

MODEL CONTRACT

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

[CONTRACTOR's NAME TO BE INSERTED]

FOR THE PROVISION OF CASE MANAGEMENT SERVICES

This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and [CONTRACTOR's NAME TO BE INSERTED], a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY issued a Request For Proposal for Case Management Services in 2021;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Case Management Services;

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Section 11200 et. seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act, and may also be cited as the CalWORKs Program; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence July 1, 2022, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Agreement may be renewed thereafter for a two-year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

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

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

be COUNTY employees.

- 3.3 CONTRACTOR certifies it is in compliance with Disabled Veteran Business Enterprise requirements at the time this Agreement is executed.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachment A to the Agreement between County of Orange and _____, for the Provision of Case Management Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.

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

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 29 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business

day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

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

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

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

6.2 Change of Ownership

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

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of \$50,000 or less

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

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this

Agreement. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

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

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

8.2 Change in Form of Business Organization

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

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. USE OF COUNTY PROPERTY

- 9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Agreement. CONTRACTOR shall enter into a rent-free lease 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 the license

agreement will result in a breach of this Agreement.

- 9.2 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.

10. NON-DISCRIMINATION

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

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

10.3 Non-Discrimination in Employment

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

- 10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

- 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
 2218 Kausen Drive, Suite 100
 Elk Grove, CA 95758
 Telephone: (800) 884-1684
 (800) 700-2320 (TTY)

10.4 Non-Discrimination in Service Delivery

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

Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (SSA Contractor and Vendor Compliance page)

11. NOTICES

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

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

CONTRACTOR: [Contractor’s Name]
[Mailing Address]
[City, State, Zip Code]

11.2 All notices shall be deemed effective when in writing and when:

11.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 11.1;

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or

11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

11.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

12. NOTICE OF DELAYS

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

13. INDEMNIFICATION

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

14. INSURANCE

14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and

conditions as set forth herein for CONTRACTOR.

- 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement 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 Agreement. 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 Agreement for inspection by COUNTY representative(s) at any reasonable time.
- 14.3 All self-insured retentions (SIRs) 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. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:
- 14.3.1 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 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 14.3.3 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.

- 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.
- 14.5 Qualified Insurer
- 14.5.1 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).
- 14.6 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.
- 14.7 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, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

- 14.8 Required Coverage Forms
- 14.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing

liability coverage at least as broad.

- 14.8.2 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.

14.9 Required Endorsements

- 14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

14.9.1.1 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, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14.9.1.2 A primary non-contributing 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-contributing.

- 14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

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

14.9.2.2 A primary and non-contributing 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.

- 14.10 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.

- 14.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 14.12 CONTRACTOR shall 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 contract, upon which the COUNTY may suspend or terminate this Agreement.
- 14.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.
- 14.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 14.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Agreement.
- 14.16 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.
- 14.17 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 Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within

thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

14.19 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 Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

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

15.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

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

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

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

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

16. CONFLICT OF INTEREST

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

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

17. ANTI-PROSELYTISM PROVISION

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

18. SUPPLANTING GOVERNMENT FUNDS

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

19. EQUIPMENT

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

CONTRACTOR further agrees to the following:

- 19.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.
- 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.
- 19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in

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

19.3 Computer Equipment

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

19.4 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 while performing their assigned duties pursuant to this Agreement, 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 in Attachment B and C, and signs Attachment D to this Agreement and signs and adheres to any subsequent agreements 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 agreements and/or complete the training shall constitute a breach of this Agreement.

20. BREACH SANCTIONS

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

20.1.1 Afford CONTRACTOR a time period within which to cure the breach,

which period shall be established by ADMINISTRATOR; and/or

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

20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

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

21. PAYMENTS

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$[amount to be inserted], or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

21.1.1 \$[amount to be inserted] for July 1, 2022 through June 30, 2023;

21.1.2 \$[amount to be inserted] for July 1, 2023 through June 30, 2024; and

21.1.3 \$[amount to be inserted] for July 1, 2024 through June 30, 2025.

21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or Title 48 CFR Section 31.2 as applicable, 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 June 2023, June 2024, and June 2025, during the month of such anticipated expenditure.

21.3 Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the

month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 28 of this Agreement.

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

21.3.4 Year-End and Final Claims

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

21.3.4.2 The basis for final settlement shall be the actual allowable costs

as defined in Title 45 CFR and 2 CFR, Part 200 or Title 48 CFR Section 31.2 as applicable, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

23. OUTSTANDING DEBT

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

24. REVENUE

24.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Agreement, such monies shall be considered a cost

off-set and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended. The procedure for designating money as Program Income is set forth in Paragraph 25 of this Agreement.

25. PROGRAM INCOME

It is mutually understood that the State or federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- 25.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program Income.
- 25.2 Set up and maintain a separate bank account for any proposed Program Income and account for any and all such income received.
- 25.3 Report to ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt, record the amount received on internal financial records, and indicate the amount received on the monthly claim submitted to ADMINISTRATOR.
- 25.4 ADMINISTRATOR will then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or federal agencies for approval.
- 25.5 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or federal agency and provides CONTRACTOR with prior written approval for the use of the funds.
- 25.6 ADMINISTRATOR may issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

26. FINAL REPORT

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

27. INDEPENDENT AUDIT

27.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual Independent Auditor's Report of CONTRACTOR's financial statements, in accordance with the CDSS MPP Section 23-640.2. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

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

28. RECORDS, INSPECTIONS, AND AUDITS

28.1 Financial Records

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

completed, whichever is later.

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

28.2 Client Records

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

28.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, 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 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 44.2.

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

28.3 Public Records

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

28.4 Inspections and Audits

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

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

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

28.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

28.5 Evaluation Studies

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

29. PERSONNEL DISCLOSURE

- 29.1 This Paragraph 29 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 13 of Attachment A (hereinafter referred to as "Personnel").
- 29.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:
- 29.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;
- 29.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
- 29.2.3 The professional degree, if applicable, and experience required for each position; and
- 29.2.4 The language skill, if applicable, for all Personnel.
- 29.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Agreement.
- 29.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 29.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Agreement. Background

checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.

- 29.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 29.4 and 29.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.
- 29.7 In the event a record is revealed through the processes described in Subparagraphs 29.4 and 29.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.
- 29.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 29.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.
- 29.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in

CONTRACTOR's Personnel.

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

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

29.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 29 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

30. EMPLOYMENT ELIGIBILITY VERIFICATION

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

31. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section

15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

33. CONFIDENTIALITY

33.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

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

33.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and

that any person violating the provisions of said California state law may be guilty of a crime.

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

34. SECURITY

34.1 Security Requirements

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

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

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

34.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

34.1.1.4 Firewall protection.

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

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

34.2 Security Breach Notification

34.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

34.2.1.1 Investigate to determine the nature and extent of the Security Breach.

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

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

34.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will

determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

34.3 Privacy and Confidentiality

34.3.1 CONTRACTOR may use or disclose Personally Identifiable Information (PII) only as permitted in this Agreement and only to assist in the administration of services in accordance with Title 45 CFR Section 205.50 et seq. and WIC Section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

34.3.2 Access, disclosure or use of PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and State statutes.

34.3.3 CONTRACTOR shall advise personnel who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and State laws.

35. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now

and hereafter, all material developed under this Agreement, including those covered by copyright.

36. WAIVER

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

37. SERVICES DURING EMERGENCY AND/OR DISASTER

37.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

37.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

37.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-

emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

38. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

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

38.2.3.1 Any commercial product or service; and

38.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

38.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter,

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

39. REPORTS

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

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

40. ENERGY EFFICIENCY STANDARDS

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

41. ENVIRONMENTAL PROTECTION STANDARDS

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

41.1 No facility to be utilized in the performance of the proposed grant has been listed

on the EPA List of Violating Facilities;

41.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

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

42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

42.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 42.1.1 - 42.1.1.4.

42.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

42.1.1.1 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

42.1.1.2 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 Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

42.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

42.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

43. POLITICAL ACTIVITY

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

44. TERMINATION PROVISIONS

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

ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

- 44.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 44.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.
- 44.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum funding obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision.
- 44.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected,

impaired, or invalidated thereby.

45. COOPERATIVE AGREEMENT

45.1 The provisions and pricing of this Agreement will be extended to other California local or state governmental entities. Governmental entities wishing to use this Agreement will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Agreement 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 Agreement. Failure to do so will be considered a material breach of this Agreement and grounds for immediate contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of this Agreement upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Agreement.

45.2 The CONTRACTOR shall be required to maintain a list of the cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to COUNTY, at COUNTY's request.

46. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

47. SIGNATURE IN COUNTERPARTS

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

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

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

By: _____ By: _____
[NAME] CHAIRMAN
EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
CONTRACTOR COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

ATTACHMENT A
SCOPE OF WORK
FOR THE PROVISION OF CASE MANAGEMENT SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to participants referred by ADMINISTRATOR in accordance with Temporary Aid to Needy Families (TANF), California Work Opportunity and Responsibility to Kids Act of 1997 (CalWORKs), Welfare-to-Work (WTW) Program requirements, and/or COUNTY policy, hereafter referred to as “PARTICIPANT(s).” CONTRACTOR shall work with and motivate PARTICIPANT(s) with multiple barriers to enhance their employability through engagement in preparatory activities and placement in paying jobs, with appropriate support, where PARTICIPANT(s) will earn enough, or consistently progress towards enough earnings, to be considered self-sufficient.

1.2 PARTICIPANT(s) include individuals determined by ADMINISTRATOR to receive Case Management Services, including, but not limited to:

1.2.1 Individuals required to participate in TANF and/or CalWORKs/WTW;

1.2.2 Exempt Volunteers;

1.2.3 Timed Out;

1.2.4 Sanctioned;

1.2.5 CalWORKs Youth; and/or

1.2.6 CalWORKs Assistance Unit (AU) or non-AU.

2. DEFINITIONS

2.1 Adult Basic Education: Services that include reading, writing, arithmetic, high school proficiency or General Educational Development certificate of instruction, and English as a Second Language (ESL).

