

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF SANTA ANA
FOR THE PROVISION OF VOCATIONAL TRAINING
AND ~~PAID~~-WORK EXPERIENCE SERVICES

~~This AGREEMENT, entered into this 1st day of July 2020, which date is particularized for purpose of reference only, This AGREEMENT~~ is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and CITY OF SANTA ANA, a Charter city and Municipal 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 desires to contract with CONTRACTOR for the provision ~~vocational training and paid work experience; and~~ of Vocational Training and Work Experience 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 Section 11200 et seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act ~~of 1997;~~ and

~~NOW, THEREFORE, IT IS MUTUALLY~~

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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TABLE OF CONTENTS

1. TERM.....4
 2. ALTERATION OF TERMS.....4
 3. STATUS OF CONTRACTOR.....4
 4. DESCRIPTION OF SERVICES.....5
 5. LICENSES AND STANDARDS.....5
 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP.....6
 7. SUBCONTRACTS.....7
 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE.....8
 9. NON DISCRIMINATION.....10
 10. NOTICES.....14
 11. NOTICE OF DELAYS.....14
 12. INDEMNIFICATION.....15
 13. INSURANCE.....15
 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS.....20
 15. CONFLICT OF INTEREST.....21
 16. ANTI PROSELYTISM PROVISION.....21
 17. SUPPLANTING GOVERNMENT FUNDS.....22
 18. EQUIPMENT.....22
 19. BREACH SANCTIONS.....23
 20. PAYMENTS.....24
 21. OVERPAYMENTS.....26
 22. OUTSTANDING DEBT.....26
 23. REVENUE.....26
 24. PROGRAM INCOME.....27
 25. FINAL REPORT.....27
 26. INDEPENDENT AUDIT.....28
 27. RECORDS, INSPECTIONS, AND AUDITS.....29
 28. PERSONNEL DISCLOSURE.....31
 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....33
 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....34
 31. CONFIDENTIALITY.....34
 32. SECURITY.....35
 33. COPYRIGHT ACCESS.....37
 34. WAIVER.....37
 35. SERVICES DURING EMGERNCY OR DISASTER.....38
 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....39
 37. REPORTS.....40
 38. ENERGY EFFICIENCY STANDARDS.....41
 39. ENVIRONMENTAL PROTECTION STANDARDS.....41
 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.....41
 41. POLITICAL ACTIVITY.....42
 42. TERMINATION PROVISIONS.....43
 43. GOVERNING LAW AND VENUE.....44
 44. SIGNATURE IN COUNTERPARTS.....44
 Exhibit A
 1. PURPOSE.....1
 2. POPULATION TO BE SERVED.....2

1
2
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4
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14
15
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19
20
21
22
23
24
25
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27
28

3. GOAL, STRATEGIES AND OUTCOME OBJECTIVES 3
4. CONTRACTOR RESPONSIBILITIES 4
5. OUTSIDE CONTACTS 13
6. FACILITIES 13
7. REPORTING REQUIREMENTS 14
8. PERFORMANCE MONITORING AND REVIEW 15
9. QUALITY CONTROL 16
10. WELFARE FRAUD 17
11. HANDLING COMPLAINTS 17
12. HOURS OF OPERATION 18
13. BUDGET 19
14. STAFF 23

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2
3
4
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8
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10
11
12
13
14
15
16
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18
19
20
21
22
23
24
25
26
27
28

1. TERM.....	5
2. ALTERATION OF TERMS	6
3. STATUS OF CONTRACTOR	6
4. DESCRIPTION OF SERVICES	6
5. LICENSES AND STANDARDS.....	7
6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP	8
7. SUBCONTRACTS	8
8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE	10
9. NON-DISCRIMINATION.....	11
10. NOTICES	14
11. NOTICE OF DELAYS	15
12. INDEMNIFICATION	15
13. INSURANCE.....	16
14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS	20
15. CONFLICT OF INTEREST	21
16. ANTI-PROSELYTISM PROVISION	22
17. SUPPLANTING GOVERNMENT FUNDS.....	22
18. EQUIPMENT	22
19. BREACH SANCTIONS	24
20. PAYMENTS	24
21. OVERPAYMENTS	26
22. OUTSTANDING DEBT	27
23. REVENUE	27
24. PROGRAM INCOME	27
25. FINAL REPORT	28
26. INDEPENDENT AUDIT.....	28
27. RECORDS, INSPECTIONS, AND AUDITS	29
28. PERSONNEL DISCLOSURE	31
29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	33
30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	33
31. CONFIDENTIALITY	34
32. SECURITY	34
33. COPYRIGHT ACCESS	37
34. WAIVER	37
35. SERVICES DURING EMERGENCY AND/OR DISASTER	37
36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....	38
37. REPORTS	39
38. ENERGY EFFICIENCY STANDARDS.....	39
39. ENVIRONMENTAL PROTECTION STANDARDS.....	40
40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	40
41. POLITICAL ACTIVITY	42
42. TERMINATION PROVISIONS.....	42
43. COOPERATIVE AGREEMENT.....	43
44. GOVERNING LAW AND VENUE	44
45. SIGNATURE IN COUNTERPARTS	44

ATTACHMENT A

1. POPULATION TO BE SERVED	1
2. DEFINITIONS	3
3. OUTCOME OBJECTIVES.....	4
4. HOURS OF OPERATION.....	5
5. GENERAL REQUIREMENTS	6
6. SERVICE REQUIREMENTS	9
7. PERFORMANCE MONITORING AND REVIEW	16
8. QUALITY ASSURANCE/QUALITY CONTROL	16
9. MEETINGS.....	17
10. FACILITIES.....	18
11. REPORTING REQUIREMENTS.....	18

12. BUDGET.....22
 13. STAFFING REQUIREMENTS25
 14. TRAINING.....32

ATTACHMENT B – Social Services Agency Policy and Procedure I 6: Information Technology Security and Usage

ATTACHMENT C – Social Services Agency Policy and Procedure F 21: Privacy and Security Incidents of Personally Identifiable Information (PII) and Confidential Information

ATTACHMENT D – Social Services Agency (SSA) Information Technology Security and Usage Agreement

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1. TERM

1 The term of this Agreement shall commence on July 1, ~~2020~~2022, and terminate on
 2 June 30, ~~2022~~2025, unless earlier terminated pursuant to the provisions of Paragraph 4242 of
 3 this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would
 4 normally extend beyond this term, including, but not limited to, obligations with respect to
 5 indemnification, audits, reporting and accounting. ~~CONTRACTOR and ADMINISTRATOR~~
 6 ~~may mutually agree in writing to extend the term of this Agreement, for up to twelve (12)~~
 7 ~~additional months upon the same terms and conditions, provided that COUNTY's maximum~~
 8 ~~obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.~~
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13 2. ALTERATION OF TERMS

14 2.1 This Agreement, including any ~~Exhibit~~Attachment(s) attached hereto and
 15 incorporated by reference, fully expresses all understandings of the parties and is the
 16 total Agreement between the parties as to the subject matter of this Agreement. No
 17 addition to, or alteration of, the terms of this Agreement, whether written or verbal,
 18 are valid or binding unless made in the form of a written amendment to this
 19 Agreement which is formally approved and executed by both parties.
 20

21 2.2 The various headings, numbers, and organization herein are for the purpose of
 22 convenience only and shall not limit or otherwise affect the Agreement.
 23

24 3. STATUS OF CONTRACTOR

25 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor,
 26 and shall be wholly responsible for the manner in which it performs the services
 27 required of it by the terms of this Agreement. Nothing herein contained shall be
 28 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.

4. DESCRIPTION OF SERVICES

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- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in ~~the Exhibit~~ Attachment A to the Agreement between COUNTY County of Orange and CONTRACTOR, for the Provision of Vocational Training (VTR) and ~~Paid-Work Experience (Paid-WEX),~~ 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.

23 5. LICENSES AND STANDARDS

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- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph ~~28~~28 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

1 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws
2 and regulations of the United States, State of California, County of Orange, and
3 County of Orange Social Services Agency, and all administrative regulations, rules,
4 and policies adopted thereunder, as each and all may now exist or be hereafter
5 amended.
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9 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
10 CONTRACTOR certifies that its officers and/or principals are not debarred
11 or suspended from federal financial assistance programs and/or activities.
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13 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

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15 6.1 Delegation and Assignment

16 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
17 delegate its duties or obligations nor assign its rights, either in whole or in
18 part, without the prior written consent of COUNTY. Any attempted
19 delegation or assignment without prior written consent shall be void. The
20 transfer of assets in excess of ten percent (10%) of the total assets of
21 CONTRACTOR, or any change in the corporate structure, the governing
22 body, or the management of CONTRACTOR, which occurs as a result of
23 such transfer, shall be deemed an assignment of benefits under the terms of
24 this Agreement requiring COUNTY approval.
25

26 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
27 event COUNTY determines that the assignee is not qualified or otherwise
28 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

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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. NON-DISCRIMINATION

9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of ~~participants~~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.

9.2 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 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 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).

9.3.2 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.

