees, contracted staff, volunteers, interns, trainees, and other persons whose work is under the direct control and oversight of SSA.*

Unauthorized Access: *A user who gains logical or physical access without permission, a business need or other lawful reason to a network, system, application, data, site or other resource.*

IV. PROCEDURE

A. Detection:

1. *OCSSA workforce members have the responsibility to monitor for and report any known or suspected privacy or security incidents, breaches, intrusion or unauthorized*

access, use, or disclosure of PII. Examples of incidents or breaches include, but are not limited to:

- a. Theft/Loss of PII or FTI.*
 - b. E-mail, texting or faxing PII to an unknown or unauthorized recipient*
 - c. Theft/Loss of unencrypted device (phones, laptops, thumb drives, etc.) containing PII.*
 - d. Employee accessing or searching data systems containing PII without a legitimate business need.*
 - e. Improper disposal of records containing PII, such as in a dumpster or recycle bins*
- 2. OCSSA staff shall immediately report privacy and security incidents by following the process identified under Reporting and Resolution, with guidance from State and Federal documents located in the Reference and Attachment Sections.*

B. Reporting and Resolution:

- 1. Immediately upon identifying any suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII, the SSA employee will immediately notify their Regional/Program Manager/Admin Management Team, with a CC to their immediate Supervisor.*
- 2. The Regional/Program Manager, upon receiving information about the privacy or security incident, will immediately submit a Privacy Incident Report (PIR) to the Quality Support Team (QST)/Custodian of Records (COR) at "SSAcustodianofrecordsinbox", with a CC to their Deputy Division Director, via a secure email message with the subject line "Initial PIR [secure]". Each section of the PIR will be completed with as much information as available at the time of drafting. No PII should be included in the PIR.*
- 3. Upon receipt of the PIR, the Quality Support Team will collaborate with the Regional/Program Manager to further identify any details necessary to better assess the incident.*
- 4. Upon gathering this information, the Quality Support Team will then connect with the County Privacy Officer to identify next steps.*
- 5. As determined to be required, the QST/COR shall advise the identified program point of contact ("Action Officer") to update the PIR to include any additional information required.*
 - a. If the incident meets any of the criteria noted in the County Significant Incident/ Claim Reporting Protocol, QST/COR shall draft a report containing*

the basic/concise facts and submit to the Chief Deputy Director with the PIR attached for review and submission to IncidentReport@ocgov.com.

6. *QST/COR will serve as the Agency's point of contact for the County Privacy Officer and will communicate all applicable steps identified by the County Privacy Officer to the Action Officer.*
 - a. *The Action Officer will be responsible for coordinating all applicable activities required to notify and rectify the privacy/security issue that was identified.*
 - i. *Action Officers will be assigned and will vary depending on the program.*
 - ii. *Depending on the type of issue, the References Section provided below will provide more information on what actions are necessary to rectify the situation. Loss of Medi-Cal PII involves different steps than a loss of PII for other programs.*
 - b. *The Action Officer shall oversee the completion of the investigation of the privacy or security incident.*
 - c. *The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of Medi-Cal PII when notification is required.*
 - d. *The Action Officer shall engage Human Resource Services, County Counsel, Risk Management, and/or the County Executive Office as needed to determine if internal processes, such as disciplinary action, are necessary.*
 - e. *At the conclusion of the investigation and completion of all required notifications and consultations regarding necessary internal processes, the Action Officer will send the completed PIR that includes all required documentation from the investigation to QST/COR at the SSACustodianofrecordsinbox@SSA.ocgov.com with the subject line "Final PIR [secure]."*
7. *The County Privacy Officer will submit the final PIR to DHCS as required.*
8. *QST/COR will retain the final PIR for all incident types*

V. REFERENCES

Compliance of this policy shall be in accordance with the:

- *For Loss of Medi-Cal PII:*

State of California Department of Health Care Services Privacy and Security Agreement
<https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c19-16.pdf>

- *For Loss of all other program PII:*
State of California Department of Social Services Privacy and Security Agreement
<https://cdss.ca.gov/Portals/9/ACL/2019/19-56E.pdf?ver=2019-07-02-071938-893>
- *For Loss of Federal Tax Information (FTI):*
State of California Health and Human Services Agency Department of Social Services (CDSS) All County Letters No. 15-56
- *California SB 1386 Personal Information: Privacy*
- *California Civil Code 1798.29*
- *Children and Family Services Division (CFS Policy F-0105), Confidentiality-CFS Client Records*
- *California Department of Health Care Services Data Privacy Contact Information*

12. The Parties agree that separate copies of this Amendment may be signed by each of the Parties, and this Amendment will have the same force and effect as if the original had been signed by all Parties.

~~12.~~*13. All other terms and conditions of the Contract shall remain the same and in full force and in effect.*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Contract on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Children’s Home Society of California

Beverly Tidwell _____

Print Name

President and Chief Executive Officer _____

Title

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Print Name

Deputy County Counsel
Title

Signature

Date