2.2 All Families: An Assistance Unit that includes one (1) or two (2) aided parent(s) with one who is disabled or caretaker(s) and does not meet the definition of a Two-

Parent Family or Zero-Parent Family.

- 2.3 Appraisal: An interview utilizing the Online CalWORKs Appraisal Tool (OCAT) conducted by WTW staff to evaluate PARTICIPANT(s) skills, work history, education, and barriers to employment, to assign WTW Activities and arrange Supportive Services.
- 2.4 Assistance Unit (AU): A group of related persons living in the same home who have been determined eligible for CalWORKs and for whom cash aid has been authorized.
- 2.5 Cal-Learn: A mandatory program for pregnant and custodial teen parents under the age of nineteen (19), who have not obtained a high school diploma or equivalent and are receiving CalWORKs. The program is voluntary after the PARTICIPANT(s) turns nineteen (19) years of age and is unavailable once the PARTICIPANT(s) turns twenty (20) years of age.
- 2.6 CalWORKs Outcomes and Accountability Review (Cal-OAR): Cal-OAR establishes a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices.
- 2.7 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code (WIC) Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments that 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.
- 2.8 CalWORKs 2.0: An approach which uses tools and training strategies to help set goals that are tailored to PARTICIPANT(s) strengths in order to achieve self-sufficiency.
- 2.9 CalWORKs Federal Standards: PARTICIPANT(s) may participate in Core Activities as defined in Subparagraph 2.15 that meet the CalWORKs federal hourly

participation each week depending on the family composition.

- 2.10 CalWORKs Minimum Standards: PARTICIPANT(s) may participate in Non-Core Activities as defined in Subparagraph 2.30 that meet the CalWORKs Minimum hourly participation requirements each week depending on the family composition.
- 2.11 Case Manager (CM): An employee of ADMINISTRATOR or CONTRACTOR who provides Case Management Services to program PARTICIPANT(s) as determined by ADMINISTRATOR.
- 2.12 Caseload: The number of cases assigned in each period for which the CM is responsible. Caseload is the sum of PARTICIPANT(s) who consist of unduplicated referrals and ongoing cases.
- 2.13 Client Intervention Meetings: Meetings (e.g., MDT, TDM, CFT) attended by individuals with diverse expertise as determined by ADMINISTRATOR who collaborate to assist the CalWORKs family in identifying their strengths and needs and optimize the WTW Activities and services to reach self-sufficiency.
- 2.14 Compliance Plan: A written plan developed in collaboration between the PARTICIPANT(s) and the CM during the Good Cause Determination process, to correct the PARTICIPANT(s) noncompliance with WTW program requirements.
- 2.15 Core Activities: WTW Activities that meet the CalWORKs Federal Standards which include, but are not limited to: Unsubsidized/Subsidized Employment, Work Experience, Work Study, community service, Job Search and Job Readiness Assistance, Vocational Education and Training, Self-Initiated Program, providing child care to a community service program participant, and/or Cal-Learn.
- 2.16 Domestic Abuse Services: Services provided by a designated Domestic Abuse Services Unit staff that assist PARTICIPANT(s) who disclose current or past existence of domestic abuse and consent to being referred to the Domestic Abuse Services.
- 2.17 Employment Readiness 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.

- 2.18 Exemption: When a PARTICIPANT(s) is not required to participate in the WTW Program due to certain conditions(s) or circumstance(s).
- 2.19 Exempt Volunteer: CalWORKs PARTICIPANT(s) who are not required to participate in WTW but may volunteer to participate.
- 2.20 Family Reunification Services: CalWORKs services that Children & Family Services (CFS) determines necessary for reunifying parent(s) with their child/children.
- 2.21 Family Stabilization: A voluntary component of the WTW Program intended to assist families facing crisis or a difficult circumstance. Services are designed to ensure a basic level of stability within a family when a PARTICIPANT(s) presents a crisis or destabilizing situation that impairs PARTICIPANT(s)' ability prior to, or concurrently with, participation in WTW Activities. Services may include, but are not limited to, intensive case management and additional barrier-removal services and activities, such as, but not limited to, homelessness, mental health, substance use, and domestic violence.
- 2.22 Good Cause Determination: A process conducted between the PARTICIPANT(s) and the CM to determine if a noncompliant PARTICIPANT(s) has good cause for failing or refusing to meet CalWORKs/WTW Program requirements.
- 2.23 Independent Job Search: A WTW Activity for PARTICIPANT(s) who are job ready and can independently search and apply for job openings. PARTICIPANT(s) complete an assigned number of employer contacts and job applications.
- 2.24 Integrated Job Services: Services provided to PARTICIPANT(s) to address barriers to participation and increase the likelihood of securing employment, retaining employment, and increasing income, thereby reducing assistance payments and recidivism, while promoting family stability and economic self-sufficiency.
- 2.25 Job Search and Job Readiness Assistance (JSR): JSR is intended to provide the

participant with up-front employment readiness and structured job search assistance. JSR may follow the appraisal activity if the participant's Online CalWORKs Appraisal Tool (OCAT) identifies him or her as having minimal barrier to employment that may be addressed through the JSR activity.

- 2.26 Job Skills Training: JST is designed to build and enhance skills related to a WTW participant's experience, interests, and employment goals.
- 2.27 Mental Health and Substance Use Services: Services provided to PARTICIPANT(s) referred by ADMINISTRATOR with appropriate mental health and substance use services necessary for successful completion of their WTW Activities.
- 2.28 Mutual Client: A PARTICIPANT(s) who has a CalWORKs and a CFS case open and is working with CFS staff and a WTW CM.
- 2.29 Non-Compliance: A failure or refusal by the PARTICIPANT(s) to comply with WTW Program requirements, or to meet satisfactory progress requirements, without good cause.
- 2.30 Non-Core Activities: WTW Activities that meet the CalWORKs Minimum Standards which include, but are not limited to: Job Skills Training directly related to employment; Adult Basic Education, ESL, high school diploma, general education development certificate of instruction; education directly related to employment; and specialized services such as mental health, substance use, and domestic violence.
- 2.31 Notice of Action: A form provided to a household informing them of an action which has been or will be taken concerning the household's eligibility status or level of benefits.
- 2.32 One-Stop Career Centers: Employment-based facilities which integrate community-based service providers into single workforce centers, which provide comprehensive career services and labor market information to PARTICIPANT(s) seeking jobs under various federal and State funded programs.
- 2.33 Online CalWORKs Appraisal Tool (OCAT): A state mandated web-based tool used

- by CMs during the CalWORKs/WTW Appraisal and Re-Appraisal process to assess PARTICIPANT(s) needs, barriers, strengths, and work readiness.
- 2.34 Orientation: A presentation that is conducted individually or in a group setting that consists of an overview of CalWORKs and WTW Program requirements, including benefits, PARTICIPANT(s)' Rights and Responsibilities, Supportive Services, and transitional benefits.
- 2.35 PARTICIPANT: An individual who is required to participate, or has voluntarily enrolled, in the CalWORKs/WTW Program pursuant to federal and State regulations.
- 2.36 Re-Appraisal: An interview completed after Appraisal, when the PARTICIPANT(s)' circumstances change or there is a change in the WTW Activity, participation requirements, or Supportive Services needs.
- 2.37 Regional Occupational Program: A public program which provides high school students and adults free important occupational skills.
- 2.38 Self-Employment: Employment that does not involve an employer, produces income at least at the federal minimum wage, and may include independent work on commission. Hours worked are determined based on the PARTICIPANT(s)' gross income and the federal minimum wage.
- 2.39 Self-Initiated Program (SIP): An approvable WTW activity for PARTICIPANT(s) who self-enrolls in an undergraduate degree or certificate program that leads to employment prior to the Appraisal process.
- 2.40 Subsidized Employment: Employment in which the PARTICIPANT(s)' employer is partially or fully reimbursed for wages and/or training costs through a government subsidy.
- 2.41 Supportive Services: Payments provided to or on behalf of PARTICIPANT(s) for ancillary, childcare, and transportation expenses in order to participate in WTW.
- 2.42 Temporary Assistance for Needy Families (TANF): A federal public assistance program known as CalWORKs in California, under which needy families receive

financial assistance.

- 2.43 Two-Parent Family: An AU that includes two (2) aided non-disabled, natural, or adoptive parents of the same aided or non-aided minor child(ren) living in the home.
- 2.44 Unsubsidized Employment: Employment compensated by the employer at least at the state minimum wage. The employer does not receive any governmental subsidy.
- 2.45 Vocational Education and Training: Training provided by various community partners in specific job skills combining classroom theory with practical laboratory exercises.
- 2.46 Welfare-To-Work (WTW): A mandated program under CalWORKs, which requires non-exempt parents or caretakers in a CalWORKs AU to meet work requirements by participating in WTW Activities, with a goal of unsubsidized employment leading to self-sufficiency.
- 2.47 WTW Activities: A list of allowable activities that PARTICIPANT(s) may be assigned.
- 2.48 WTW Plan: An agreement developed by the CM in collaboration with the PARTICIPANT(s) that specifies the assigned WTW Activities, participation requirements, Supportive Services and time frames for completing the assigned WTW Activities.
- 2.49 WTW Sanction: A financial penalty consisting of a reduction in the AU grant by removing a noncompliant PARTICIPANT(s) from the AU. A sanction is imposed when the PARTICIPANT(s) fails or refuses, without good cause, to sign a WTW plan or participate in assigned WTW activities.
- 2.50 Work Experience (WEX): A time limited paid or unpaid training activity with a public or private sector, including nonprofit agency or for-profit employers, which provides the PARTICIPANT(s) with basic job skills, enhances existing job skills in a position related to the PARTICIPANT(s)' experience, or provides a needed

community service that shall lead to unsubsidized employment.