9.3.3 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)

9.4 Non-Discrimination in Service Delivery

9.4.1 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 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 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-~~15~~ 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

~~Office of Civil Rights~~

~~50 U.N. Plaza, Room 322~~

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90 7th Street, Suite 4-100
San Francisco, CA ~~94102~~94103
Customer Response Center: (800) 368-1019

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

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

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

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

10. NOTICES

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

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

CONTRACTOR: Santa Ana/Santa Ana WORK Center
801 Civic Center Dr., Suite 200
Santa Ana, CA 92701

10.2 All notices shall be deemed effective when in writing and ~~deposited~~when:

10.2.1 Deposited in the United States mail, first class, postage prepaid and addressed as ~~above. Any communications, including notices, requests, claims, correspondence, reports, and~~ shown in the Subparagraph 10.1;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or ~~statements authorized~~

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or required by this Agreement addressed in any other fashion shall be deemed not given. expedited delivery service.

~~10.2~~10.3 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.

11. 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.

12. INDEMNIFICATION

12.1 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, but only in proportion to and to the extent that such claims, demands, or liabilities result from the negligent acts or omissions of CONTRACTOR, its officers, employees, or agents.

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.

12.2 COUNTY agrees to indemnify, defend with counsel approved in writing by CONTRACTOR, and hold CONTRACTOR, its elected and appointed officials, officers, employees, and agents ("CONTRACTOR 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 COUNTY pursuant to this Agreement, but only in proportion to and to the extent that such claims, demands, or liabilities result from the negligent acts or omissions of COUNTY, its officers, employees, or agents. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR or CONTRACTOR INDEMNITEES, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

12.3 Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to claims or cause of action asserted that arise from this agreement.

13. INSURANCE

13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance or maintain a program of self-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.

13.2 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.

13.3 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:

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

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

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

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

13.5 Qualified Insurer

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

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

the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, 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

13.8 Required Coverage Forms

- 13.8.1 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.
- 13.8.2 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.

13.9 Required Endorsements

- 13.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
- 13.9.1.1 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.

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13.9.1.2 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.

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

13.9.2.1 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.

13.9.2.2 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.

~~1.1 The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.~~

13.10 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.

13.11 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.

13.12 If CONTRACTOR’s Network Security & Privacy Liability policy is a “claims made” policy, CONTRACTOR shall agree to maintain Network Security & Privacy

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Liability coverage for two (2) years following completion of this Agreement.

13.13 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).

13.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph ~~10~~10 of this Agreement.

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

13.16 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.

13.17 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.

13.18 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.

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

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

14.1 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

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CONTRACTOR’s litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

- 14.2 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.
- 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.
- 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 14.5 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.
- 14.6 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.

15. CONFLICT OF INTEREST

- 15.1 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.
- 15.2 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

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to COUNTY whenever requested by COUNTY.

16. 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.

17. 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.

18. EQUIPMENT

18.1 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:

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

18.1.2 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 ~~therefore~~.

18.1.3 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.

18.1.4 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.

18.2 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.

18.3 ~~Personal~~ Computer Equipment

No ~~personal~~ 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.

18.4 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.

19. BREACH SANCTIONS

19.1 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:

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

19.1.2 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

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of ~~\$1,677,928~~ 2,516,892, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

~~20.1.1~~ 20.1.1 \$838,964 for July 1, ~~2020~~ 2022 through June 30, ~~2021~~ 2023;

~~20.1.1~~ 20.1.2 \$838,964 for July 1, 2023 through June 30, 2024; and

~~20.1.2~~ 20.1.3 \$838,964 for July 1, ~~2021~~ 2024 through June 30, ~~2022~~ 2025.

20.2 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, ~~in~~ at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be

incurred by CONTRACTOR for June ~~2021~~2023, June 2024, and ~~2022~~June 2025, during the month of such anticipated expenditure.

20.3 Claims

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the ~~twentieth~~(20thtwenty-fifth (25th)) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.3.4. In the event the ~~twentieth~~(20thtwenty-fifth (25th)) 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.

20.3.2 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 27 of this Agreement.

20.3.3 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.

20.3.4 Year-End and Final Claims

20.3.4.1 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~~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.

20.3.4.2 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.

~~1.1.1—Seventy Five Percent Authorization Notification:~~

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

21. 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.

22. 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.

23. REVENUE

23.1 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 24.24 of this Agreement.

24. 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:

24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program Income;

24.2 Set up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; ~~and~~

24.3 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.

24.4 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.

24.5 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.

24.6 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.

25. 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.

26. INDEPENDENT AUDIT

26.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. 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.

26.2 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

1 payment under this or any subsequent Agreement with CONTRACTOR until such
 2 time as the required audit(s) are provided to ADMINISTRATOR.
 3 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon
 4 notice to CONTRACTOR.
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7 **27. RECORDS, INSPECTIONS, AND AUDITS**

8 **27.1 Financial Records**

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 10 27.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial
 11 records. Financial records shall be retained by CONTRACTOR for a
 12 minimum of five (5) years from the date of final payment under this
 13 Agreement, or until all pending COUNTY, State, and federal audits are
 14 completed, whichever is later.
 15

16
 17 27.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
 18 internal control, and financial reporting standards in conformity with
 19 generally accepted accounting principles established by the American
 20 Institute of Certified Public Accountants and to the satisfaction of
 21 ADMINISTRATOR.
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23 **27.2 ~~Participant~~Client Records**

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 25 27.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
 26 of ~~participants~~clients served and dates and type of services provided under
 27 the terms of this Agreement in a form acceptable to ADMINISTRATOR.
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27.2.2 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 ~~42.2.42.2.~~

27.2.3 COUNTY may refuse payment for a claim if ~~participant~~client records are

determined by COUNTY to be incomplete or inaccurate. In the event ~~participant~~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.

27.3 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.

27.4 Inspections and Audits

27.4.1 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.

27.4.2 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.

27.4.3 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.

27.4.4 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

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liability is attributable to CONTRACTOR's failure to perform under this Agreement.

27.5 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.

28. PERSONNEL DISCLOSURE

28.1 This Paragraph ~~28~~ applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph ~~14~~13 of ~~Exhibit~~Attachment A (hereinafter referred to as "Personnel").

28.2 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:

28.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

28.2.2 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;

28.2.3 The professional degree, if applicable, and experience required for each position; and

28.2.4 The language skill, if applicable, for all Personnel.

28.3 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.

28.4 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 ~~participants~~clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (~~www.nsopw.gov~~)(www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

- 28.5 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 ~~participants~~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.
- 28.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs ~~28.4 and 28.5~~28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.
- 28.7 In the event a record is revealed through the processes described in Subparagraphs ~~28.4 and 28.5,~~28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.
- 28.8 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.
- 28.9 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 19 above.

28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

28.11 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.

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

28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph ~~28~~ shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

29. 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.

30. 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

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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 ~~participants~~clients are served.

31. CONFIDENTIALITY

31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 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.

31.2 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.

31.3 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~~state law may be guilty of a crime.

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

32. SECURITY

32.1 Security Requirements

32.1.1 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

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Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential ~~participant~~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:

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

32.1.1.2 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.

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

32.1.1.4 Firewall protection.

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

32.1.1.6 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.

32.2 Security Breach Notification

32.2.1 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

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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:

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

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

32.2.1.3 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.

32.2.2 The COUNTY, ~~in~~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.

32.3 Privacy and Confidentiality

32.3.1 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 205.50et 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.

32.3.2 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.

32.3.3 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.

33. 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.

34. 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.

35. SERVICES DURING ~~EMGERNCY~~ EMERGENCY AND/OR DISASTER

35.1 ~~Contractor~~ 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~~ 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~~state) and may be declared at the federal level by the President of the United States.

35.2 ~~Contractor~~CONTRACTOR agrees to collaborate with ~~County~~COUNTY, on an urgent basis, to adjust service delivery in a manner that assists ~~County~~COUNTY in meeting the needs of ~~participants~~~~County~~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 ~~participants~~staff as requested by ~~County~~COUNTY.

35.3 ~~Contractor~~CONTRACTOR shall service ~~County~~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. 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.

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

36.1 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.

36.2 CONTRACTOR may develop and publish information related to this Agreement

where all of the following conditions are satisfied:

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- 36.2.1 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;
- 36.2.2 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;
- 36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
- 36.2.3.1 Any commercial product or service; and
- 36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 36.2.4 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>.

37. REPORTS

- 37.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.
- 37.2 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.

38. 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).

39. 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:

- 39.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 39.2 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
- 39.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

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

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.~~ 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 ~~cites~~ includes the ~~following:~~ text below in Subparagraphs 1.1.1 - 40.1.1.4.

~~1.1.2—The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph~~

40.1.2 of this certification.

40.1.1 ~~The offeror, by signing its offer, hereby~~undersigned certifies to the best of his or her knowledge and belief ~~as of December 23, 1989,~~ that:

40.1.1.1 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 ~~any~~an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her behalf~~ 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;

40.1.1.2 If any funds other than federal appropriated funds ~~(including profit or fee received under a covered federal transaction)~~ 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 ~~on his or her behalf~~ in connection with this ~~solicitation, the offeror~~Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit ~~with its offer, OMB standard form Standard Form-LLL, “Disclosure of Form to Report Lobbying Activities, to the Contracting Officer; and,”~~ in accordance with its instructions.

40.1.1.3 ~~He or she will include~~The undersigned shall require that the language of this certification ~~in~~be included in the award documents for all subcontract awards subawards at ~~any tier~~all tiers (including subcontracts, subgrants, and contracts under grants loans and require that all recipients of subcontract awards in excess of \$100,000 cooperative agreements) and that subrecipients shall certify and disclose accordingly.