- 2.51 **Work Participation Rate:** Work Participation Rate: The percentage of Orange County's caseload, including COUNTY and CONTRACTOR caseloads, that meets the minimum work participation requirements in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.
- 2.52 **Work Participation Requirements:** The minimum number of work participation hours per week required per AU in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.
- 2.53 **Work Study:** A WTW activity available to qualified students at local community colleges and universities. This activity is used primarily to supplement participation hours spent in Vocational Education and Training activities.
- 2.54 **Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA):** The federal WIA of 1998 provides the framework for a national workforce preparation and employment system. Title I of WIA authorizes and funds several employment and training programs in California. Workforce investment activities authorized by WIA are provided at the local level via One-Stop Career Centers, to PARTICIPANT(s) in need of those services. The WIA's primary purpose is to provide workforce investment activities that increase the employment, retention, and earnings of PARTICIPANT(s), and increase occupational skill attainment by PARTICIPANT(s).
- 2.55 **Zero Parent Family:** A CalWORKs AU in which all parents/caretaker relatives are non-aided and/or ineligible.

3. OUTCOME OBJECTIVES

ADMINISTRATOR, at its sole discretion, may require changes to the Outcome Objectives stated below.

3.1 Throughout the term of the Agreement:

- 3.1.1 CONTRACTOR shall provide services to approximately fifty percent (50%) of PARTICIPANT(s) eligible for Case Management Services, as specified by ADMINISTRATOR.

- 3.1.2 Ninety-five percent (95%) of PARTICIPANT(s) will be scheduled for an Orientation within three (3) business days of receipt of the case by CONTRACTOR from ADMINISTRATOR.
- 3.1.3 Ninety-five percent (95%) of PARTICIPANT(s) will be scheduled for an Appraisal within (5) business days from CONTRACTOR making initial contact with PARTICIPANT(s).
- 3.1.4 CONTRACTOR shall resolve the sanction and restore aid for ten percent (10%) of PARTICIPANT(s) within CONTRACTOR's caseload or referred to CONTRACTOR by ADMINISTRATOR.
- 3.1.5 Ensure that at least twenty percent (20%) of PARTICIPANT(s) within CONTRACTOR's caseload or referred to CONTRACTOR attain and/or maintain earnings that meet the following criteria:
 - 3.1.5.1 State minimum wage; and
 - 3.1.5.1.1 Meet TANF participation requirements by completing all required hours with employment based on PARTICIPANT(s) family type; or
 - 3.1.5.1.2 Are employed a minimum of twenty (20) hours per week and participating in a concurrent WTW Activity to meet the required participation hours based on PARTICIPANT(s) family type.
- 3.2 CONTRACTOR shall achieve a Work Participation Rate of fifty percent 50% for PARTICIPANT(s) referred to CONTRACTOR, on a quarterly basis.

4. HOURS OF OPERATION

- 4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 7:00 a.m. to 5:30 p.m., except 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 COUNTY's holiday schedule

which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this AGREEMENT, pursuant to Paragraph 20, and shall not be reimbursed.

5. GENERAL REQUIREMENTS

CONTRACTOR shall:

- 5.1 Ensure delivery of services is based on the following principles:
 - 5.1.1 Sensitive to literacy, language, and socio-cultural issues that may impact PARTICIPANT(s);
 - 5.1.2 Integrated, coordinated, and easily accessible resources for PARTICIPANT(s);
 - 5.1.3 Strength-based, family-friendly, and family-centered services;
 - 5.1.4 Community-based, integrated services that coordinate federal, State, and community funding opportunities; and
 - 5.1.5 Outcome-driven and focused on identifying indicators that accurately reflect progress towards stated Outcome Objectives in Paragraph 3 of Attachment A.
- 5.2 Ensure Case Management Services components include: Orientation; Appraisal, Employment and Job Services, SIP, Employment Readiness Assessment, WTW Plan, WTW Activities, maintaining weekly and/or monthly contacts; Specialized Case Management as specified in Subparagraph 6.8, Exemptions, Non-Compliance, and other Case Management Services.
- 5.3 Provide information deemed necessary by ADMINISTRATOR to complete any federal and/or State-required reports related to services provided.
- 5.4 Provide PARTICIPANT(s) with ongoing case management to help

PARTICIPANT(s) meet their participation requirements and overcome barriers to participation to achieve and maintain economic self-sufficiency.

- 5.5 Provide translation services, at no cost to COUNTY, in the PARTICIPANT(s)' primary language if requested by PARTICIPANT(s).
- 5.6 Provide bilingual staff, at no cost to COUNTY, to serve PARTICIPANT(s) who speak English, Farsi, Spanish, Vietnamese, or any other language consistent with and having a constant ratio to the target populations, as determined by ADMINISTRATOR.
- 5.7 Ensure CONTRACTOR's staff is trained and competent in: TANF, CalWORKs/WTW Program requirements and/or COUNTY policies and procedures; COUNTY data system(s); welfare fraud and child abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance requirements.

6. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

6.1 Orientation

- 6.1.1 Schedule the Orientation with PARTICIPANT(s) within three (3) business days of receipt of the case by CONTRACTOR from ADMINISTRATOR;
- 6.1.2 Ensure the Orientation is completed as required by CalWORKs/WTW Program requirements and/or COUNTY policy;
- 6.1.3 Record Orientation scheduling and completion in the COUNTY data system upon scheduling and completion of Orientation;
- 6.1.4 Schedule an Orientation at a time and place that does not interfere with the PARTICIPANT(s)' WTW Activity; and
- 6.1.5 Make a Good Cause Determination based on the PARTICIPANT(s)' circumstances.

6.2 Appraisal

- 6.2.1 Schedule the Appraisal with PARTICIPANT(s) within five (5) business days of initial contact with PARTICIPANT(s);

- 6.2.2 Conduct an Appraisal with the PARTICIPANT(s) utilizing OCAT and CalWORKs 2.0 tools;
- 6.2.3 Record the Appraisal scheduling and completion in COUNTY data system(s) upon scheduling and completing the Appraisal; and
- 6.2.4 Offer, explain, and complete referrals to Supportive Services if the Appraisal results indicate the PARTICIPANT(s) faces barriers that impair their ability to participate in WTW Activities.
- 6.2.5 Include the following in Appraisals:
 - 6.2.5.1 Evaluation and assistance in preparation of the family's monthly budget;
 - 6.2.5.2 Information regarding the PARTICIPANT(s)' WTW Rights and Responsibilities, including good cause, compliance, grievance, and appeals processes; and
 - 6.2.5.3 Evaluation and explanation of available Supportive Services.
- 6.2.6 Conduct a Re-Appraisal as required by ADMINISTRATOR.
- 6.3 Integrated Job Services
 - 6.3.1 Refer PARTICIPANT(s) to Integrated Job Services to assist in overcoming barriers and achieving self-sufficiency.
 - 6.3.2 Exceptions include, but are not limited to, PARTICIPANT(s) in the Cal-Learn Program.
- 6.4 Self-Initiated Program
 - 6.4.1 Review and approve each education or training program in which a SIP PARTICIPANT(s) was enrolled prior to the date of Appraisal;
 - 6.4.2 Approve or deny the SIP per TANF, CalWORKs/WTW Program requirements and/or COUNTY policy;
 - 6.4.3 Monitor the required number of hours in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy;
 - 6.4.4 Monitor attendance of PARTICIPANT(s)' in their approved SIP and transition the PARTICIPANT(s) to employment when they have completed their SIP;

- 6.4.5 Ensure PARTICIPANT(s) who are enrolled in an education/training program less than the required number of weekly hours, are participating in concurrent WTW Activities which will result in meeting the required number of weekly hours in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and
 - 6.4.6 Ensure that in a two (2)-parent household, consisting of two (2) SIPs, each parent shall participate at the minimum weekly hours in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.
- 6.5 Employment Readiness Assessment
- 6.5.1 Refer PARTICIPANT(s) to Employment Readiness Assessment as required by ADMINISTRATOR; and
 - 6.5.2 If Employment Readiness Assessment indicates evidence of a learning disability, refer PARTICIPANT(s) for a Learning Disability Evaluation, as required by ADMINISTRATOR.
- 6.6 Welfare-to-Work Plan
- 6.6.1 Develop the WTW Plan, in collaboration with the PARTICIPANT(s). The following should be considered in developing the WTW Plan:
 - 6.6.1.1 Employment Readiness Assessment results;
 - 6.6.1.2 Utilization of family strengths;
 - 6.6.1.3 Skills and abilities;
 - 6.6.1.4 Educational background;
 - 6.6.1.5 Employment history;
 - 6.6.1.6 Physical and/or mental health limitations;
 - 6.6.1.7 Family circumstances, such as housing, transportation, childcare, homelessness and domestic abuse;
 - 6.6.1.8 Child Welfare Services case plan requirements;
 - 6.6.1.9 Long-term and short-term employment goals and desires;
 - 6.6.1.10 Identification of perceived barriers to participation specific to the PARTICIPANT(s)' circumstances that, if not addressed, could

hinder participation in the WTW Program;

6.6.1.11 Identification of WTW Activities that will facilitate and expedite the PARTICIPANT(s)' ability to become self-sufficient. WTW Activities shall meet the required hours, and shall not interfere with other mandates (i.e., mandated counseling, court appearances, or CFS requirements), and shall be practical and achievable by the PARTICIPANT(s);

6.6.1.12 Participation requirements are in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and

6.6.1.13 Appropriate accommodations for identified learning disabilities in collaboration with PARTICIPANT(s).

6.6.2 Explain the WTW Plan to PARTICIPANT(s); acquire PARTICIPANT(s)' signature within ninety (90) days from the date PARTICIPANT(s) is required to participate in WTW; conduct home visits as necessary to ensure success of the WTW Plan; and document the information in the COUNTY data system(s).

6.6.3 Monitor PARTICIPANT(s)' compliance in WTW Plan.

6.7 WTW Activities

6.7.1 Refer PARTICIPANT(s) to WTW Activities per TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy. WTW Activities include Core/Non-Core Activities.

6.7.2 Assign the required number of hours of Core/Non-Core Activities that meet the CalWORKs federal minimum standards.

6.7.3 Engage PARTICIPANT(s) in WTW Activities including, but not limited to:

6.7.3.1 Adult Basic Education;

6.7.3.2 Subsidized, Unsubsidized, or Self-Employment;

6.7.3.3 Integrated Job Services;

6.7.3.4 Mental Health and Substance Use Services;

- 6.7.3.5 Domestic Abuse Services;
 - 6.7.3.6 Family Stabilization;
 - 6.7.3.7 Vocational Education and Training;
 - 6.7.3.8 WEX;
 - 6.7.3.9 Work Study;
 - 6.7.3.10 Job Search; and/or
 - 6.7.3.11 Other activities deemed necessary.
- 6.7.4 Maintain weekly and/or monthly contact with all PARTICIPANT(s), to monitor participation in WTW Activities. Contacts include, but are not limited to:
- 6.7.4.1 Face-to-face contact with PARTICIPANT(s);
 - 6.7.4.2 Home/site visits with PARTICIPANT(s);
 - 6.7.4.3 Letters/correspondence;
 - 6.7.4.4 Telephone contact; and/or
 - 6.7.4.5 Other communication methods as approved or required by ADMINISTRATOR.
- 6.8 Specialized Case Management
- 6.8.1 Provide Specialized Case Management Services including, but not limited to, the following:
 - 6.8.1.1 Cal-Learn;
 - 6.8.1.2 Domestic Abuse Services; and/or
 - 6.8.1.3 Family Stabilization..
- 6.9 Participation Requirements
- 6.9.1 All Families:
 - 6.9.1.1 Adults in a single parent AU with a child under the age of six (6) years old (without another parent in the home) are required to participate in Core WTW Activities for a minimum average of twenty (20) hours per week.
 - 6.9.1.2 Adults in a single parent AU with no child under the age of six (6) years old (without another parent in the home); adults in a

single parent AU with a child under the age of six (6) years old (with another parent/stepparent in the home); two (2) aided adults where one (1) adult is disabled, with a child under the age of six (6) years old; two (2) aided adults where one (1) adult is disabled, with no child under the age of six (6) years old, are required to participate in WTW Activities for a minimum average of thirty (30) hours per week, of which twenty (20) hours must be Core WTW Activities.

6.9.2 Two-Parent Family:

6.9.2.1 Two (2) aided adults, where neither adult is disabled, are required to participate in WTW Activities for a minimum average of thirty-five (35) hours per week, of which thirty (30) hours must be Core WTW Activities.

6.9.2.2 The participation requirements are subject to change, according to TANF, CalWORKs and WTW Program requirements and/or COUNTY policy.

6.10 Exemptions

6.10.1 Evaluate the PARTICIPANT(s) for an Exemption from WTW participation during Appraisal, during the Good Cause Determination, when a problem in WTW participation is identified, or when the PARTICIPANT(s)' requests to be evaluated for an Exemption.

6.10.2 Obtain documentation to support the Exemption.

6.10.3 Send recommendation to COUNTY to grant the Exemption within one (1) business day from the exemption request.

6.10.4 Evaluate voluntary participation with PARTICIPANT(s) and offer Supportive Services.

6.10.5 Continue to provide Case Management Services to PARTICIPANT(s) exempt from WTW participation as required by ADMINISTRATOR.

6.11 Non-Compliance

6.11.1 Make every effort to assist the PARTICIPANT(s) overcome barriers to

- participation prior to initiating Non-Compliance.
- 6.11.2 Initiate Non-Compliance when the PARTICIPANT(s) fails or refuses to comply with WTW requirements without good cause.
 - 6.11.3 Request authorization for a request of Non-Compliance from the ADMINISTRATOR prior to notifying the PARTICIPANT(s) of the Non-Compliance.
 - 6.11.4 Meet or contact the PARTICIPANT(s) to determine good cause by the end of the 20-day deadline from date PARTICIPANT(s) is notified of the Non-Compliance.
 - 6.11.5 Notify COUNTY of Good Cause Determination outcome.
 - 6.11.6 Develop a Compliance Plan as necessary.
 - 6.11.7 Notify COUNTY to impose the WTW Sanction when the PARTICIPANT(s) fails to meet or contact the CM by the 20-day deadline to determine good cause, does not have good cause for not complying with WTW requirement, does not agree to a Compliance Plan, or fails to complete the Compliance Plan without good cause.
 - 6.11.8 Participate in any WTW Sanction prevention and/or re-engagement efforts as required by ADMINISTRATOR.
- 6.12 Other Service Requirements
- 6.12.1 Participate in Client Intervention Meetings as required by ADMINISTRATOR.
 - 6.12.2 Refer PARTICIPANT(s) to services as necessary to address and overcome barriers to participation. Services include, but are not limited to: Domestic Abuse Services, Mental Health and Substance Use Services, Workforce Investment Boards (WIB), community colleges, Adult Basic Education, Regional Occupational Programs, and job fairs.
 - 6.12.3 After PARTICIPANT(s)' initial referral is sent to a service provider, CONTRACTOR shall complete follow-up contact within seven (7) business days to ensure the referral was successful.
 - 6.12.4 Maintain ongoing communication with ADMINISTRATOR and/or other

service providers to ensure a common understanding of PARTICIPANT(s)' participation status and/or needs.

6.12.5 Participate in all Cal-OAR efforts as required by ADMINISTRATOR;

6.12.6 Provide Case Management Services to WTW Exempt Volunteers as required by ADMINISTRATOR.

6.12.7 Provide services that are in alignment with State and Federal Work Participation Rate requirements.

7. ADDITIONAL RESPONSIBILITIES

7.1 Case Narratives

7.1.1 Accurately maintain and update the case narrative as required by ADMINISTRATOR. All entries by CONTRACTOR are to be entered into the case record in a format approved by ADMINISTRATOR. Case narratives shall include, but are not limited to, the following items:

7.1.1.1 Date WTW case is assigned;

7.1.1.2 Current status of the case, including assessment of service needs and barriers to participation, actions taken, and status of referrals;

7.1.1.3 Dates, including but not limited to; appointments, case closures or transfers; pending and/or incomplete actions; and the type of contact for all communication, including required monthly contact(s) or required weekly contact(s);

7.1.1.4 Assigned WTW Activities;

7.1.1.5 Required weekly participation hours;

7.1.1.6 Use of mandatory CalWORKs 2.0 tools;

7.1.1.7 Case Manager name and caseload number after each entry; and/or

7.1.1.8 Any additional information as required by ADMINISTRATOR.

7.2 Case Records

7.2.1 CONTRACTOR shall maintain an imaged (electronic) case record. The content of the case records shall be in a format approved by ADMINISTRATOR. The case record shall contain any documentation

- not included in COUNTY data system.
- 7.2.2 Information in case records shall be treated as confidential and only released to ADMINISTRATOR as required, or to others upon ADMINISTRATOR approval.
- 7.2.3 Items in the case records may include, but are not limited to, the following:
- 7.2.3.1 Utilization of CalWORKs 2.0 tools;
 - 7.2.3.2 Assessment report;
 - 7.2.3.3 WTW Plans;
 - 7.2.3.4 All Notices of Action;
 - 7.2.3.5 Documentation of services provided, including contacts with, and on behalf of PARTICIPANT(s) and general observations;
 - 7.2.3.6 Documentation of service providers working with PARTICIPANT(s) or members of PARTICIPANT(s)'s family, including payments made to the provider;
 - 7.2.3.7 Childcare arrangements and documentation;
 - 7.2.3.8 Documentation and justification for Supportive Services;
 - 7.2.3.9 Documentation of participation hours;
 - 7.2.3.10 Documentation regarding the Non-Compliance process;
 - 7.2.3.11 Attendance and progress reports, including those from service providers;
 - 7.2.3.12 Family composition;
 - 7.2.3.13 Release forms required for collateral contacts;
 - 7.2.3.14 Documentation of language needs and how they were resolved;
 - 7.2.3.15 Copies of the Rights and Responsibilities, and other forms and documents as required by ADMINISTRATOR; and
 - 7.2.3.16 Medical verifications of disabilities.
- 7.3 Case Closures
- 7.3.1 Complete all required entries in the COUNTY data system(s).
 - 7.3.2 Complete Integrated Job Services referrals as necessary.
 - 7.3.3 Close PARTICIPANT(s) case records as required by

ADMINISTRATOR.

7.4 Case Reviews

7.4.1 Supervisor Reviews

7.4.1.1 ADMINISTRATOR shall require CONTRACTOR to review a minimum number of active WTW cases in a format approved by ADMINISTRATOR, on a monthly basis. Reviews shall be submitted by CONTRACTOR to ADMINISTRATOR by the 15th of the following month.

7.4.1.2 Record case review findings in COUNTY case review database.

7.4.1.3 Cases shall be randomly selected as determined by ADMINISTRATOR.

7.4.1.4 Supervisor reviews shall include, but not be limited to:

7.4.1.4.1 Overall case management and application of TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy;

7.4.1.4.2 PARTICIPANT(s)' participation hours and efforts to keep PARTICIPANT(s) engaged and in compliance;

7.4.1.4.3 Case discrepancies;

7.4.1.4.4 Coordinate case transfers with COUNTY staff per COUNTY Policy; and

7.4.1.4.5 Any other identified corrective actions required.

7.4.1.5 Ensure corrective actions, if applicable, are completed within ten (10) business days of completion of each individual review.

7.5 Operational Changes

7.5.1 CONTRACTOR shall inform ADMINISTRATOR and on-site COUNTY management staff in advance, or within twenty-four (24) business hours of any operational change that could result in an impact to co-located COUNTY staff workload, caseload, or provision of services.

7.6 Forms and Publications

7.6.1 ADMINISTRATOR will provide a camera-ready copy of all mandatory

State and COUNTY forms to CONTRACTOR. CONTRACTOR shall be responsible for duplication and distribution of the forms to its staff. CONTRACTOR may develop their own internal forms; however, internal forms must be reviewed and approved by ADMINISTRATOR prior to implementation and/or distribution.

7.6.2 All publications developed under this AGREEMENT, including but not limited to fliers and newsletters, will be subject to written approval of ADMINISTRATOR prior to distribution.

7.7 Welfare Fraud Investigation Referrals

7.7.1 If CalWORKs eligibility or Supportive Services payment fraud is suspected, either by the PARTICIPANT(s) or a service provider, CONTRACTOR shall inform COUNTY to initiate an investigation referral.