40.1.1.4 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 ~~and disclosure~~ is a prerequisite for making or entering into this ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC~~ U.S. Code. Any person who ~~makes an expenditure prohibited under this provision or who~~ fails to file ~~or amend the disclosure form to be filed or amended by this provision,~~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.

41. 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.

42. TERMINATION PROVISIONS

42.1 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.

42.2 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.

42.3 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.

42.4 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.

42.5 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.

43. COOPERATIVE AGREEMENT

43.1 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 the Agreement upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Agreement.

43.2 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 the COUNTY, at the COUNTY’s request.

43.44. 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.

44.45. SIGNATURE IN COUNTERPARTS

44.145.1 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.

44.245.2 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.

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

Contractor: City of Santa Ana

Kristine Ridge City Manager

Signature Date

Daisy Gomez Clerk of the Council

Signature Date

~~CITY OF SANTA ANA COUNTY OF ORANGE, CALIFORNIA~~

Dated: _____ Dated: _____

Attest: _____ **APPROVED AS TO FORM;**

By: _____ By: _____

DAISY GOMEZ SONIA CALVALHO

CLERK OF THE COUNCIL CITY ATTORNEY
CITY OF SANTA ANA

~~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

Sonia R. Carvalho City Attorney

Signature Date

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

Purchasing Agent/Designee Authorized Signature:

Desiree Mor Administrative Manager I

Signature Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____

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Dated: _____

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EXHIBIT

Carolyn S. Frost

Senior Deputy County Counsel

Signature

Date

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ATTACHMENT A

TO
AGREEMENT
BETWEEN
COUNTY SCOPE OF ORANGE WORK

AND
CITY OF SANTA ANA
FOR THE PROVISION OF VOCATIONAL TRAINING
AND ~~PAID~~ WORK EXPERIENCE SERVICES

1. ~~_____~~ PURPOSE

~~The purpose of~~

1. POPULATION TO BE SERVED

CONTRACTOR shall provide Vocational Training (VTR) and ~~Paid~~ Work Experience (~~Paid~~-WEX) is Services to prepare PARTICIPANTS ~~for employment in a specific trade, occupation, or vocation and retain stable employment.~~

2. ~~_____~~ POPULATION TO BE SERVED

~~44.3~~ 1.1 Participants referred by ADMINISTRATOR. The population to be served, as defined in this Paragraph, shall hereinafter be referred to as “PARTICIPANT/PARTICIPANTS.” PARTICIPANTS include individuals determined by ADMINISTRATOR as eligible to receive VTR and/or WEX Services and may include, but is not limited to, individuals who are required to participate in, or who have voluntarily enrolled in the CalWORKs Welfare-~~To~~to-Work (CW/WTW) program. CONTRACTOR shall provide VTR and WEX Services to assist PARTICIPANTS in achieving self-sufficiency by enhancing the employability of PARTICIPANTS through engagement in employment preparatory activities and employment.

~~2.1~~ ~~CONTRACTOR shall provide VTR or Paid WEX services to all PARTICIPANTS referred by CW/WTW staff under this Agreement. This will include ADMINISTRATOR’s staff to VTR and other contracted staff with the authority to refer PARTICIPANTS for services.~~

~~2.2~~ ~~If CONTRACTOR identifies the need to refuse PARTICIPANTS or take actions that might negatively impact participation in the enrolled activity, CONTRACTOR will obtain~~

concurrence from CW/WTW staff prior to taking action.

~~3. GOAL, STRATEGIES AND /or WEX OUTCOME OBJECTIVES~~

~~3.1 Goal~~

The primary goal of VTR and Paid WEX is to enhance and facilitate opportunities for PARTICIPANTS to obtain, and retain stable employment at fifteen percent (15%) above the minimum wage to be considered self-sufficient and no longer require the assistance of the CalWORKs program.

~~3.2 Strategies~~

CONTRACTOR shall ensure that the delivery of services is based on the following strategies:

~~3.2.1 Maximize opportunities to provide integrated, coordinated, and easily accessible resources for PARTICIPANTS;~~

~~3.2.2 Services shall be culturally sensitive, family friendly, and family-centered;~~

~~3.2.3 Services shall be community based, integrated, and coordinated with federal, will meet criteria of prevailing State, statutes and community funding opportunities;~~

~~3.2.4 PARTICIPANT's strengths shall be identified, utilizing motivational and strength-based techniques; and~~

~~44.4.1.2 Services shall be outcome driven and identify indicators that accurately reflect progress towards the goal program regulations, as stated in Subparagraph 3.1 above required by ADMINISTRATOR.~~

~~3.3 Outcome Objectives~~

~~3.3.1 VTR:~~

~~3.3.1.1 Assignments: A minimum of eighty percent (80%) of all VTR referrals that meet the requirements for training and employment readiness will be assessed by the CONTRACTOR within five (5) business days of receipt of referral. This assessment will include review of referral, contacting the assigned CW/WTW staff to discuss referral and appropriate services, make initial contact with PARTICIPANT, and complete the initial~~

orientation.

~~3.3.1.2 — Completion Rate: A minimum of seventy percent (70%) of all VTR PARTICIPANTS who continue meeting eligibility requirements for CalWORKs, or who were not determined to have a physical or medical condition that prevented participation in VTR, will fully complete the length of the VTR activity as referred by CONTRACTOR, or exit due to obtaining unsubsidized employment.~~

~~2. Employment Rate: A minimum of sixty percent (60%) of PARTICIPANTS who attend VTR activities will obtain unsubsidized DEFINITIONS~~

~~2.1 America's Job Center of California (AJCC): AJCC is a one-stop shop for workforce services, providing a comprehensive range of no-cost employment and training services for employers and job seekers. The AJCC is a network of local, state, private, and public organizations offering a variety of services which brings employers with job openings and qualified job seekers together at no cost.~~

~~2.2 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.~~

~~2.3 CalJOBS: California's online resource to help job seekers and employers navigate the State's workforce services.~~

~~2.4 Employment Readiness Assessment (ERA): 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.~~

~~2.5 Vocational Training (VTR): VTR is a temporary, transitional, and short-term training activity, not to exceed twelve (12) months, to prepare PARTICIPANTS for employment in a specific trade, occupation, or vocation. VTR may be extended~~

upon prior approval from ADMINISTRATOR.

2.6 Work Experience (WEX): WEX is a paid structured training experience in which PARTICIPANTS' employers are partially or fully reimbursed for wages and/or training costs through a government subsidy. PARTICIPANTS are placed in public, non-profit, or private sectors for an initial period of six (6) months, with the option of two (2) three-month extensions, for up to a maximum of twelve (12) months. At the end of the training period, it is generally expected that the employers will hire PARTICIPANTS as regular employees.

2.7 Workforce Development Board (WDB): WDBs are part of the Public Workforce System, a network of federal, state, and local offices that support economic expansion and develop the talent of the nation's workforce. The local WDBs' role is to develop regional strategic plans and set funding priorities for their area.

2.8 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/WIOA are provided at the local level via local Workforce Development Boards (WDB), to PARTICIPANTS in need of those services. The WIA/WIOA's primary purpose is to provide workforce investment activities that increase the employment, retention, earnings, and increase occupational skill attainment by PARTICIPANTS.

3. OUTCOME OBJECTIVES

3.1 CONTRACTOR shall meet the following annual performance goals for VTR:

3.1.1 Seventy-five percent (75%) of enrolled PARTICIPANTS shall be placed in a training program within ~~forty-five (45)~~ fourteen (14) calendar days of receipt of the referral.

~~44.4.13.1.2~~ Sixty percent (60%) of PARTICIPANTS will obtain unsubsidized employment within thirty (30) days of completing VTR activities program.

CONTRACTOR and ADMINISTRATOR may mutually agree ~~in writing~~ to extend ~~the forty-five (45) calendar days~~ to sixty (60) days when

certification is delayed ~~through no fault of the CONTRACTOR~~ or if there is documentation of ~~no fault of CONTRACTOR~~ or pending employment offer. due to hiring process.

~~3.3.2~~ Paid WEX:

~~3.3.2.1~~ Assignments: A minimum of eighty percent (80%) of all Paid WEX referrals will be assessed by the CONTRACTOR within five (5) business days of receipt of referral. This will include: review of referral, contacting the assigned CW/WTW staff to discuss referral and appropriate services, make initial contact with PARTICIPANT, and complete the initial orientation.

3.2 Completion Rate: A minimum of seventy ~~CONTRACTOR~~ shall meet the following annual performance goals for WEX:

3.2.1 Seventy-five percent (75%) of enrolled PARTICIPANTS shall be placed in worksites within fourteen (14) calendar days of receipt of the referral.

~~3.3.2.2~~ Seventy percent (70%) of ~~PARTICIPANTS~~ exiting Paid WEX, who are not hired at the assigned placement, PARTICIPANTS will obtain unsubsidized employment within thirty (30) days:

~~44.4.23.2.2~~ Employment Rate: A minimum of sixty percent (60%) of ~~PARTICIPANTS~~ will obtain unsubsidized employment at the assigned placement upon of completing Paid WEX activities placement.

4. HOURS OF OPERATION

4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 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.~~ 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

CONTRACTOR RESPONSIBILITIES

4.2 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

5. GENERAL REQUIREMENTS

CONTRACTOR shall:

5.1 Assign a ~~Santa Ana Workforce Development Board (WDB) case manager~~ staff who will work closely with each PARTICIPANT and utilize the Employment Readiness Assessment (ERA) provided by ADMINISTRATOR to understand the ~~PARTICIPANT's~~ PARTICIPANT'S needs, assess career goals, arrange an appropriate VTR assignment or ~~Paid~~-WEX placement based on the employment goal indicated ~~by CW/WTW staff on the referral, and in collaborative discussions.~~

~~44.5~~5.2 Ensure that all services funded under this Agreement are coordinated with CW/WTW staff, other available services in the community (such as ~~needed~~ WIOA) and do not constitute unnecessary duplication of services.

~~44.6~~5.3 Provide VTR and WEX services to PARTICIPANTS to meet the required participation hours as referred by ~~CW/WTW Staff~~ indicated on the referral. The hourly participation requirements are subject to change, according to State and federal mandates.

~~4.1 Provide VTR services not to exceed twelve (12) months, to prepare PARTICIPANTS for employment in a specific trade, occupation, or vocation. VTR activities are to take place at vocational technical schools, postsecondary institutions, or proprietary schools.~~

5.4 Assess all referred PARTICIPANTS to initiate enrollment or return invalid referrals to ADMINISTRATOR within two (2) business days.

5.5 CONTRACTOR shall provide an orientation within three (3) business days to

PARTICIPANTS which includes providing information on program goals and objectives; overview of VTR or WEX program; PARTICIPANT'S rights and responsibilities; and Termination Policy and Grievance Policy.

~~44.7~~5.6 Monitor and communicate with ~~CW/WTW Staff~~ADMINISTRATOR regarding all PARTICIPANT attendance and participation.

~~44.8~~5.7 Utilize workshops, one-on-one training, intensive case management, and coaching to assist the PARTICIPANT in finding, obtaining, and retaining employment.

~~44.9~~5.8 Obtain prior approval from ADMINISTRATOR for changes related to the administration of VTR and WEX activities provided under this Agreement.

~~4.2 — Discuss with CW/WTW Staff any barriers/noncooperation issues that are identified as soon as they arise in order to come up with the best action plan to help PARTICIPANTS complete the VTR activity.~~

~~4.3 — Work with Resolve PARTICIPANTS barriers toward seeking, obtaining, and keeping employment, but not limited to: fear of going to work, anger and resentment from being required to participate in VTR or Paid WEX, low self-esteem/motivation, problems with accessing and navigating public transportation, and child care concerns.~~

~~44.10~~5.9 Notify ~~CW/WTW Staff~~ADMINISTRATOR within two (2) business days of any updates related to the ~~PARTICIPANT's~~PARTICIPANT'S status within the VTR and/or WEX program including, but not limited to: completion of program, securing of employment, and inability to contact the PARTICIPANT after a minimum of three (3) documented attempts within five (5) business days. Attempted contacts will include, but not limited to: phone/cell calls, email, and text messages.

~~44.11~~5.10 Collaborate with ~~CW/WTW Staff and the placement~~ADMINISTRATOR to help PARTICIPANTS overcome socio-economic, societal, and cultural barriers to employment including, but not limited to: ~~—~~ food, transportation, housing, legal assistance, clothing need, and resistance to pursuing employment in occupations that may be perceived as nontraditional.

~~44.12~~5.11 Monitor the attendance and progress of all PARTICIPANTS by meeting

with the PARTICIPANT every two (2) weeks, or more often if needed, and work directly with the placement supervisor and the training facility to discuss action steps needed to successfully complete the program.

~~4.4 — Place PARTICIPANTS with a limited English vocabulary in an environment that facilitates the development of the English language.~~

~~44.13~~5.12 Use ~~positive reinforcement techniques to work with PARTICIPANTS to~~ Identify and resolve PARTICIPANT barriers toward seeking, obtaining, and keeping employment, including, but not limited to: ~~;~~ ; fear of going to work, anger and resentment from being required to participate in VTR or ~~Paid~~-WEX, low self-esteem/motivation, ~~poor compliance,~~ problems with accessing and navigating public transportation, and child care concerns.

~~44.14~~5.13 Refer PARTICIPANTS to ~~CW/WTW—Staff~~ADMINISTRATOR for assistance with employment support services ~~needs,~~ such as food, transportation, housing, mental health and substance ~~abuse~~use issues, legal assistance, and clothing.

~~4.5 — Continue to work with the PARTICIPANT in job search activities for forty-five (45) days after completion of the VTR activity, unless otherwise extended to sixty (60) days per Subparagraph 3.3.1.3 above.~~

~~44.15~~5.14 Develop and provide placements in public or private, non-profit or for-profit organizations, in areas identified as growth oriented, current or emerging occupations, meeting an unmet community need, and in high demand ~~with a primary focus on County of Orange placements,~~ for VTR and ~~Paid~~ WEX services leading to employment that is anticipated to be permanent.

~~44.16~~5.15 Attend meetings as requested by ADMINISTRATOR and other contracted service providers, including ~~Multi-Disciplinary~~Family Support Team meetings.

~~44.17~~5.16 Cooperate with ADMINISTRATOR with respect to sanctions applied by ADMINISTRATOR to PARTICIPANT in the event of PARTICIPANT non-cooperation. This may include testifying at PARTICIPANT non-compliance

hearings.

~~44.18~~5.17 Provide any internal forms that will be used in service delivery, but which are not mandated by ADMINISTRATOR, or by program requirements, for review and approval by ADMINISTRATOR prior to implementation.

~~44.19~~5.18 Maintain a case file for each PARTICIPANT served under this Agreement in a format approved by ADMINISTRATOR.

~~44.20~~5.19 Ensure that all services provided to PARTICIPANTS under this Agreement are conducted in a manner responsive to literacy, language, and socio-cultural issues that may impact PARTICIPANTS.

~~44.20.1~~5.19.1 CONTRACTOR's staff shall be trained in cultural differences to ensure their ability to recognize and assist PARTICIPANTS who demonstrate language or cultural barriers to employment, including resistance to participation in VTR and ~~Paid~~-WEX activities.

~~44.21~~5.20 CONTRACTOR shall employ staff who will provide services in the PARTICIPANTS language or obtain interpreters when necessary.

~~4.6~~—VTR:

~~CONTRACTOR shall:~~

5.21 It is mutually understood that VTR and/or WEX activities shall be provided at a variety of facilities/work sites throughout Orange County, as defined by CONTRACTOR.

6. SERVICE REQUIREMENTS

6.1 Vocational Training (VTR)

CONTRACTOR shall:

6.1.1 Refer PARTICIPANTS to vocational-technical/trade schools, or postsecondary public and/or private institutions.

~~44.21.16.1.2~~ Provide VTR activities, not to exceed twelve (12) months, to prepare PARTICIPANTS for employment in a specific trade, occupation, or vocation. ~~VTR activities are to take place at vocational-technical schools, postsecondary institutions, or proprietary schools.~~ VTR may be extended

upon prior approval from ADMINISTRATOR.

6.1.3 ~~Make VTR activities available~~ Enroll PARTICIPANTS in a VTR program meeting the required participation hours as referred by ADMINISTRATOR within fourteen (14) calendar days of the referral, unless otherwise directed by ADMINISTRATOR.

6.1.4 Work directly with ADMINISTRATOR to identify barriers to participation, prior to returning the referral to ADMINISTRATOR if the PARTICIPANT is not placed in a VTR program after fourteen (14) calendar days of the referral.

~~44.21.26~~6.1.5 Provide VTR programs to PARTICIPANTS in areas identified as growth oriented, current or emerging occupations, meeting an unmet community need, and in high demand for new employees ~~including, but not limited to, the following fields:~~

~~4.6.1.1 — Health Care Occupations~~

~~4.6.1.2 — Transportation~~

~~4.6.1.3 — Business and Professional Occupations~~

~~4.6.1.4 — Information Technology~~

6.1.6 ~~Paid~~ Utilize accredited vocational training providers that are approved by WIOA, listed in CalJOBS.

6.1.7 Collaborate with PARTICIPANTS and vocational program coordinator to develop comprehensive training plans with specific and measurable vocational goals.

6.1.8 Assist PARTICIPANTS upon completion of the VTR program with their job search including, but not limited to, resume preparation, referrals to jobs that are listed by employers with Employment Development Department's (EDD) CalJOBS, local newspaper want ads, other career resources, and/or opportunities developed by CONTRACTOR.

~~44.22~~6.2 Work Experience (WEX)

CONTRACTOR shall:

~~CONTRACTOR shall:~~

~~4.6.2 Provide Paid WEX, not to exceed twelve (12) weeks in length.~~

~~6.2.1 Request~~ Provide WEX placements that meet the required participation hours as referred by ADMINISTRATOR within fourteen (14) calendar days of the referral. WEX placements are anticipated to lead to unsubsidized employment at the end of the PARTICIPANTS' WEX assignments.