7.8 Time Study

7.8.1 CONTRACTOR shall adhere to COUNTY time study procedures by identifying and reporting time devoted to the delivery of services under this AGREEMENT.

7.8.2 Time studies shall be completed by CONTRACTOR in the months of February, May, August, and November of each year. Completed time studies shall be made available to ADMINISTRATOR by the first business day of the month, following each month in which the time study is to be completed.

7.8.3 Supervisory staff do not complete detailed time studies, but shall record the total hours worked per day in a time study month.

7.8.4 CONTRACTOR's supervisors shall review staff time study detail reports for accuracy and ensure consistency with reported work hours for the same period.

8. FACILITIES

8.1 Administrative services under this Agreement shall be provided at:

[Contractor's Name]

[Street Address]

[City, State, Zip Code]

8.2 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

Laguna Hills Regional Center
23330 Moulton Pkwy
Laguna Hills, CA 92653

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

Cypress Regional Center
6100 Chip Ave
Cypress, CA 90630

8.3 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.

9. MEETINGS

9.1 CONTRACTOR shall attend monthly meetings with COUNTY, other COUNTY contracted service providers, community partners, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR. Upon mutual agreement of

CONTRACTOR and ADMINISTRATOR, CONTRACTOR may attend meetings remotely. CONTRACTOR shall assign a liaison, at no cost to COUNTY, to consult regarding specific cases, be available to answer questions, and provide additional information as needed.

10. PERFORMANCE MONITORING

10.1 CONTRACTOR's performance will be monitored and reviewed by ADMINISTRATOR. CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for monitoring contract deliverables and services, and cooperate with authorized County, State, and/or federal representatives who may audit TANF, CalWORKs/WTW Program requirements and/or COUNTY policy for compliance.

10.2 ADMINISTRATOR will use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to, the following:

10.2.1 Monthly reviews of CONTRACTOR's case management performance. ADMINISTRATOR will inspect CONTRACTOR cases, related COUNTY data system entries, and applicable data reports to ensure compliance with the requirements in Attachment A;

10.2.2 Random sampling of program activities including a review of case files each month;

10.2.3 Activity checklists and random observations;

10.2.4 Computer data system reports;

10.2.5 PARTICIPANT(s) complaints and/or WTW PARTICIPANT(s) questionnaires;

10.2.6 Any CalWORKs/WTW eligibility determination request; and

10.2.7 Service provider complaints or reports.

10.3 When it is determined that services were not performed in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy during the review period, ADMINISTRATOR may, at its sole discretion, require corrective action plans. CONTRACTOR shall validate, review, and respond to the preliminary findings. CONTRACTOR shall remedy the performance defects

within the time period specified in the corrective action plan.

11. HANDLING COMPLAINTS

- 11.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating, and responding to PARTICIPANT(s)' complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments and other complaints relating to services provided under this AGREEMENT.
- 11.2 CONTRACTOR's staff shall maintain a log for identification and response to PARTICIPANT(s)' complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted, which adheres to formal plans for specific actions and strict time deadlines. Responses to complaints shall occur within two (2) business days, unless otherwise authorized by COUNTY.
- 11.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to COUNTY prior to responding to the complaint.
- 11.4 CONTRACTOR shall provide to COUNTY, in a form approved by COUNTY, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint.
- 11.5 CONTRACTOR shall provide a summary of all complaints, including Civil Rights Complaints, and/or negative comments, on a monthly basis, as prescribed and on a format approved by COUNTY. Complaints include, but are not limited to, complaints from PARTICIPANT(s), other COUNTY contracted service providers, community organizations, and the public.

12. BUDGET

- 12.1 The budget for services provided pursuant to Attachment A of this AGREEMENT is set forth as follows (CONTRACTOR's budget):
- (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) 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 AGREEMENT. This percentage is based upon a 40-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 AGREEMENT, regardless of the number of hours actually worked.
- (3) Maximum hourly rate which will be permitted during the term of this AGREEMENT; employees may be paid at less than maximum hourly rate.
- (4) Employee Benefits include (CONTRACTOR's benefits); 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 _____% of the actual salary expense claimed.
- (5) Mileage is limited to the amount allowed by IRS.
- (6) Indirect costs include administrative costs not directly charged to the program including: ____% (CONTRACTOR's indirect cost). Indirect costs are based on ____% (CONTRACTOR's %) of (what budgeted items). 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.

or

- (6) Indirect costs include administrative costs not directly charged to the program, including _____ (CONTRACTOR's indirect cost). Per the federally negotiated rate agreement, indirect costs reflect _____% of staff salaries (not including benefits). 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.

- (7) Services and supplies shall include (CONTRACTOR's budget for services and supplies expenses).
- (8) Operating expenses shall include (CONTRACTOR's budget for operating expenses). 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 AGREEMENT 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.
- 12.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 21.1 of this AGREEMENT or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 44.4 of this AGREEMENT, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 12.3 In the event the budget shown in Subparagraph 12 of this Attachment A is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2021, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1st of each Agreement year shall be identical to the most recently modified annual budget.

or

In the event one of the annual budgets shown in Subparagraph 12.1 of this Attachment A 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, 2021 through June 30, 2022 is modified, the modification will be effective until June 30, 2022. Beginning July 1, 2022, the budget will revert to the budget included in Subparagraph 12.1 of this Attachment A until it is modified, if applicable.

13. STAFFING REQUIREMENTS

CONTRACTOR shall:

- 13.1 Recruit, hire, and retain the requisite number of culturally and linguistically appropriate staff to operate program services as provided for in the budget.
- 13.2 Maintain a staffing ratio as determined by ADMINISTRATOR.
- 13.3 Provide training and maintain a competent, stable, and experienced workforce to fulfill service requirements.
- 13.4 Retain staff with interpersonal skills to address challenges with providing Case Management Services to difficult-to-serve populations.
- 13.5 Fill any vacancies, which may occur during the term of this AGREEMENT, in order to ensure the continuous and efficient delivery of services to PARTICIPANT(s). CONTRACTOR shall fill any vacancies with individuals with the appropriate experience and levels of education required for the job and notify the ADMINISTRATOR of changes in staffing.
- 13.6 Obtain prior approval from ADMINISTRATOR before scheduling staff overtime.
- 13.7 Ensure direct service staff are fluent in and possess the ability to prepare written reports in English.
- 13.8 Ensure direct service staff are trained in the use of CalJOBS and/or other job databases to understand the local labor market information, industry clusters, career pathways and demand occupations, and other local resources that are available to assist PARTICIPANT(s) seeking, obtaining and retaining employment.
- 13.9 CONTRACTOR shall provide the following described staff positions:
 - 13.9.1 Project Director

Duties:

- 13.9.1.1 Responsible for the overall management and coordination of the contract, and supervision of employees providing services per this AGREEMENT.
- 13.9.1.2 Serve as designated liaison for all contractual programmatic, fiscal, and administrative issues.
- 13.9.1.3 Provide leadership and direction to ensure compliance with all TANF, CalWORKs/WTW Program requirements, and COUNTY policies and procedures.
- 13.9.1.4 Develop and monitor performance to meet or exceed goals and objectives per this AGREEMENT.
- 13.9.1.5 Assist with the day-to-day finance duties such as, but not limited to: preparing vendor invoices for review and approval and communicating with Finance to ensure proper administration of Finance processes and procedures.

Qualifications:

- 13.9.1.6 Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field; and
- 13.9.1.7 A minimum of five (5) years' experience organizing, planning and program development and services at a management level.

13.9.2 Quality Assurance Coordinator/Manager

Duties:

- 13.9.2.1 Develop and implement planned or systematic actions/tools necessary to ensure Case Management Services are performed effectively.
- 13.9.2.2 Ensure the administration of Case Management Services is in compliance with all contractual, County, State and Federal requirements.
- 13.9.2.3 Ensure the quality of casework is in accordance with the quality standards required by TANF, CalWORKs/WTW Program

requirements, and COUNTY policies and procedures.

Qualifications:

13.9.2.4 Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field; or a minimum four (4) years of experience in management or supervision; and

13.9.2.5 A minimum of two (2) years of management or supervision experience, providing consultation, and collaboration with public-private partnerships and county agencies.

13.9.3 Operations Manager

Duties:

13.9.3.1 Serve as back-up for Project Director.

13.9.3.2 Provide management oversight and direct supervision of Case Manager Supervisors.

13.9.3.3 Ensure administration of the TANF, CalWORKs/WTW and COUNTY policies and procedures.

Qualifications:

13.9.3.4 Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field; or a minimum of four (4) years of experience in management or supervision; and

13.9.3.5 Minimum of two (2) years of management or supervision experience, providing consultation, and collaboration with public-private partnerships and county agencies.

13.9.4 Case Manager Supervisor

Duties:

13.9.4.1 Provide administrative and technical supervision to Case Managers to ensure that requirements relative to Outcome Objectives are met, as specified in Paragraph 3 of this Attachment A.

13.9.4.2 Direct Case Managers in the application of TANF and/or

CalWORKs/WTW Program requirements.

13.9.4.3 Monitor interaction between Case Managers and PARTICIPANT(s) during interviews and other face-to-face contact as needed.

13.9.4.4 Review case records, for completeness, accuracy, consistency, conformity with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.

13.9.4.5 Maintain relationships with COUNTY contracted service providers; assist Case Managers in reconciling PARTICIPANT(s)' disputes with COUNTY contracted service providers; and participate in grievance hearings.

Qualifications:

13.9.4.6 Bachelor's degree in human services, social work, or related field from an accredited college or university or four (4) years of experience in social casework in a public or private organization.

13.9.5 Case Manager

Duties:

13.9.5.1 Provide Case Management Services to PARTICIPANT(s) participating in: WTW; Cal-Learn; Domestic Abuse Services; Family Stabilization Services, Mutual Client; and Family Reunification Services PARTICIPANT(s).

13.9.5.2 Provide encouragement and support to PARTICIPANT(s) to ensure successful participation in each step/component of the TANF and/or CalWORKs/WTW Program requirements.