~~44.22.16.2.2 Obtain~~ prior approval from ADMINISTRATOR ~~prior to extending the Paid WEX assignment~~ to extend participation in WEX. Participation shall be extended no more than twice in three-month increments for a ~~period not~~ up to ~~exceed~~ a ~~total~~ maximum of ~~four (4)~~ twelve (12) months in ~~length~~ the PARTICIPANTS' CalWORKs lifetime (including all extensions: the first six [6] months), if funding for subsidized employment continues to be available, and the PARTICIPANT:

~~6.2.2.1 Provide Paid WEX services to the PARTICIPANTS~~ Will be more likely to obtain unsubsidized employment with the additional training and/or experience gained through the extension; and

~~6.2.2.2 Will obtain specific skills and experience relevant for unsubsidized employment in a particular field.~~

~~6.2.3 Work directly with ADMINISTRATOR to identify barriers to participation, prior to returning the referral to ADMINISTRATOR if the PARTICIPANT is not placed at a ~~rate not to exceed the prevailing~~ worksite after fourteen (14) calendar days from the date of the referral.~~

~~6.2.4 Develop comprehensive employment plans with specific and measurable training goals.~~

~~6.2.5 Assume the role of employer of record and ensure that all PARTICIPANTS are covered by Workers Compensation as determined by the California ~~Minimum Wage~~, Department of Social Services.~~

~~44.22.26.2.6 Ensure PARTICIPANTS will earn at least the State minimum wage for each hour worked, ~~not to exceed the total number of hours referred by CW/WTW Staff.~~ up to thirty percent (30%) above the State minimum~~

wage. For an hourly wage that is more than thirty percent (30%) above the State minimum wage, CONTRACTOR shall provide documentation or data from credible source on prevailing wage for the position to receive ADMINISTRATOR approval.

~~44.22.36.2.7~~ Not provide overtime pay for Paid WEX PARTICIPANTS without prior approval from ADMINISTRATOR.

~~4.6.3 Request prior approval from ADMINISTRATOR for Paid WEX PARTICIPANTS to be paid for County holidays as identified in Subparagraph 12.2 of Exhibit A.~~

~~4.6.4 Collaborate with the Paid WEX employers to help ensure that the employer will hire the Paid WEX PARTICIPANT as a regular employee.~~

~~44.22.46.2.8~~ Be reimbursed by COUNTY ADMINISTRATOR for one hundred percent (100%) of the salary and benefits paid to each Paid WEX PARTICIPANT.

~~6.2.9 Obtain prior approval from~~ Assume all payroll responsibilities for PARTICIPANTS, such as reviewing and approving timesheets, distributing paychecks on a bi-weekly basis, processing payroll, ensuring proper payment, providing direct deposit, establishing emergency protocols to ensure all PARTICIPANTS are paid as scheduled, and providing for the final check of the fiscal year to cover worked hours up to June 30th of each contract year.

6.2.10 Collaborate with WEX worksites to help ensure that the worksite will offer unsubsidized employment to the WEX PARTICIPANT.

6.2.10.1 CONTRACTOR shall continuously assess WEX worksites history of offering unsubsidized employment to PARTICIPANTS at the end of the placement.

6.2.10.2 CONTRACTOR shall collaborate with ADMINISTRATOR ~~for changes related to~~ determine utilization of the ~~administration of VTR~~ worksite for future placements.

6.2.11 Upon PARTICIPANTS' completion of the WEX program, CONTRACTOR shall assist PARTICIPANTS during their job search

including, but not limited to, resume and ~~Paid WEX activities~~ interview preparation, referrals to jobs that are listed by employers with EDD's CalJOBS, other career resources, and/or those developed by CONTRACTOR.

6.3 Additional Responsibilities

6.3.1 Job Retention Incentive Services

6.3.1.1 Provide a monetary voucher in an amount determined by ADMINISTRATOR, to PARTICIPANTS who complete the WEX subsidized placements, and obtain unsubsidized employment within thirty (30) days of completion.

6.3.1.2 CONTRACTOR must verify unsubsidized employment prior to issuing the incentive vouchers.

6.3.1.3 Alternative incentives must be reviewed and approved by ADMINISTRATOR.

6.3.2 Computer Information System(s)

~~44.22.4.1~~ 6.3.2.1 CONTRACTOR shall use the computer information system(s) provided under this Agreement by ADMINISTRATOR for viewing electronic data as required by ADMINISTRATOR. CONTRACTOR shall ensure that CONTRACTOR's staff understands the uses of the computer information system(s) and will follow the related procedures as evidenced by supervisory reviews and case audits.

~~5. OUTSIDE CONTACTS~~

~~CONTRACTOR shall:~~

~~44.22.4.2~~ 6.3.2.2 Immediately CONTRACTOR shall inform ADMINISTRATOR within two (2) business days of any ~~inquiry from an elected official or their representative, not already associated with CONTRACTOR, PARTICIPANT representative, employment terminations or the press, and immediately provide information~~ new hires in order for

~~ADMINISTRATOR~~ to respond ADMINISTRATOR's
Information Technology Services to take appropriate action.

~~5.1 Consult with ADMINISTRATOR prior to initiating contact with the press or an individual representing a PARTICIPANT.~~

~~5.2 Consult ADMINISTRATOR prior to initiating contact with an elected official or their representative.~~

~~45.1. FACILITIES~~

~~45.11.1 It is mutually understood that VTR and/or Paid WEX activities shall be provided at a variety of facilities/work sites throughout Orange County, as defined by CONTRACTOR. It is mutually understood that PARTICIPANTS will be referred to CONTRACTOR at the following facility:~~

~~Santa Ana WORK Center 801 Civic Center Dr., Suite 200~~

~~Santa Ana, CA 92701~~

~~6.3.3 PARTICIPANTS will have access to the America's Job Center of California (AJCC)~~

CONTRACTOR shall assist PARTICIPANTS with access to the AJCC where ~~they~~ PARTICIPANTS can access a wide variety of resources including labor market information and job vacancy listings. ~~They will also have~~ full access to computers with internet connectivity, telephones, faxes, and copy machines.

~~45.21.1 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.~~

~~46.1. REPORTING REQUIREMENTS~~

~~6.3.3.1 CONTRACTOR shall maintain records, collect data, and provide reports mandated by federal and State governments and as may be required by ADMINISTRATOR. Reporting requirements shall include all reports and data collection that~~

6.3.4 Welfare Fraud

~~5.3 If CalWORKs eligibility or Supportive Services payment fraud is required to track goals and report progress.~~

~~5.4 Reports of problems, attendance issues, or inquiries about VTR or Paid WEX~~

~~participation shall be addressed immediately with the affected PARTICIPANT and VTR instructor or employer. CONTRACTOR suspected, CONTRACTOR staff shall inform CW/WTW Staff ADMINISTRATOR within two (2) business days, through documented verbal or electronic communication, to allow quick intervention to address the issue with the PARTICIPANT.~~

~~5.5—CONTRACTOR shall inform CW/WTW Staff within two (2) business days the completion, ending, and/or extension of awareness of a PARTICIPANTS enrollment in all VTR and Paid WEX activities.~~

~~5.6—CONTRACTOR shall report each PARTICIPANT's monthly attendance and progress, including achievements, by the tenth (10th) calendar day of the following month in a format approved by ADMINISTRATOR. For example, the PARTICIPANT's monthly report for January is due February 10.~~

~~5.7—CONTRACTOR shall provide, by the tenth (10th) calendar day of each month, a cumulative status report for the preceding month, in a format approved by ADMINISTRATOR. The monthly status report shall identify, but not be limited to, the following data elements:~~

~~5.7.1—Referrals received;~~

~~5.7.2—PARTICIPANTS enrolled in VTR, and Paid WEX activities;~~

~~5.7.3—VTR or Paid WEX referrals returned to CW/WTW Staff prior to assignment and reason of return;~~

~~5.7.4—PARTICIPANTS exiting VTR, and Paid WEX prior to completion and reason for exiting;~~

~~5.7.5—Active PARTICIPANTS carried forward from previous month;~~

~~5.7.6—Completions of VTR and Paid WEX activities;~~

~~5.7.7—Placements in unsubsidized employment;~~

~~5.7.8—Average hourly wage; and~~

~~5.7.9—Special incidents.~~

~~46.1.1.16.3.4.1 CONTRACTOR shall include a summary of all complaints, as noted in Paragraph 11 of Exhibit A, received in~~

~~the monthly status reports submitted to SSA~~ any suspected fraud.

47.7. PERFORMANCE MONITORING AND REVIEW

~~47.1~~7.1 CONTRACTOR's performance will be monitored and reviewed by ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR in monitoring performance. ADMINISTRATOR will conduct case reviews as part of an on-going evaluation of CONTRACTOR's performance.

~~47.2~~7.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including but not limited to:

~~47.2.1~~7.2.1 Random sampling of program activities including a review of case files ~~each month~~;

~~47.2.2~~7.2.2 Activity checklists and random observations;

~~47.2.3~~7.2.3 Inspect output items on a periodic basis as deemed necessary;

~~47.2.4~~7.2.4 Monthly statistical reports;

~~47.2.5~~7.2.5 PARTICIPANTS' complaints and/or PARTICIPANTS' questionnaires; and

~~47.2.6~~7.2.6 Complaints received by CONTRACTOR.

~~47.3~~7.3 ADMINISTRATOR may require corrective action plans when it is determined that services are performed unsatisfactorily during the review period. CONTRACTOR shall remedy the performance defects within the time period specified in the corrective action plan. Nothing in this section shall limit the COUNTY's ability to terminate this Agreement pursuant to Paragraph ~~42.42~~.