13.9.5.3 Serve as primary linkage between the PARTICIPANT(s) and program services.

13.9.5.4 Provide motivation to keep the PARTICIPANT(s) engaged with employment goals.

Qualifications:

13.9.5.5 Bachelor's degree in human services, social work, or related field from an accredited college or university; or four (4) years of

experience in employment services or human services.

14. TRAINING

CONTRACTOR shall:

- 14.1 Ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills (e.g., Windows, Microsoft Office).
- 14.2 Ensure CONTRACTOR's staff attend training, conferences, and meetings as required by ADMINISTRATOR.
- 14.3 Provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.
- 14.4 Ensure CONTRACTOR's staff receives cultural awareness and responsiveness training.
- 14.5 Maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to ADMINISTRATOR, upon request.

ADMINISTRATOR shall:

- 14.6 ADMINISTRATOR will provide initial training to a limited number of select CONTRACTOR staff with respect to TANF, CalWORKs/WTW Program requirements and/or COUNTY policies and procedures. ADMINISTRATOR will also provide CONTRACTOR staff with initial training in use of COUNTY data system(s). ADMINISTRATOR will provide technical information to CONTRACTOR on these requirements, but it will be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff understand and correctly implement the requirements cited when providing services under this AGREEMENT.

15. QUALITY ASSURANCE/QUALITY CONTROL

- 15.1 CONTRACTOR shall establish and submit a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program

service and quality to ADMINISTRATOR by August 1, 2022. The Quality Control Plan will be effective on contract start date and will be updated and resubmitted for ADMINISTRATOR approval when changes occur. The Quality Control Plan includes, but not be limited to, the following:

- 15.1.1 The title/level and qualification of personnel performing monitoring functions.
- 15.1.2 The method for ensuring the services, deliverables, and requirements as specified in Attachment A of this AGREEMENT are being provided at or above the level of quality per this AGREEMENT;
- 15.1.3 The method for assuring that the professional staff rendering services under this Agreement has the necessary qualifications;
- 15.1.4 The method of identifying and preventing deficiencies in the quality of service as required by ADMINISTRATOR; and
- 15.1.5 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.

ATTACHMENT B
FOR THE PROVISION OF CASE MANAGEMENT SERVICES

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 I](#)) and the County of Orange Information Technology Usage Policy ([Attachment II](#)) with instructions for the new employee to read and sign the SSA Information Technology Security and Usage Agreement ([Attachment III](#)). 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 IV](#)).
 3. Confirm that the new employee complete the review of the SSA Information Security Rules of the Road ([Attachment V](#)) 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 III](#)), the signed Orange County Social Services Agency Confidentiality of Client Information ([Attachment IV](#)) and documentation of completion of SSA Information Security Rules of the Road ([Attachment V](#)) 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 I](#)); and
3. County of Orange Information Technology Usage Policy ([Attachment II](#)).

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 VI](#)). 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 VI](#)) 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 VI](#)) shall be provided to SSA IT. Network access will not be provided until this signed document is received.

V. ATTACHMENTS

- I. [Information Technology Security Policy, County of Orange](#)
- II. [County of Orange Information Technology Usage Policy](#)
- III. [SSA Information Technology Security and Usage Agreement](#)
- IV. [Orange County Social Services Agency Confidentiality of Client Information](#)
- V. [Social Services Agency Information Security Rules of the Road](#)
- VI. [Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy](#)

ATTACHMENT C
FOR THE PROVISION OF CASE MANAGEMENT SERVICES

I. PURPOSE

To establish guidelines to expeditiously and accurately report lost Personally Identifiable Information and other forms of Confidential Information.

II. POLICY

All Social Services Agency (SSA/Agency) staff shall comply with all Federal and State requirements regarding the safeguarding of confidential information and reporting incident protocols. Compliance of this policy shall be in accordance with the [State of California Department of Health Care Services \(DHCS\) Medi-Cal Privacy and Security Agreement \(PSA\) \(Attachment 1\)](#), the [State of California Health and Human Services Agency Department of Social Services \(CDSS\) All County Letters No. 15-56](#) and [16-100](#) issued on August 14, 2015 (Attachment 2) and January 12, 2016 (Attachment 3) respectively, and the procedures outlined in Section IV below.

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.

III. DEFINITIONS

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.

Confidential Information: covers 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): covers 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 other forms of confidential information: cover information containing PII or other forms of confidential information 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): covers a combination of personal information stored electronically or in hard copy that describes the specific identity of the person such as a person's name with social security number (SSN) or date of birth (DOB). PII can be used to identify an individual person. For example, "Jane Doe" is not PII, but "Jane Doe DOB 1/1/1980" is PII.

Medi-Cal Personally Identifiable Information (Medi-Cal PII): covers 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 Breach: is an unauthorized access or acquisition of information that compromises the security, confidentiality or integrity of PII. Information may be in electronic or hardcopy form and may consist of a single piece of information and/or an entire information system, such as hard drive, portable computer storage medium, Blackberry/Cell phones or laptop computer. Examples of security breaches include but are not limited to:

- Faxing PII to a wrong number;
- A stolen electronic portable device containing PII;
- An employee's unauthorized access of data systems to inquire on an acquaintance;
- Improper disposal of records containing PII; and
- Leaving PII in a public place.

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

Unauthorized Access: means audible or visual disclosure of PII without a direct business need or other lawful reason for use of this information.

IV. PROCEDURE

Specific reporting requirements related to a security breach are outlined below depending on the type of information:

- A. Loss of Medi-Cal PII as defined by the DHCS Medi-Cal PSA (Attachment 1)
- B. Loss of Social Security Administration, Medi-Cal Eligibility Data System (MEDS) or Applicant Income and Eligibility Verification System (IEVS) PII as defined by the CDSS ACL 16-100 (Attachment 3)
- C. Loss of Federal Tax Information (FTI) as defined by CDSS ACL 15-56 (Attachment 2); or
- D. Loss of confidential information that does not meet (A), (B), or (C) (see [Checklist, Attachment 5](#) and Attachment 4, [California SB 1386](#)).

- A. Reporting Process for Lost Medi-Cal PII

Within 24 hours (including weekends and holidays) of discovery of a security breach involving Medi-Cal PII, prompt reporting shall be undertaken following the steps below:

1. The SSA staff, upon discovery of lost Medi-Cal PII, shall report suspected loss through the chain-of-command up to the Deputy Director responsible for the affected unit.
2. The Deputy Director shall immediately direct the affected unit to attempt to locate the missing material(s) or information. If loss or unauthorized disclosure of Medi-Cal PII

I 7 Loss of Personally Identifiable Information (PII)
or Other Forms of Confidential Information

is confirmed, the Deputy Director or his/her designee assumes the role of Action Officer who shall be responsible for handling all issues associated with this incident including communicating with stakeholders regarding current situation status, developing and implementing a remediation plan to mitigate damage and preventing further incidents from occurring.

3. The SSA staff knowledgeable about the incident shall submit a Special Incident Report (SIR) following [Administrative Policies and Procedures F 13](#). The SIR should, at a minimum, include the same information as the DHCS notification message (see number 4 below).
4. The Action Officer shall also draft a DHCS Privacy Incident Report (PIR) using the information known about the incident at that time. The Action Officer shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, select “Privacy & HIPAA” and then “County Use”) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.
5. The Agency Director or his/her designee shall review the DHCS notification message and, if necessary, direct the Action Officer to notify County Counsel, Risk Management and/or the County Executive Office of the incident.
6. If the incident meets any of the criteria noted in the [County Significant Incident/ Claim Reporting Protocol](#), the Action Officer shall draft a report containing the basic/concise facts and recommend approval by their Deputy Director to promptly send it via mail to IncidentReport@ocgov.com.
7. Once approved by the Agency Director or his/her designee, the Action Officer shall ensure that DHCS is provided with the information on the notification message PIR by telephone call or e-mail within one working day of discovery. The PIR shall be sent to the DHCS Privacy Office and the DHCS Information Security Office with a copy to CDSS Information Security and Privacy Office. The DHCS is acting on behalf of CDSS, for purposes of receiving reports of privacy and information security incidents and breaches.

DHCS Privacy Office	DHCS Information Security Office
DHCS Privacy Office c/o: Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov	DHCS Information Security Office MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: EITS Service Desk (916) 440-7000 or

I 7 Loss of Personally Identifiable Information (PII)
or Other Forms of Confidential Information

Telephone: (916) 445-4646 or (866) 866-0602	(800) 579-0874
CDSS Information Security & Privacy Office	
California Department of Social Services Information Security & Privacy Office 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413 Email: iso@dss.ca.gov Telephone: (916) 651-5558	

8. The Action Officer shall initiate and ensure that prompt corrective action is taken to mitigate any risks or damages involved with the breach, and to protect the operating environment.
9. The Action Officer shall oversee the completion of the breach investigation and submit reports to the DHCS Privacy Officer and Information Security Officer in accordance with PSA directions.
10. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of Medi-Cal PII when notification is required. The Action Officer shall contact County Counsel and Risk Management, and also obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications.

B. Reporting Process for Lost Social Security Administration, MEDS or IEVS PII

(Note: Although Social Security Administration, MEDS, and IEVS PII are governed by CDSS, DHCS breach reporting procedures are used and CDSS is copied on reports).

Loss of Social Security Administration PII shall be reported within an hour of discovery. While discovery of a security breach involving MEDS or IEVS PII, shall be reported within 24 hours (including weekends and holidays). Reporting shall be undertaken following the steps below:

1. The SSA staff, upon discovery of lost Social Security Administration, MEDS, or IEVS PII, shall report suspected loss through the chain-of-command up to the Deputy Director responsible for the affected unit.

I 7 Loss of Personally Identifiable Information (PII)
or Other Forms of Confidential Information

2. The Deputy Director shall immediately direct the affected unit to attempt to locate the missing material(s) or information. If loss or unauthorized disclosure of PII is confirmed, the Deputy Director or his/her designee assumes the role of Action Officer who shall be responsible for handling all issues associated with this incident including communicating with stakeholders regarding current situation status, developing and implementing a remediation plan to mitigate damage and preventing further incidents from occurring.
3. The SSA staff knowledgeable about the incident shall submit a Special Incident Report (SIR) following [Administrative Policies and Procedures F 13](#). The SIR should, at a minimum, include the same information as the DHCS notification message (see number 4 below).
4. The Action Officer shall also draft a Privacy Incident Report (PIR) using the information known about the incident at that time. The Action Officer shall use the most current version of this form, which is posted on the DHCS (both DHCS and CDSS use the same form) Privacy Office website (www.dhcs.ca.gov, select “Privacy & HIPAA” and then “County Use”) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.
5. The Agency Director or his/her designee shall review the notification message and, if necessary, direct the Action Officer to notify County Counsel, Risk Management and/or the County Executive Office of the incident.
6. If the incident meets any of the criteria noted in the [County Significant Incident/ Claim Reporting Protocol](#), the Action Officer shall draft a report containing the basic/concise facts and recommend approval by their Deputy Director to promptly send it via mail to IncidentReport@ocgov.com.
7. Once approved by the Agency Director or his/her designee, the Action Officer shall ensure that DHCS and CDSS is provided with the information on the notification message PIR by telephone call or e-mail within one working day of discovery. The PIR shall be sent to the DHCS Privacy Office and the DHCS Information Security Office with a copy to CDSS Information Security and Privacy Office. The DHCS is acting on behalf of CDSS, for purposes of receiving reports of privacy and information security incidents and breaches.

DHCS Privacy Office	DHCS Information Security Office
DHCS Privacy Office c/o: Office of HIPAA Compliance MS 4722 P.O. Box 997413	DHCS Information Security Office MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413

Attachment F
I 7 Loss of Personally Identifiable Information (PII)
or Other Forms of Confidential Information

<p>Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 or (866) 866-0602</p>	<p>Email: iso@dhcs.ca.gov Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874</p>
<p>CDSS Information Security & Privacy Office</p>	
<p>California Department of Social Services Information Security & Privacy Office 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413 Email: iso@dss.ca.gov Telephone: (916) 651-5558</p>	

8. The Action Officer shall initiate and ensure that prompt corrective action is taken to mitigate any risks or damages involved with the breach, and to protect the operating environment.
9. The Action Officer shall oversee the completion of the breach investigation and submit reports to the DHCS Privacy Officer and Information Security Officer in accordance with PSA directions.
10. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of PII when notification is required. The Action Officer shall contact County Counsel and Risk Management, and also obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications.

C. Reporting Process for Loss of FTI

A discovery of a security breach involving loss of FTI shall be reported within 24 hours (including weekends and holidays) of discovery. Follow the reporting guidelines stated in Section IV, A. 1 through 5 and 7; and reporting protocols to the appropriate parties, using the guidelines provided by the [State of California Health and Human Services Agency Department of Social Services All County Letter No. 15-56](#) issued on August 14, 2015 (Attachment 2). (Do not contact DHCS).

In addition, the following steps shall be immediately followed by the Action Officer:

I 7 Loss of Personally Identifiable Information (PII)
or Other Forms of Confidential Information

1. Review SIR document and if necessary, notify County Counsel, Risk Management and/or the County Executive Office of the incident. If the incident meets any of the criteria noted in the [County Significant Incident/ Claim Reporting Protocol](#), the Action Officer shall advise the Division Director to send the basic/concise facts by email to IncidentReport@ocgov.com promptly.
2. Complete the breach investigation and submit a written breach report within five working days of the incident to the Agency Director detailing the following:
 - The data elements which were involved;
 - A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed confidential information;
 - A list of the names of those people whose confidential information was disclosed;
 - County Counsel recommendation on how, when and the content of the notification to those people whose confidential information was disclosed;
 - A description of where the confidential information is believed to have been improperly transmitted, sent, or used;
 - A description of the probable causes of the breach; and
 - A detailed corrective action plan including measures that were taken to halt and/or contain the breach and recommendations on how to prevent future breaches.
3. If required, oversee notification of individuals affected by the security breach upon approval of the Agency Director or his/her designee;

Note: If security breach was reported to IRS Office of Safeguards, the Agency Director/designee shall inform the IRS office of notification activities undertaken before the notifications are released to the impacted individuals. In addition, the Agency/designee shall inform the IRS Office of Safeguards of any pending media release, including sharing the text, prior to distribution.

4. Ensure implementation of the corrective action plan and periodically report progress to the Agency Director.
- D. Reporting Process for Loss or Unauthorized Disclosure of Confidential Information except Medi-Cal, Social Security Administration, MEDS, IEVS, or FTI PII's.

SSA staff and Deputy Directors shall follow any applicable guidelines stated in Section IV A, B, or [Attachment 3](#).

[California Civil Code 1798.29](#) requires notifying California residents whose unencrypted personal information was, or is reasonably believed to have been acquired by an unauthorized person of the data breach discovery.

In case of loss or unauthorized disclosure of PII, the Agency must notify in writing those people whose personal information was lost or disclosed.

EXCEPTION: There is no requirement to notify individuals if the personal information was encrypted.

- E. Reporting process outlined in the Children and Family Services Division ([CFS Policy F-0105](#)), [Loss/Theft of Client Personal Information](#) shall also be followed by CFS staff as appropriate, in addition to the above procedure.
- F.

V. REFERENCES

[California Department of Social Services, Privacy and Security Agreement](#), ACL 16-100 dated January 12, 2017

[California SB 1386](#) Personal Information: Privacy

[California Civil Code 1798.29](#)

[Children and Family Services Division \(CFS Policy F-0105\), Loss/Theft of Client Personal Information](#)

[County Executive Office Memorandum from Mark Denny, Chief Operating Officer, Subject: Significant Incident/Claim Reporting Protocol](#) dated November 5, 2013

Department of Health Care Services [2016 Medi-Cal Privacy and Security Agreements](#), ACWDL 16-09 dated May 3, 2016

VI. ATTACHMENTS

1. [Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of Orange, Social Services Agency](#)
2. [California Department of Social Services All County Letter No. 15-56 titled Information Security Incident Reporting Protocol for Federal Tax Information and Personally Identifying Information, August 14, 2015](#)

3. [California Department of Social Services, Privacy and Security Agreement ACL 16-100 dated January 12, 2017](#)
4. [California SB 1386](#) Personal Information: Privacy
5. [Checklist: Reporting Protocols](#)

ATTACHMENT D
FOR THE PROVISION OF CASE MANAGEMENT SERVICES

Declaration

I have read and agree to all provisions in the County of Orange Information Technology Security Policy, the County of Orange Information Technology Usage Policy, and the SSA Administrative Policies and Procedures Manual I 6 Information Technology Security and Usage. I will adhere to all applicable SSA, County of Orange, State of California, and Federal regulations relating to information technology security, privacy and confidentiality of information. I accept these responsibilities and agree to exercise proper care and to protect all assets while performing my duties. I understand that improper use of County resources and the disclosure of any sensitive, confidential, proprietary or Personal Identity Information (PII) to unauthorized persons during or after separation of my employment at SSA may make me liable for revocation of user privileges, discharge, and administrative, civil and/or criminal prosecution.

My signature below affirms I have read, understand and agree to the foregoing statements.

 Print Name of User

 Signature of User

 Date

Supervisor of User/Human Resources (HR) Representative:

 Print Name of Supervisor
 or HR Representative

 Signature of Supervisor
 or HR Representative

 Date

ATTACHMENT E**FOR THE PROVISION OF CASE MANAGEMENT SERVICES**

Project # _____
 Facility Address _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is made and entered into on _____, 2021 (“**Effective Date**”), by and between _____, (hereinafter referred to as “**Licensee**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Licensor**”), without regard to number and gender. County and Licensee may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

1. DEFINITIONS (SRLic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Licensee, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to Licensee, such other person as shall be designated by the County Executive Officer.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Licensee, such other person or entity as shall be designated by the Board of Supervisors.

“**Social Services Agency or SSA**” means the Social Services Agency, County of Orange, or designee, or upon written notice to Licensee, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**SSA Director**” means the Director of Social Services Agency, County of Orange, or designee, or upon written notice to Licensor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**SSA/Facilities Services Manager**” means the Manager, Social Services Agency/Facilities Services, County of Orange, or designee, or upon written notice to Licensor, such other person or entity as shall be designated by the Director of the Social Services Agency.

2. LICENSE AREA (SRLic-1.1 S)

County grants to Licensee the right to use approximately _____ rentable square feet (“RSF”) of office space in that certain property located at _____, as described in Exhibit A and as shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof (hereinafter referred to as the “License Area”), together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the License Area. This right also includes reasonable and non-exclusive right to access the License Area.

3. USE (SRLic-1.2 S)

Licensee's use of the License Area shall be limited to providing_____.

Licensee agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area. Licensee further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

NO ALCOHOL, TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM OR CONSUMED WITHIN THE LICENSE AREA. DRINKING ALCOHOLIC BEVERAGES AND SMOKING OF ANY KIND IS PROHIBITED INSIDE ANY BUILDING WITHIN THE LICENSE AREA.

4. PARKING (SRLic-1.4 S)

County shall provide ____ parking spaces for Licensee’s free and non-exclusive use. The location and any rules or instructions for use of these parking spaces shall be determined by the County.

5. TERM (SRLic-1.6 S)

This License shall commence on _____ and shall continue in effect for _____ years (“Term”), unless otherwise terminated in accordance with Clause 6 (TERMINATION) of this License, however, in the event that the Service Agreement between the Parties is not entered into or terminates, this License shall also immediately terminate concurrently therewith without any further notice.

6. TERMINATION (SRLic-1.7 S)

This License shall be revocable by either County or Licensee at any time; however, as a courtesy the terminating Party will attempt to give thirty (30) days written notice to the other Party prior to the termination date.

7. LICENSE FEE (SRLic-1.8 N)

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The Parties agree that the value of the services Licensee will provide pursuant to this License are comparable to the value of the License Area being provided by the County, and to the extent the Licensee continues to offer the services as stated herein, there will be no fee for this License.

8. UTILITIES AND JANITORIAL (SRLic-2.3 N)

County shall be responsible for payment of all utilities provided to the License Area. Unless otherwise stated herein, County shall be responsible for all maintenance and repairs (including but not limited to: fire alarm, fire extinguisher, HVAC system, elevator maintenance, landscaping, pest control, and trash) unless such maintenance and repairs arise out of Licensee's negligence or intentional acts not in accordance with the uses permitted herein, per Clause 3 (USE), above and not including normal wear and tear.

9. OPERATIONAL REQUIREMENTS OF LICENSEE (SRLic-2.7 S)

Licensee shall, to the satisfaction of County, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be Licensee's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair.

Licensee expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of County and in compliance with all applicable laws. Licensee further agrees to provide approved containers for trash and garbage and to keep the License Area free and clear of rubbish and litter. County shall have the right to enter upon and inspect the License Area at any time to verify conformity with any terms and conditions of this License including cleanliness and safety.

Licensee shall designate in writing to County an on-site representative who shall be responsible for the day to day operation and level of maintenance, cleanliness, and general order.

If Licensee fails to maintain or make repairs or replacements as required herein, County may notify Licensee in writing of said failure. Should Licensee fail to correct the situation within three (3) business days thereafter, County may make or cause to be made the necessary correction, and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment and administration, shall be paid by Licensee within ten (10) days of receipt of a statement of said cost from County. County may, at County's option, choose other remedies available herein, or by law.

Upon expiration or termination of the License, the License Area must be returned to its original condition and the Licensee is solely responsible for any costs or damages.

10. INSURANCE (SRLic-2.8 S)

- 15.2 Licensee agrees to purchase all required insurance at Licensee's expense and to deposit with the County certificates of insurance, including all**

endorsements required herein, necessary to satisfy the County that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the County during the entire term of this License.

Licensee agrees that Licensee shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the County. In no cases shall assurances by Licensee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The County will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Licensee also agrees that upon cancellation, termination, or expiration of Licensee's insurance, County may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the County reinstates the License.

If Licensee fails to provide the County with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, County and Licensee agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to Licensee, said material breach shall permit County to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and Licensee's employees and agents, from entering the License Area until such time as the Chief Real Estate Officer is provided with adequate evidence of insurance required herein. Licensee further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.

Licensee may occupy the License Area only upon providing to County the required insurance stated herein and maintain such insurance for the entire term of this License. County reserves the right to terminate this License at any time Licensee's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. Licensee shall pay County a fee of two hundred dollars (\$200.00) for processing the reinstatement of the License. Licensee shall provide to County immediate notice of said insurance cancellation or termination.

15.3 All contractors performing work on behalf of Licensee pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for Licensee. Licensee shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the Licensee under this License. It is the obligation of the Licensee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of

insurance must be maintained by Licensee through the entirety of this License and be available for inspection by a County representative at any reasonable time.

All self-insured retentions (SIRs) 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 Licensee's current audited financial report. If Licensee's SIR is approved, Licensee, in addition to, and without limitation of, any other indemnity provision(s) in this License, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Licensee's, its agents, employee's or subcontractor's performance of this Agreement, Licensee shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Licensee's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 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 the Licensee's SIR provision shall be interpreted as though the Licensee was an insurer and the County was the insured.

15.4 If the Licensee fails to maintain insurance acceptable to the County for the full term of this License, the County may terminate this License.

15.5

15.6 Qualified Insurer

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).

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.

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

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 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, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Licensee'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.*** Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***

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

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

Licensee shall 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 License, upon which the County may suspend or terminate this License.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the County address provided in the Clause 31 (NOTICES) below or to an address provided by the Chief Real Estate Officer. Licensee has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

County expressly retains the right to require Licensee to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Licensee in writing of changes in the insurance requirements. If Licensee does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to Licensee, and County shall be entitled to all legal remedies.

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

11. INDEMNIFICATION (SRLic-2.9 S)

Licensee hereby waives all claims and recourse against County, including the right of contribution for loss or damage of persons or property arising from, growing out of, or in any way connected with or related to this License except claims arising from the negligence of County, its officers, agents, and employees. Licensee hereby agrees to indemnify, hold harmless, and defend, County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, costs, expenses, or liability arising out of the ownership, maintenance, or use of the License Area, except for liability arising out of the negligence of County, its officers, agents, or employees, including the costs of defense of any lawsuit arising therefrom.

In the event County is named as co-defendant, Licensee shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Licensee shall pay County's litigation costs, expenses, and attorneys' fees. In the event judgment is entered against County

and Licensee because of the concurrent negligence of County and Licensee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

12. LIMITATION OF THE LICENSE (SRLic-3.3 S)

This License and the rights and privileges granted Licensee in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to Licensee of rights in the License Area which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the License Area or County's interest therein. Licensee has accepted the License Area in its "as is"/ "where is" condition.

13. NO ASSIGNMENT, SUBAGREEMENTS (SRLic-3.6 S)

The License granted hereby is personal to Licensee and any assignment of said license by Licensee, voluntarily or by operation of law, shall automatically terminate the License granted hereby. Sublicenses or subleases are not authorized under this License and any attempt by Licensee to create any such sublicense or sublease shall be null and void and shall automatically terminate the License.

14. SIGNS (SRLic-4.0 S)

Licensee agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by the Chief Real Estate Officer. Unapproved signs, banners, flags, etc., may be removed.

15. AUTHORITY (SRLic-4.1 S)

The persons executing the License below on behalf of County or Licensee warrant that they have the power and authority to bind County or Licensee to this License.

16. LICENSE ORGANIZATION (SRLic-4.2 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

17. AMENDMENTS (SRLic-4.3 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

18. PARTIAL INVALIDITY (SRLic-4.4 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

19. WAIVER OF RIGHTS (SRLic-4.5 S)

The failure of Licensee or County to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that Licensee or County may have, and shall not be deemed a waiver of the right or act as a legal bar to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

20. GOVERNING LAW AND VENUE (SRLic-4.6 S)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

21. ATTORNEYS' FEES (SRLic-4.7 S)

In the event of a dispute between County and Licensee concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

22. TIME OF ESSENCE (SRLic-4.8 S)

Time is of the essence of this License Agreement. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

23. INSPECTION (SRLic-4.9 S)

County or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

24. INSPECTION OF LICENSE AREA BY A CERTIFIED ACCESS SPECIALIST (SRLic-5.0 S)

A Certified Access Specialist (CAsp) can inspect the subject License Area and determine whether the subject License Area comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject License Area, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject License Area for the occupancy or potential occupancy

of the licensee, if requested by the licensee. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area.

Pursuant to California Civil Code 1938, County hereby represents that the License Area has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. If it is determined during this tenancy that a violation of handicapped access laws (including the Americans with Disabilities Act) exists at the License Area, County shall correct such non-compliance at County's cost.

25. PERMITS AND LICENSES (SRLic-5.1 S)

Licensee shall be required to obtain and maintain throughout the Term of this License any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by County, in its governmental capacity, shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by County, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

26. NONDISCRIMINATION (SRLic-5.3 S)

Licensee agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this License. Licensee shall make its accommodations and services available to the public on fair and reasonable terms.

27. CONDITION OF LICENSE AREA UPON TERMINATION (SRLic-5.4 S)

Except as otherwise agreed to herein, upon termination of this License, Licensee shall redeliver possession of said License Area to County in substantially the same condition that existed immediately prior to Licensee's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

28. DISPOSITION OF ABANDONED PERSONAL PROPERTY (SRLic-5.5 S)

If Licensee abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to Licensee and left on the License Area ten (10) days after such event shall be deemed, at County's option, to have been transferred to County. County shall have the right to remove and to dispose of such personal property without liability therefor to Licensee or to any person claiming under Licensee, and shall have no need to account therefor.

29. PUBLIC RECORDS (SRLic-5.6 S)

Any and all written information submitted to and/or obtained by County from Licensee or any other person or entity having to do with or related to this License and/or the License Area, either

pursuant to this License or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Licensee hereby waives, for itself, its agents, employees, sublicensees, and any person claiming by, through or under Licensee, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold County harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Licensee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

30. RELATIONSHIP OF PARTIES (SRLic-5.7 S)

The relationship of the parties hereto is that of Licensor and Licensee, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of or a joint venture with Licensee in the conduct of Licensee's business or otherwise, and the provisions of this License and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

31. NOTICES (SRLic-5.8 S)

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: County

To: Licensee

County of Orange
 Social Services Agency
 500 N. State College
 Orange, CA 92686
 Attention: Facilities Services Manager

With a copy to:

County of Orange
 County Executive Office
 333 West Santa Ana Blvd., 3rd Floor
 Santa Ana, CA 92701-4084
 Attn: Chief Real Estate Officer

32. ATTACHMENTS TO LICENSE (SRLic-5.9 S)

This License includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Exhibit A – License Area Description

Exhibit B – License Area Depiction

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM:

15.7 LICENSEE

Office of County Counsel
Orange County, California

By _____
Deputy County Counsel

***By _____

Print Name: _____

Date: _____

***By _____

Print Name: _____

15.6.1.1 RECOMMENDED
FOR APPROVAL

15.6.1.2 SOCIAL
SERVICE
AGENCY

15.8 COUNTY

COUNTY OF ORANGE

By _____
Dorthe Lee, Director of Administration

By _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 19-002 of the Board of
Supervisors and Minute Order dated January 8,
2019.

COUNTY EXECUTIVE OFFICE

By _____
Steven Miller CEO/RE Administrative Manager

Date: _____

*** Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County: Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.

One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

EXHIBIT A

LICENSE AREA DESCRIPTION

PROJECT NO: _____

WRITTEN BY: _____

DATE: _____

PROJECT: License with _____

All the License Area referenced on a Plot Plan marked Exhibit B, attached hereto and made a part hereof, being approximately _____ rentable square feet of County-designated space for Licensee’s non-exclusive use, which space may vary from time-to-time based on County’s pre-approval in writing, and being a portion of the _____ Office located at _____, County of Orange, State of California, together with appurtenant right to use common areas located thereon, and in-common with others the appurtenant right to use _____ unreserved parking spaces in the adjacent parking lot.

NOT TO BE RECORDED

EXHIBIT B
LICENSE AREA DEPICTION