7.4 Performance evaluation meetings will be conducted by ADMINISTRATOR as necessary.

~~47.41.1 Performance evaluation meetings will be conducted by ADMINISTRATOR as necessary.~~

8. QUALITY ASSURANCE/QUALITY CONTROL

~~5.8~~ CONTRACTOR shall ~~cooperate with ADMINISTRATOR in providing the information necessary for monitoring this Agreement,~~ establish and ~~with authorized State or~~

~~federal representatives who may audit CW/WTW Program services.~~

~~6. QUALITY CONTROL~~

~~47.5.1~~ ~~CONTRACTOR shall maintain~~ utilize a ~~complete internal~~ comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to ensure that monitor the requirements level of this Agreement are met. program service and quality. The Quality Control Plan ~~shall~~ will be effective on contract start date and will be updated and resubmitted to ADMINISTRATOR for approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

8.1.1 The method for ensuring the services, deliverables, and requirements defined in the agreement are being provided at or above the level of quality per this Agreement.

8.1.2 The method for assuring the staff rendering services under this Agreement has the necessary qualifications.

~~47.5.18.1.3~~ Activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;

~~47.5.28.1.4~~ ~~Specific methods to identify and prevent~~ The method of identifying and preventing deficiencies in the quality of service ~~performed, prior to unacceptable performance levels;~~ as defined by ADMINISTRATOR; and

~~6.1.1—Method~~ The method for ~~continuing services in the event of an emergency, such as~~ providing ADMINISTRATOR with a ~~strike~~ copy of CONTRACTOR's ~~employees or case reviews, a natural disaster;~~ clear description of, and

~~47.5.38.1.5~~ ~~Maintenance of all inspection files and, if necessary,~~ corrective action taken, to resolve identified problems.

~~47.6.8.2~~ ~~CONTRACTOR shall cooperate with any third-party audit or inspections as required by ADMINISTRATOR or other COUNTY, State or federal agency.~~

9. MEETINGS

CONTRACTOR shall:

9.1 Attend monthly meetings and occasionally conduct staff tour/site visits, as requested by ADMINISTRATOR. Upon mutual agreement of CONTRACTOR

and ADMINISTRATOR, CONTRACTOR may attend meetings remotely. CONTRACTOR shall consult with ADMINISTRATOR regarding specific cases, be available to answer questions, and provide additional information as needed.

9.2 As requested by ADMINISTRATOR, attend meetings with COUNTY's contracted service providers and community partners, including Client Intervention Meetings.

9.3 Participate in Performance/Outcomes evaluation meetings as requested by ADMINISTRATOR.

9.4 Attend training(s) and/or meetings, as determined by ADMINISTRATOR, and provide CONTRACTOR's staff with ongoing training and assistance to ensure that contract deliverables are met.

10. FACILITIES

10.1 It is mutually understood that PARTICIPANTS will be referred to CONTRACTOR at the following facility:

Santa Ana WORK Center
801 Civic Center Dr., Suite 200
Santa Ana, CA 92701

10.2 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.

11. REPORTING REQUIREMENTS

~~7. WELFARE FRAUD~~

~~If CalWORKs eligibility or Supportive Services payment fraud is suspected, CONTRACTOR staff shall inform the appropriate designated COUNTY staff within two (2) business days of awareness of any suspected fraud.~~

~~8. HANDLING COMPLAINTS~~

~~8.1 Complaints include, but are not limited to: complaints from PARTICIPANTS, other COUNTY contracted service providers, community organizations, and the public. CONTRACTOR shall develop, operate, and maintain: _____~~

11.1 Comply with data verification requirements per ADMINISTRATOR.

~~47.7~~11.2 Immediately implement and adhere to future policy revisions and changes or enhancements in procedures for receiving, investigating and responding to complaints, and processes pertaining to submission and reporting requirements.

~~8.2 CONTRACTOR staff shall maintain a log for identification and response to complaints. When complaints cannot be resolved informally, a system of follow through shall be instituted. Responses to complaints should occur within two (2) business days, unless otherwise authorized by ADMINISTRATOR.~~

~~8.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to ADMINISTRATOR prior to responding to the complaint.~~

~~8.4 CONTRACTOR shall notify ADMINISTRATOR immediately of all Civil Rights complaints.~~

~~8.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint, except as provided for in Subparagraph 11.4 above.~~

11.3 CONTRACTOR shall provide a summary of all complaints as prescribed and on a Use the most current templates provided by ADMINISTRATOR.

11.4 Implement a quality control process to ensure integrity of data submitted, review and approve all reports submitted to ADMINISTRATOR.

~~47.8~~11.5 Provide by the tenth (10th) calendar day of each month, a status report for the preceding month, in a format approved by ADMINISTRATOR. Status reports shall include, but are not limited to, the following:

~~8.6 Formal Grievance Process and State Hearing~~

~~8.6.1 CONTRACTOR shall inform each Participant of his or her State Hearing and Civil Rights, and of his or her right to request a review by a COUNTY worker of a grievance should the Participant disagree with an action made by CONTRACTOR.~~

~~8.6.2 Grievance Rights and Civil Rights notices, in multiple languages, shall be posted in CW/WTW office(s) where all PARTICIPANTS can easily see them, in accordance with Subparagraph 9.3.2 of this Agreement.~~

~~8.6.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings and State Hearings when requested by Administrator, and comply with the decisions of the Hearing Officers. All actions involving the Formal Grievance Process and State Hearings shall be properly documented by CONTRACTOR.~~

~~48.1. HOURS OF OPERATION~~

~~8.7 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 8:00 a.m. to 5:00 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. In addition, CONTRACTOR shall provide expanded work hours of operation during the evening and on weekends to address PARTICIPANTS needs.~~

~~8.8 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King 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 12.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.~~

11.5.1 Total number of referrals received from ADMINISTRATOR and referral outcomes.

11.5.2 Caseload movement: total number of PARTICIPANTS enrolled, participating, exiting, and completing job placements or programs.

11.5.3 Total number of referrals returned to ADMINISTRATOR prior to placement.

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- 11.5.4 List of PARTICIPANTS who obtained unsubsidized employment within forty-five (45) calendar days of completing the activity, or otherwise agreed timeline requested by ADMINISTRATOR.
- 11.5.5 Updated information on the activity status of the referrals and PARTICIPANT attendance issues.
- 11.5.6 List of issued incentive vouchers including PARTICIPANT name, issuance date, and any related information requested by ADMINISTRATOR.
- 11.6 Provide monthly PARTICIPANT attendance and progress reports including achievements and the number of participation/work hours to ADMINISTRATOR, as applicable, by the tenth (10th) calendar day of the following month.
- 11.7 Maintain a record of all WEX worksites who have served PARTICIPANTS and include the percentage of PARTICIPANTS who were offered unsubsidized employment at the end of the placement. CONTRACTOR shall provide this record to ADMINISTRATOR upon request.
- 11.8 Participate in the evaluation of services through distribution and collection of customer satisfaction surveys as determined by ADMINISTRATOR. Survey results, along with any corrective action(s) with respect to survey findings or trends, shall be provided to ADMINISTRATOR upon request.
- 11.9 Maintain a monthly Complaint Log documenting PARTICIPANTS' complaints and CONTRACTOR's response. The Complaint Log shall be submitted to ADMINISTRATOR by the tenth (10th) calendar day of each month. Any incidents involving harassment or injury must be reported to ADMINISTRATOR within one (1) business day of the incident.
- 11.10 Maintain an organizational chart along with corresponding job descriptions for every classification funded under this Agreement. CONTRACTOR shall provide an updated organizational chart along with job descriptions to ADMINISTRATOR by July 1, 2022.
- 11.10.1 Should any organizational or staffing arrangements change during the term of the Agreement, CONTRACTOR shall submit a revised

organizational chart to ADMINISTRATOR within two (2) business days;
or upon request by ADMINISTRATOR.

11.11 Provide additional reports as requested by ADMINISTRATOR.

49.12. BUDGET

49.12.1 The annual budget for services provided pursuant to ~~Exhibit~~ Attachment A of this Agreement is set forth as follows:

Budget Period July 1 – June 30

<u>Line Items</u>	<u>Maximum⁽¹⁾ Hourly Rate</u>	<u>TOTAL STAFFING & EMPLOYEE BENEFITS^{(1) (2) (3) (4)}</u>	<u>FTE⁽²⁾</u>	<u>Budget</u>
			<u>\$278,630</u>	
<u>Salaries and Benefits—Program</u>				
–Workforce Specialist II	\$39.77	2.00		\$165,438
–Economic Development Specialist III	\$73.09	.03		<u>\$4,561</u>
–Subtotal Salaries—Program				\$169,999
–Benefits—Program (60%) ⁽³⁾				<u>\$97,516</u>
–Subtotal Salaries and Benefits—Program				\$267,515
<u>Salaries and Benefits—Administrative</u>				
–Sr. Accounting Assistant	34.74	.03		\$2,355
–Account Clerk I	19.50	.05		<u>994</u>
–Subtotal Salaries—Administrative				\$3,349
–Benefits—Administrative (60%) ⁽³⁾				<u>\$1,800</u>
–Subtotal Salaries and Benefits—Administrative				\$5,149
<u>Operations</u>				
–Communications				\$1,100
–Rent Payments				\$20,000
–Office Supplies				\$700
–Rental City Equipment				\$750
–Accident Repair &				\$50

Replacement	
–Gas & Diesel	\$150
–IT Maintenance Charge	\$16,260
–Delivery Charges	\$850
–Insurance	\$18,130
–Indirect Costs⁽⁴⁾	\$19,346
–Subtotal Operations	\$77,336

Participant Costs	
–Work Experience Wages	\$206,640
–Benefits	\$43,236
–Vocational Training	\$239,088

–Subtotal	
Participant Costs	
<u>TOTAL</u>	
<u>PARTICIPANT</u>	
<u>COSTS</u>	\$488,964

<u>TOTAL</u>	
<u>OPERATING</u>	
<u>EXPENSES⁽⁵⁾</u>	<u>\$71,370</u>

<u>TOTAL</u>	
<u>INDIRECT</u>	
<u>COSTS⁽⁶⁾</u>	
<u>(12.2%)</u>	<u>\$21,900</u>

MAXIMUM ANNUAL COUNTY OBLIGATION		\$838,964
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MAXIMUM CONTRACT OBLIGATION	\$2,516,892		\$1,677,928
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~~⁽⁴⁾ Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.~~

~~⁽²⁾~~

⁽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)~~ ⁽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 contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed fifty-five percent (55.0023%) of the actual salary expense claimed.

~~(4)~~ ⁽⁵⁾ Indirect costs include Operating expenses shall include expenses incurred for communications, rent, office supplies, rental city equipment, accident repair/replacement, gas/diesel, IT maintenance, delivery, and insurance.

(6) Indirect costs includes administrative costs not directly charged to the program, including accounting, payroll, purchasing, legal audit, and oversight functions. Indirect costs reflect ~~11.16% of full-time and part-time~~ twelve percent (12.2%) 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.

~~49.2~~ 12.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement

under this 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.

~~49.3~~12.3 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 ~~20.1~~20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with ~~Paragraph 42~~Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph ~~20.1 of this Agreement~~,20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this ~~Exhibit~~Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

~~9.~~ STAFF

12.4 In the event the budget shown in Subparagraph 12 of this Attachment 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.

13. STAFFING REQUIREMENTS

CONTRACTOR shall:

~~49.4~~13.1 Employ staff with experience in placing PARTICIPANTS in an environment that facilitates the development of the English language for

PARTICIPANTS with a limited English vocabulary.

~~49.5~~13.2 Employ staff who are able to read, write, speak, and understand English.

~~49.6~~13.3 Provide bilingual staff or translation services to serve all PARTICIPANTS who speak Spanish ~~or~~ Vietnamese ~~or Farsi~~.

~~49.6.1~~13.3.1 The ratio of bilingual staff shall be consistent with and proportional to the target population, as determined by ADMINISTRATOR.

~~49.6.2~~13.3.2 Translation services shall be provided for all other languages as needed to ensure all PARTICIPANTS are provided services in the language they speak.

~~49.7~~13.4 CONTRACTOR shall comply with all COUNTY, State, and federal regulations regarding Limited English Proficiency.

~~9.1~~ Staff Training

~~9.1.1~~ CONTRACTOR's staff directly serving PARTICIPANTS, or supervising those who do, shall be thoroughly familiar with the CW/WTW service delivery model per CW/WTW regulations and COUNTY policies and procedures and related instructions, including service delivery and payment systems; welfare fraud and child abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance requirements.

~~9.1.2~~ COUNTY will provide relevant program policies and operational procedures to CONTRACTOR during start-up, and subsequently as these materials are revised or new policies are developed.

~~9.1.3~~ COUNTY will provide initial training to a limited number of CONTRACTOR staff with respect to CW/WTW regulations and COUNTY policies and procedures. CONTRACTOR shall conduct subsequent training(s) and refresher training yearly. COUNTY will provide some information to CONTRACTOR on the requirements in Subparagraph 14.5.1, but it will be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff understand and correctly implement the requirements when providing CW/WTW services.

~~9.1.4~~ CONTRACTOR shall be required to attend training(s) and/or meetings,

as determined by ADMINISTRATOR, and provide CONTRACTOR staff with ongoing training and assistance to ensure that contract deliverables are met.

~~9.1.5 CONTRACTOR shall ensure that CONTRACTOR’s staff receives training in understanding the cultural differences among groups of PARTICIPANTS, and recognizes and effectively intervenes to overcome any language and/or cultural barriers to employment.~~

~~9.1.6 CONTRACTOR shall maintain a log of in-house training activities and PARTICIPANTS. This log shall be made available to ADMINISTRATOR upon request.~~

9.2 — Staff Positions, Duties, and Qualifications

~~CONTRACTOR shall provide the following described staff positions:~~

13.5 CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u>	<u>Position Type⁽¹⁾</u>	<u>FTE⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>
<u>Workforce Specialist II</u>	<u>D</u>	<u>2.00</u>	<u>\$41.13</u>
<u>Econ Dev. Specialist III</u>	<u>D</u>	<u>0.02</u>	<u>\$72.17</u>
<u>Sr. Accounting Assistant</u>	<u>A</u>	<u>0.03</u>	<u>\$39.06</u>
<u>Account Clerk I</u>	<u>A</u>	<u>0.05</u>	<u>\$19.50</u>
<u>Management Analyst</u>	<u>A</u>	<u>0.03</u>	<u>\$40.26</u>

(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.

~~49.7.1~~13.5.1 Workforce Specialist II (SA WDB ~~CM~~)Case Manager

Duties:

~~49.7.1.1~~13.5.1.1 ~~Manages~~Manage caseload, ~~advises~~advise PARTICIPANTS of career and training opportunities, ~~develops~~develop ~~PARTICIPANTS'~~PARTICIPANT employment ~~plan~~plans, and is responsible for ~~PARTICIPANTS'~~PARTICIPANT outcomes.

~~49.7.1.2~~13.5.1.2 ~~Oversees~~Oversee ~~Participant~~PARTICIPANT job search activities and program enrollments, identifies and develops job opportunities appropriate ~~to~~for PARTICIPANTS.

~~49.7.1.3~~13.5.1.3 ~~Markets~~Market services to employers and ~~to~~ PARTICIPANTS, ~~conducts~~conduct employment/job sector workshops, ~~gives~~give presentations and ~~prepares~~prepare informational materials, and ~~maintains~~maintain contacts within the business community to provide employers with qualified candidates.

~~49.7.1.4~~13.5.1.4 ~~Monitors~~Monitor employment rate/employee retention rate and customer satisfaction rate and develops plans for improvement.

~~49.7.1.5~~13.5.1.5 ~~Monitors~~Monitor eligibility and program files to ensure compliance with federal and State regulations, including CW/WTW regulations; ~~performs~~perform site visits, and ~~maintains~~maintain detailed records and ~~writes~~ reports.

~~49.7.1.6~~13.5.1.6 ~~Collects~~Collect and ~~compiles~~compile data to generate detailed technical reports, ~~writes~~articles, and ~~prepares~~other publications regarding the WDB to the public.

49.7.1.7 13.5.1.7 ~~Organizes~~Organize and ~~implements~~implement WDB sponsored events, ~~participates as a team player,~~ and ~~applies~~apply principles of quality of service in all activities.

Qualifications:

49.7.1.8 13.5.1.8 A minimum one (1) year of workforce development program experience, or any combination of college level coursework in psychology, sociology, counseling, human services, business administration, accounting, public administration, workforce development program experience equivalent to one (1) year which provides the desirable knowledge, skills, and abilities.

49.7.1.9 13.5.1.9 Knowledge of federal and State regulations pertaining to workforce development programs, interviewing techniques and methods of determining program eligibility, employment market, agencies providing resources, and methods of case management, data collections, and monitoring.

49.7.1.10 13.5.1.10 Ability to understand, interpret, and implement federal and State regulations; organize and effectively manage a heavy and varied caseload to meet program performance standards; coordinate and conduct meetings; make public presentations; communicate clearly and concisely; and keep detailed and accurate records.

49.7.2 13.5.2 Economic Development Specialist III

Duties:

49.7.2.1 13.5.2.1 ~~Directs, coordinates, monitors~~Direct, coordinate, monitor and ~~evaluates~~evaluate economic development programs.

49.7.2.2 13.5.2.2 ~~Conducts~~Conduct economic research, analyses, market feasibility studies concerning the CONTRACTOR's business base and other related research.

49.7.2.3 13.5.2.3 ~~Analyzes~~Analyze financial requirement of businesses interested in financial assistance and designs and

implements a business retention program.

49.7.2.4 ~~13.5.2.4~~ ~~Prepares~~ Prepare applications for grants and ~~oversees~~ oversee approved grant programs.

49.7.2.5 ~~13.5.2.5~~ ~~Plans~~ Plan and ~~directs~~ direct marketing efforts, including media relations, print materials and advertising.

49.7.2.6 ~~13.5.2.6~~ ~~Establishes~~ Establish and ~~maintains~~ maintain communications and ~~coordinates~~ coordinate activities with organizations to promote and facilitate economic development.

49.7.2.7 ~~13.5.2.7~~ ~~Coordinates~~ Coordinate the Division budget and supervises subordinate-level employees.

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Qualifications:

Qualifications:

49.7.2.8 ~~13.5.2.8~~ A minimum of three (3) years of experience in local government or private economic development programs, one year of which must be as program manager or project leader, or a Bachelor's degree from an accredited college or university with specialization in economics, business or public administration, commercial finance may be used, or any combination of education in economics, business or public administration, commercial finance, training and experience equivalent to three (3) years experience which provide the knowledge, skills and abilities of the job.

49.7.3 ~~13.5.3~~ Senior Accounting Assistant

Duties:

49.7.3.1 ~~13.5.3.1~~ ~~Prepares~~ Prepare and ~~maintains~~ maintain financial and accounting records by gathering, assembling, tabulating, comparing, verifying, and posting financial and statistical data.

49.7.3.2 ~~13.5.3.2~~ ~~Prepares~~ Prepare or ~~verifies~~ verify and ~~processes~~ process bills, invoices, and similar documents.

49.7.3.3 ~~13.5.3.3~~ ~~Posts~~ Post and ~~balances~~ balance cash books, ledgers,

subsidiary journals, and other financial and accounting records.

49.7.3.4 ~~13.5.3.4~~ ~~Reconciles~~ Reconcile accounts to general ledgers and ~~prepares~~ prepare routing reports and statements.

49.7.3.5 ~~13.5.3.5~~ ~~Analyzes~~ Analyze and ~~prepares~~ prepare reports of encumbrances and expenditures for department programs.

49.7.3.6 ~~13.5.3.6~~ ~~Performs~~ Perform cost research and cost recovery analysis.

49.7.3.7 ~~13.5.3.7~~ ~~Receives~~ Receive money and ~~maintains~~ maintain records of receipts, files of invoices and other financial transaction documents.

Qualifications:

49.7.3.8 ~~13.5.3.8~~ ~~Qualifications:~~ A minimum of two (2) years of experience performing responsible accounting, financial, statistical or other specialized office clerical work supplemented by courses in accounting, finance, business, office practices, or related coursework; or a combination of two (2) years of training and experience, or courses in accounting, finance, business and office practices which provides the knowledge, skills and abilities in accounting methods and government budgeting.

49.7.3.9 ~~13.5.3.9~~ Knowledge of bookkeeping principles and practices, fund accounting and governmental accounting methods.

49.7.3.10 ~~13.5.3.10~~ Ability to keep bookkeeping accounts and prepare financial statements and make arithmetic calculations.

49.7.4 ~~13.5.4~~ Account Clerk I

Duties:

49.7.4.1 ~~13.5.4.1~~ ~~Performs~~ Perform a variety of routine clerical work involved in receiving, distributing and maintaining financial and statistical records, receiving and disbursing cash.

49.7.4.2 ~~13.5.4.2~~ ~~Gathers, assembles, tabulates, checks~~ Gather, assemble, tabulate, check, and ~~posts~~ post financial and statistical data.

49.7.4.3 13.5.4.3 ~~Maintains~~Maintain simple accounts, ~~posting~~post entries from supporting documents and records, including verifications of invoices with supporting documents.

49.7.4.4 13.5.4.4 ~~Accepts~~Accept payments and fees as well as ~~ensures~~ensure prompt payment for CONTRACTOR's purchases.

Qualifications:

49.7.4.5 13.5.4.5 High School diploma, General Equivalency Diploma (GED), or equivalent certification, and experience in performing financial, statistical or other clerical work.

49.7.4.6 13.5.4.6 Knowledge of modern office practices and procedures.

49.7.4.7 13.5.4.7 Knowledge of methods of handling, receipting, and maintaining records of money received.

49.7.4.8 13.5.4.8 Skill in making arithmetic computations; filing; maintaining office records; the operation of office equipment, including ten-key adding machines, calculators, and personal computers.

13.5.5 Management Analyst

Duties:

13.5.5.1 Perform administrative duties, including development of the budget, to ensure efficient and effective internal systems operations.

Qualifications:##

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13.5.5.2 Two years of responsible governmental administrative experience and education equivalent to graduation from a four-year college or university with specialization in political science, public or business administration or closely related field; or any equivalent combination of education, training and experience.

14. TRAINING

14.1 CONTRACTOR's staff shall attend any trainings, conferences, and meetings as

required by ADMINISTRATOR.

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

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

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

14.5 COUNTY will provide initial training to CONTRACTOR staff on CW/WTW regulations and other procedures per ADMINISTRATOR. CONTRACTOR shall conduct training(s) to new staff and refresher trainings yearly.

14.6 It will be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff understand and correctly implement the requirements when providing CW/WTW services to PARTICIPANTS.

ATTACHMENT B
SOCIAL SERVICES AGENCY POLICY AND PROCEDURE I 6: INFORMATION
TECHNOLOGY SECURITY AND USAGE

I. PURPOSE

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

II. DEFINITIONS

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

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

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

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

III. POLICY

SSA workforce members shall adhere to applicable SSA, County of Orange (including the ITSP, County of Orange-Attachment A), 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

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

I. PURPOSE

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

II. POLICY

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

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

Personally Identifiable Information (PII): Is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometrics records; and (2) any other information that can be used alone or when combined with other personal or identifying information that is linked or linkable to an individual, such as medical, educational, financial and employment information.

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

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

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

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

- Monthly BEER Match (paper only):

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

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

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

IV. PROCEDURE

A. Detection:

1. OCSSA workforce members have the responsibility to monitor for and report any known or suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII. Examples of incidents or breaches include, but are not limited to:

- a. Theft/Loss of PII or FTI.
- b. E-mail, texting or faxing PII to an unknown or unauthorized recipient
- c. Theft/Loss of unencrypted device (phones, laptops, thumb drives, etc.) containing PII.
- d. Employee accessing or searching data systems containing PII without a legitimate business need.
- e. Improper disposal of records containing PII, such as in a dumpster or recycle bins

2. OCSSA staff shall immediately report privacy and security incidents by following the process identified under Reporting and Resolution, with guidance from State and Federal documents located in the Reference and Attachment Sections.

B. Reporting and Resolution:

1. Immediately upon identifying any suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII, the SSA employee will immediately notify their Regional/Program Manager/Admin Management Team, with a CC to their immediate Supervisor.
2. The Regional/Program Manager, upon receiving information about the privacy or security incident, will immediately submit a Privacy Incident Report (PIR) to the Quality Support Team (QST)/Custodian of Records (COR) at SSAcustodianofrecordsinbox@SSA.ocgov.com with a CC to their Deputy Division Director, via a secure email message with the subject line "Initial PIR [secure]". Each section of the PIR will be completed with as much information as available at the time of drafting. No PII should be included in the PIR.
3. Upon receipt of the PIR, the Quality Support Team will collaborate with the Regional/Program Manager to further identify any details necessary to better assess the incident.
4. Upon gathering this information, the Quality Support Team will then connect with the County Privacy Officer to identify next steps.
5. As determined to be required, the QST/COR shall advise the identified program point of contact ("Action Officer") to update the PIR to include any additional information required. a. If the incident meets any of the criteria noted in the County Significant Incident/ Claim Reporting Protocol, QST/COR shall draft a report containing the basic/concise facts and submit to the Chief Deputy Director with the PIR attached for review and submission to IncidentReport@ocgov.com.
6. QST/COR will serve as the Agency's point of contact for the County Privacy Officer and will communicate all applicable steps identified by the County Privacy Officer to the Action Officer.
 - a. The Action Officer will be responsible for coordinating all applicable activities required to notify and rectify the privacy/security issue that was identified.
 - i. Action Officers will be assigned and will vary depending on the program.
 - ii. Depending on the type of issue, the References Section provided below will provide more information on what actions are necessary to rectify the situation. Loss of Medi-Cal PII involves different steps than a loss of PII for other programs.
 - b. The Action Officer shall oversee the completion of the investigation of the privacy or security incident.

c. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of Medi-Cal PII when notification is required.

d. The Action Officer shall engage Human Resource Services, County Counsel, Risk Management, and/or the County Executive Office as needed to determine if internal processes, such as disciplinary action, are necessary.

e. At the conclusion of the investigation and completion of all required notifications and consultations regarding necessary internal processes, the Action Officer will send the completed PIR that includes all required documentation from the investigation to QST/COR at the SSACustodianofrecordsinbox@SSA.ocgov.com with the subject line “Final PIR [secure].”

7. The County Privacy Officer will submit the final PIR to DHCS as required.

8. QST/COR will retain the final PIR for all incident types.

V. REFERENCES

Compliance of this policy shall be in accordance with the:

· For Loss of Medi-Cal PII:

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

· For Loss of all other program PII:

[State of California Department of Social Services Privacy and Security Agreement
https://cdss.ca.gov/Portals/9/ACL/2019/19-56E.pdf?ver=2019-07-02-071938-893](https://cdss.ca.gov/Portals/9/ACL/2019/19-56E.pdf?ver=2019-07-02-071938-893)

· For Loss of Federal Tax Information (FTI): [State of California Health and Human Services Agency Department of Social Services \(CDSS\) All County Letters No. 15-56](#)

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

· [California Civil Code 1798.29](#)

· [Children and Family Services Division \(CFS Policy F-0105\), Confidentiality-CFS Client Records](#)

[California Department of Health Care Services Data Privacy Contact Information](#)

ATTACHMENT D
SOCIAL SERVICES AGENCY (SSA)
INFORMATION TECHNOLOGY SECURITY AND USAGE AGREEMENT

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.

Supervisor of User/Human Resources (HR) Representative:
