

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
PUBLIC CONSULTING GROUP, ~~INC.~~ LLC
FOR THE PROVISION OF
SUPPLEMENTAL SECURITY INCOME (SSI),
STATE SUPPLEMENTARY PAYMENTS (SSP) ~~AND~~ and
SOCIAL SECURITY DISABILITY INSURANCE (SSDI)
CLIENT ADVOCACY SERVICES

~~This AGREEMENT, entered into this 1st day of July 2018, 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 PUBLIC CONSULTING GROUP, ~~INC., a Massachusetts private for-profit corporation~~ LLC, a Delaware limited liability company, qualified to transact interstate business in the State of California, 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.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of SSI/SSP and SSDI Client Advocacy Services ~~to General Relief (GR) and California Work Opportunity and Responsibility to Kids (CalWORKs) recipients who are potentially eligible to SSI/SSP or SSDI benefits; and;~~

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 17000 et seq. through 17409 et seq., and California Welfare and Institutions Code Section 11200 et seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997 the general authority for the administration of General Relief ~~;~~ and

~~NOW, THEREFORE, IT IS MUTUALLY~~ ACCORDINGLY, THE PARTIES AGREED
AS FOLLOWS:

TABLE OF CONTENTS

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

Exhibit A

1.	POPULATION TO BE SERVED	1
2.	DEFINITIONS	2
3.	OUTCOME OBJECTIVES	2
4.	HOURS OF OPERATION	4
5.	SERVICES	4
6.	REPORTING REQUIREMENTS	11
7.	STAFF TRAINING	13
8.	FACILITIES	15
9.	MEETINGS	17
10.	STAFFING REQUIREMENTS	17
11.	HANDLING COMPLAINTS	20
12.	UTILIZATION REVIEW	22

Attachments

- A. I 6 Information Technology Security and Usage
- B. I 7 Loss of PII or Other Forms of Confidential Information
- C. SSA Information Technology Security and Usage Agreement

1. TERM

The term of this Agreement shall commence on July 1, ~~2018~~2021, and terminate on June 30, ~~2021~~2024, unless earlier terminated pursuant to the provisions of Paragraph ~~40~~41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Agreement may be renewed thereafter for two (2) additional one-year terms upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.

2. ALTERATION OF TERMS

- 2.1 This Agreement, including any Exhibit(s) and Attachments attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.
- 2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

- 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.
- 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES ~~AND STAFFING~~

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibit A to the Agreement between County of Orange and Public Consulting Group, ~~Inc.,~~ LLC, for the Provision of SSI/SSP and SSDI Client Advocacy Services, attached hereto and incorporated herein by reference: ~~Exhibit A relating to SSI, SSP, and SSDI Client Advocacy Services; provided that CONTRACTOR, however, shall not at any time provide legal advice to any individual or the County as part of the services being rendered nor shall CONTRACTOR be engaged in any way in the practice of law.~~ CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Agreement, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it ~~has~~ and its personnel, described in Paragraph 26 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all

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

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

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

6.2 Change of Ownership

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

duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

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

~~This Agreement contemplates that Contractor may subcontract for representation pursuant to the provisions of Subparagraph 3.2.5 of Exhibit A. Such subcontract is subject to the provisions in the Paragraph 6.2.~~

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 serious 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 ~~AND REAL PROPERTY~~ ~~DISCLOSURE~~/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 ~~CONTRACTOR's relationship to~~ when changes occur between CONTRACTOR and other businesses ~~dealing with CONTRACTOR under~~ that could impact services provided through this Agreement ~~changes~~, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

8.3 Name Change

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

9. USE OF COUNTY PROPERTY

~~1.1 — County and CONTRACTOR have agreed to License Agreement CEO/RFLS/SSA-018-059, with a term of July 1, 2018 to June 30, 2021, to provide access to Client Advocacy Services to Social Services Agency clients at 1928 South Grand, Santa Ana.~~

~~1.2 — County and CONTRACTOR have agreed to First Amendment to License Agreement GA 1213-218-1, with a term of July 1, 2018 to June 30, 2021, to provide access to Client Advocacy Services to Social Services Agency clients at 2020 West Walnut, Santa Ana.~~

- 9.1 ~~Contractor agrees to maintain these licenses for the term of this agreement.~~ CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Agreement. CONTRACTOR shall enter into a rent-free lease agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR. Failure to execute the license agreement will result in a breach of this Agreement.
- 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, at its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.
10. NON-DISCRIMINATION
- 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.
- 10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 10 et seq.
- 10.3 Non-Discrimination in Employment
- 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).
- 10.3.2 All solicitations or advertisements for employees placed by or on behalf of

CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of ~~Social Services~~ [Fair Employment](#)

~~Public Inquiry and Response Bureau~~

~~P.O. Box 944243, M.S. 8-4-23~~

~~Sacramento~~ [2218 Kausen Drive, Suite 100](#)

[Elk Grove](#), CA ~~95814~~ [95758](#)

Telephone: ~~—~~ (800) ~~952-5253~~ [884-1684](#)

~~—~~ (800) ~~952-8349 (For the hard of hearing)~~ [700-2320 \(TTY\)](#)

10.4 Non-Discrimination in Service Delivery

10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State

laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

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

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

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M-15 ~~8-15~~ 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~~

90 7th Street, Suite 4-100

San Francisco, CA ~~94102~~94103

Customer Response Center: (800) 368-1019

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

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

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

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

11. NOTICES

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

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

CONTRACTOR: Public Consulting Group, ~~Inc.~~ LLC
~~Legal Department~~
148 State St. ~~Tenth Floor.~~,
Boston, MA 02109

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

11.2.1 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 11.1;

11.2.2 Sent by Email;

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

11.2.4 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.

~~11.2~~11.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

12. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party; ~~provided that neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party ("force majeure event"). The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.~~

13. INDEMNIFICATION

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products,

or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

14. INSURANCE

- 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial

report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

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

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

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

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

14.5 Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence

	\$2,000,000 aggregate
Automobile Liability including coverage for owned , non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

14.8 Required Coverage Forms

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

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

14.9 Required Endorsements

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

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

- 14.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
- 14.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 14.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 14.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.
- 14.13 If CONTRACTOR's ~~Professional Liability, Technology Errors & Omissions and/or~~ Network Security & Privacy Liability policy ~~are~~is a "claims made" policy, CONTRACTOR shall agree to maintain ~~Professional Liability, Technology Errors~~

~~& Omissions and/or~~ Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

- 14.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
 - 14.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Agreement.
 - 14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
 - 14.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
 - 14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
 - 14.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS
- CONTRACTOR shall report to COUNTY, in writing within ~~one (1) business days~~twenty-four (24) hours of occurrence, the following:
- 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to

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

~~15.1~~15.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

~~15.2~~15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.

~~15.3~~15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

~~15.4~~15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.

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

16. CONFLICT OF INTEREST

16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with ~~the best~~COUNTY interests~~of COUNTY. This.~~ In addition to the CONTRACTOR, this obligation shall apply to ~~CONTRACTOR,~~ CONTRACTOR's employees, agents, and subcontractors associated with ~~accomplishing work~~the provision of goods and services ~~hereunder,~~provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing ~~precautions to prevent~~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 ~~from acting in the best interests~~performance of COUNTY~~their duties.~~

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

change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17. ANTI-PROSELYTISM PROVISION

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

18. SUPPLANTING GOVERNMENT FUNDS

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

19. EQUIPMENT

19.1 Use of COUNTY Computer Equipment

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, adheres to the provisions in Attachment A and B and signs Attachment C 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.

~~19.20.~~ BREACH SANCTIONS

~~19.1~~ 20.1 Failure by CONTRACTOR to comply with any of the provisions,

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

~~19.1.1~~20.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~19.1.2~~20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

~~19.1.3~~20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

~~19.2~~20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

~~20.21.~~ PAYMENTS

~~20.1~~21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$750,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

~~20.1.1~~21.1.1 \$250,000 for July 1, ~~2018~~2021 through June 30, ~~2019~~2022;

~~20.1.2~~21.1.2 \$250,000 for July 1, ~~2019~~2022 through June 30, ~~2020~~2023; and

~~20.1.3~~21.1.3 \$250,000 for July 1, ~~2020~~2023 through June 30, ~~2021~~2024.

~~20.2~~21.2 Allowable Costs and Usage

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, the amount of \$900 for each SSI, SSP, and/or SSDI application submitted subject to any exclusions or limitations specified in Exhibit A.—

~~1.2.1 — In addition to the amount paid per application submitted, COUNTY shall pay CONTRACTOR the following amounts as specified:~~

~~Premium 1: — \$1,400 for~~For each application ~~approved~~

~~by the Social Security Administration upon initial application.~~

~~Premium 2: \$1,200 for each application approved by the Social Security Administration after the appeal process.~~

~~20.2.1~~21.2.1, a premium fee will be paid upon approval of benefits. Only one (1) premium fee shall be paid for each approved application ~~and/or the same Client~~in accordance with Subparagraphs 21.2.1.1 and 21.2.1.2.

21.2.1.1 If application for benefits receives approval upon initial filing, COUNTY will pay CONTRACTOR \$1,400.

21.2.1.2 If application for benefits received approval after appeal (Reconsideration or Hearing), COUNTY will pay CONTRACTOR \$1,200.

~~20.2.2~~21.2.2 The amount of \$900 will be paid for resubmitting an SSI, SSP, and/or SSDI application only if the client's situation changes to the degree that the new application would be approved by the Social Security Administration; CONTRACTOR and ADMINISTRATOR shall mutually agree that the client's situation has sufficiently changed and merits a new application, prior to the new application being submitted.

~~20.2.3~~21.2.3 At no time shall clients be charged or required to pay any amount for services provided under this Agreement

~~20.2.4~~21.2.4 No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price ~~and premiums~~ listed above, regardless of the number of referrals from COUNTY.

~~20.3~~21.3 Claims

~~20.3.1~~21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents'

Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

~~20.3.2~~21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 of this Agreement.

~~20.3.3~~21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

~~20.3.4~~21.3.4 Year-End and Final Claims

~~20.3.4.1~~21.3.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR to submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

~~20.3.4.2~~21.3.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than

August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

~~20.3.4.3~~21.3.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title ~~45 CFR and 2 CFR, Part 230~~ ~~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.

~~1.2.2~~ ~~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.~~

~~21.22.~~ OVERPAYMENTS

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

overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

~~22.23.~~ OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with ~~ADMINISTRATOR~~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.

~~23.24.~~ 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.

~~24.25.~~ RECORDS, INSPECTIONS, AND AUDITS

~~24.1~~25.1 Financial Records

~~24.1.1~~25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

~~24.1.2~~25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

~~24.2~~25.2 Client Records

~~24.2.1~~25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~24.2.2~~25.2.2 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 41.2 of this Agreement.

~~24.2.3~~25.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

~~24.3~~25.3 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.

~~24.4~~25.4 Inspections and Audits

~~24.4.1~~25.4.1 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.

~~24.4.2~~25.4.2 CONTRACTOR shall make its books and records available within

the borders of Orange County within ten (10) ~~business~~ days of receipt of written demand by ADMINISTRATOR.

~~24.4.3~~25.4.3 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.

~~24.4.4~~25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

~~24.5~~25.5 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.

~~25.26.~~ PERSONNEL DISCLOSURE

26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 10 of Exhibit A (hereinafter referred to as "Personnel").

~~25.1~~26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~personnel~~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:

~~25.1.1~~26.2.1 Names and dates of birth of all ~~full or part time personnel by title, including volunteer personnel~~Personnel by title, whose direct services are required to provide the programs described herein;

~~25.1.2~~26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time ~~personnel~~Personnel, each

day or month, as appropriate;

~~25.1.3~~26.2.3 The professional degree, if applicable, and experience required for each position; and

~~25.1.4~~26.2.4 The language skill, if applicable, for all Personnel.

~~25.2~~26.3 Where authorized by law, and in a manner consistent with California Government Code §Section 12952, CONTRACTOR shall require prospective ~~employees~~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 ~~employee~~Personnel shall be cause for termination from the performance of services under this Agreement.

~~25.3~~26.4 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 ~~employees and/or volunteers~~Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

~~25.4~~26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all ~~employees (direct service and administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.)~~Personnel who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.

~~25.5~~26.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.

~~25.6~~26.7 In the event a record is revealed through the processes described in Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with

CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

~~25.7~~26.8 CONTRACTOR warrants that all ~~persons employed or otherwise~~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 ~~each employee and/or volunteer~~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.

~~25.8~~26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any ~~paid employee and/or volunteer staff~~Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such ~~employee—and/or volunteer~~Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.

~~25.9~~26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's ~~staff~~Personnel performing work hereunder, and any proposed changes in CONTRACTOR's ~~staff~~Personnel.

~~25.10~~26.11 COUNTY shall have the right to require CONTRACTOR to remove any ~~employee~~Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

~~25.11~~26.12 CONTRACTOR shall notify COUNTY immediately when ~~staff~~Personnel is terminated for cause from working on this Agreement.

~~25.12~~26.13 Disqualification, if any, of CONTRACTOR ~~staff~~Personnel, pursuant to this

Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

26.27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

~~2. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~2.1 CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.~~

~~2.2 In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of the award of this Agreement:~~

~~2.2.1 His/her name, date of birth, Social Security Number, and residence address; or~~

~~2.2.2 In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security Number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.~~

~~2.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.~~

27.28. 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.

28.29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

LAW

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

29.30. CONFIDENTIALITY

~~29.1~~30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division

19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~29.2~~30.2 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.

~~29.3~~30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

~~29.4~~30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

30.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

30.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

30.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

~~30.~~31. SECURITY~~30.1.1~~31.1 Security Requirements

~~30.1.1~~31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

~~30.1.1.1~~31.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

~~30.1.1.2~~31.1.1.2 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.

~~30.1.1.3~~31.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

~~30.1.1.4~~31.1.1.4 Firewall protection.

~~30.1.1.5~~31.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

~~30.1.1.6~~31.1.1.6 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.

~~30.2~~31.2 Security Breach Notification

~~30.2.1~~31.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

~~30.2.1.1~~31.2.1.1 Investigate to determine the nature and extent of the Security Breach.

~~30.2.1.2~~31.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

~~30.2.1.3~~31.2.1.3 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.

~~30.2.2~~31.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation;

forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

31.3 Privacy and Confidentiality

31.3.1 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.

31.3.2 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.

31.3.3 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.

~~31.~~32. 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.

~~32.~~33. 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.

~~3. PETTY CASH~~

~~CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed one thousand dollars (\$1,000).~~

34. SERVICES DURING EMERGENCY AND/OR DISASTER

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

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

34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of

providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

~~33.2~~35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

~~33.2.1~~35.1 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.

~~33.2.2~~35.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

~~33.2.2.1~~35.2.1 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;

~~33.2.2.2~~35.2.2 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;

~~33.2.2.3~~35.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

~~33.2.2.3.1~~35.2.3.1 Any commercial product or service; and

~~33.2.2.3.2~~35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

~~33.2.2.4~~35.2.4 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>.

~~34.~~36. REPORTS

~~34.1~~36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~34.2~~36.2 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.

~~35.~~37. 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).

~~36.~~38. 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:

~~36.1~~38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

~~36.2~~38.2 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

~~36.3~~38.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

~~37.39.~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

~~37.139.1~~ 39.1 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 - 39.1.1.4.

~~3.1.1~~ — 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 B of this certification.~~

~~37.1.139.1.1~~ 39.1.1 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:~~

~~37.1.1.139.1.1.1~~ 39.1.1.1 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 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~~;~~.

~~37.1.1.239.1.1.2~~ 39.1.1.2 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~~ Agreement, grant, loan, or cooperative agreement, the ~~offeror~~ 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.

~~37.1.1.3~~ 39.1.1.3 ~~He or she will include~~ The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards subawards at any tier all tiers (including subcontracts, subgrants, and require that all recipients of subcontract awards in excess of \$100,000 contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

~~37.1.1.4~~ 39.1.1.4 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,~~ the required certification shall be subject to a civil penalty of not less than \$10,000; and not more than \$100,000; for each such failure.

~~38.40.~~ 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.

~~39.41.~~ TERMINATION PROVISIONS

~~39.1~~41.1 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.

~~39.2~~41.2 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.

~~39.3~~41.3 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.

~~39.4~~41.4 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 ~~will~~shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination.— CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

~~39.5~~41.5 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.

~~40.~~42. GOVERNING LAW AND VENUE

This Agreement has been negotiated 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.

~~41.~~43. SIGNATURE IN COUNTERPARTS

~~41.1~~43.1 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.

~~41.2~~43.2 CONTRACTOR represents and warrants that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

WHEREFORE, the parties hereto have executed this Agreement.

By: _____ By: _____
~~WILLIAM S. MOSAKOWSKI~~ COUNTY OF ORANGE
~~CHIEF EXECUTIVE OFFICER~~ CHAIRMAN OF THE BOARD
KATHY FALLON OF SUPERVISORS
PRACTICE AREA DIRECTOR COUNTY OF ORANGE, CALIFORNIA
~~(PRESIDENT)~~
PUBLIC CONSULTING GROUP, ~~INC.~~ LLC

Dated: _____ Dated: _____

By: _____
~~STEPHEN P. SKINNER~~
~~SECRETARY~~
~~PUBLIC CONSULTING GROUP, INC.~~

Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
PUBLIC CONSULTING GROUP, ~~INC.~~ LLC
FOR THE PROVISION OF
SUPPLEMENTAL SECURITY INCOME (SSI),
STATE SUPPLEMENTARY PAYMENTS (SSP) ~~AND~~ and
SOCIAL SECURITY DISABILITY INSURANCE (SSDI)
CLIENT ADVOCACY SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide ~~SSI/SSP and SSDI Client Advocacy Services~~ services to ~~“Clients.” At SSA’s discretion,~~ clients referred by ADMINISTRATOR. Clients include, but may not be limited to, the following:

- 1.1 General Relief (GR—recipients) clients referred by the ~~COUNTY~~ ADMINISTRATOR who have a medical and/or mental incapacity; that ~~may or may not be medically verified, and~~ is expected to last at least twelve (12) months or a permanent disability, which prevents the ~~Client~~ client from ~~participating in the General Relief Work Program (GRWP) or~~ working; ~~and~~ or
- 1.2 California Work Opportunity and Responsibility to Kids (CalWORKs—recipients) clients referred by ADMINISTRATOR ~~to CONTRACTOR~~ who ~~ADMINISTRATOR reasonably believes~~ have at least one (1) medical and/or a mental health issue ~~which has lasted, or is expected to last more than twelve (12) months,~~ and prevents their participation in ~~Welfare to Work (WTW)~~ activities.
- 1.3 Clients referred by ADMINISTRATOR not defined in Subparagraph 1.1 and Subparagraph 1.2 of Exhibit A to this Agreement may be referred for services as determined by ADMINISTRATOR.
- 1.4 The population to be served as defined in this Paragraph shall hereinafter be

referred to as “Client(s).”

2. DEFINITIONS

- 2.1 Authorized Representative: Person authorized to act on behalf of the Client with Client approval for the Social Security Administration application process or in the hearing process when an appeal ~~with the Social Security Administration~~ is filed. Verification signed by Client authorizing the person to act as an Authorized Representative must be on file and available for review by SSA and satisfies the Social Security Administration legal requirements to represent a Client ~~and available for review by SSA and satisfies the Social Security Administration legal requirements to represent a Client.~~
- 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 case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to, and obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.
- 2.3 General Relief (GR): A County residual relief program for those persons who are ineligible for aid under any Federal or State program. It is in large part an emergency assistance program to be used when other resources are not available or cannot be developed to meet the needs of the applicant.
- 2.4 General Relief Work Program (GRWP): A component of the GR program that provides employment services for employable applicants and recipients.

~~3.2 Potentially eligible: When the CONTRACTOR uses its best efforts to determine whether there is indication that the Client would be eligible for benefits based on the available information.~~

- 2.5 Welfare-to-Work (WTW): A mandated program under the CalWORKs Act which requires parents or ~~caretakers~~ mandated WTW participants in families on CalWORKs assistance, unless exempted, to meet work requirements by participating in WTW activities with a goal of unsubsidized employment leading to self-sufficiency.

3. OUTCOME OBJECTIVES

- 3.1 ~~Non-Legal Representative: A person who is not an attorney~~ CONTRACTOR shall attempt to contact one hundred percent (100%) of referred Clients within ten (10) business days of referral receipt.
- 3.2 CONTRACTOR shall make a minimum of three (3) contact attempts, on three (3) varying days and ~~who represents~~ times, via Client's preferred method of communication (e.g. text, phone call, email) within ten (10) business days, after the ~~Client and advocates~~ initial contact is unsuccessful, for ~~the Client in accordance with~~ one-hundred percent (100%) of these Clients.
- 3.3 CONTRACTOR shall complete and submit SSI/SSP and SSDI application(s) and information necessary to establish a claim with the Social Security Administration for a minimum of fifty percent (50%) of Clients referred to CONTRACTOR, for each fiscal year for the ~~provisions~~ term of July 1, 2021, through June 30, 2024. CONTRACTOR's performance shall be measured by dividing the number of completed SSI/SSP and SSDI applications submitted by the number of referrals received by CONTRACTOR less any that are closed for reasons other than non-cooperation. Referrals that remain active under development at the end of the current fiscal year will be included in the following fiscal year's referral rate calculations.
- 3.4 CONTRACTOR shall achieve an annual approval rate of a minimum of fifty-five percent (55%) of all final decisions by the Social Security Administration for each fiscal year, for the term of July 1, 2021, through June 30, 2024. CONTRACTOR's performance shall be measured by dividing the number of SSI/SSP and SSDI applications approved by the total number of final decisions. Final decisions include the sum of all applications approved and final denials. Final denials will be inclusive of all initial, reconsiderations and appeals. Applications filed pending Social Security Administration determination at the end of the current fiscal year will be included in the following fiscal year's approval rate calculations.
- 3.5 If during any month of the term of this Agreement, CONTRACTOR's approval rate is less than the percentages as required in Subparagraphs 3.3 and 3.4 above, CONTRACTOR shall be in breach of this Agreement and shall provide an explanation for the lower rate by the tenth (10th) calendar day of the month for the

preceding month in a format approved by ADMINISTRATOR. Nothing in this Paragraph limits the ADMINISTRATOR's ability to terminate this Agreement pursuant to Paragraph 41 of this Agreement.

4. HOURS OF OPERATION

4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. ~~.-An Authorized Representative may act as the Non-Legal Representative by advocating for the client.~~ At a minimum, CONTRACTOR shall provide services except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR will offer extended hours as needed based on the needs of Clients, including: after hours, weekends, holidays, or to attend events by meeting with Clients virtually or as noted in Subparagraph 1.1.1 below, with the exception of COUNTY facilities. CONTRACTOR will offer extended hours only with prior approval from the ADMINISTRATOR.

~~2.6~~4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 20, and shall not be reimbursed.

~~3.5.~~ 2.6 SERVICES TO BE PROVIDED

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

- 5.1 Sensitive to literacy, language, and socio-cultural issues that may impact the Clients.
- 5.2 Integrated, coordinated, and easily accessible resources for Clients.
- 5.3 Strength-based, family-friendly, and family-centered services.
- 5.4 Community-based, integrated services that coordinate federal, State, and

community funding opportunities.

5.5 Outcome-driven and focused on identifying indicators that accurately reflect progress towards stated goals in Paragraph 3 of this Exhibit A.

5.6 Referrals

CONTRACTOR shall:

5.6.1 Accept and provide services to Clients referred by ADMINISTRATOR to determine eligibility for SSI/SSP and SSDI benefits.

5.6.2 Contact Clients and initiate the application process within ten (10) calendar days from the date the referral is received by CONTRACTOR.

5.6.3 Utilize COUNTY electronic databases, as required by ADMINISTRATOR, to view Client ~~Advocacy Services to Clients who are referred by COUNTY~~ contact information.

5.6.4 Explain the SSI/SSP and SSDI application process and CONTRACTOR's role, including an explanation of timeframes and potential outcome of their application.

5.7 Eligibility Determination

CONTRACTOR shall:

~~3.3 Obtain and evaluate medical, mental health, and/or substance abuse records, by staff.~~

~~3.4 Client Advocacy Services to be provided by CONTRACTOR include, but are not limited to:~~

~~3.4.1 Identify potentially eligible Clients~~

~~CONTRACTOR shall:~~

~~3.4.1.1 Conduct outreach to Clients who~~ that is appropriately trained and/or licensed, to determine if Clients ~~are potentially eligible to SSI, SSP, and/or SSDI benefits; and~~

~~3.1.15.7.1 Accept direct referrals of Clients potentially eligible for SSI/SSP and/or SSDI benefits from COUNTY staff.~~

~~3.4.2 Obtain and Review Medical Records~~

~~CONTRACTOR shall:~~

~~3.4.2.1 Obtain all medical, mental health, substance abuse and other records, as permitted by law, pertaining to the potentially eligible Client that are necessary to perform review of relevant medical and/or mental health and substance abuse issues; the Client's medical and other records to determine if the Client is potentially eligible to the Federal benefits of SSI/SSP or SSDI;~~

~~3.4.2.2 Request additional information from the Client's medical and/or mental health providers, when necessary~~

~~3.4.2.3 Notify. If CONTRACTOR is unable to obtain records, CONTRACTOR is to notify ADMINISTRATOR as soon as possible, but no later than within ten (10) calendar days for resolution if a problem is encountered in obtaining records, without revealing of closing the confidential nature of the records;~~

~~3.4.2.4 Evaluate, document, analyze, and assess all medical and/or mental health records provided by Client to ADMINISTRATOR, or obtained from Client's medical and/or mental health providers;~~

~~3.1.25.7.2 For the purposes of an SSI/SSP or SSDI application, validate a Client's medical and/or mental health issues through the Client's medical records; case.~~

~~3.1.35.7.3 Assist Clients in scheduling medical and psychological examinations with the appropriate professionals; and.~~

5.7.4 Inform ADMINISTRATOR if CONTRACTOR determines Client is ineligible for SSI/SSP and SSDI benefits within ten (10) calendar days of ineligibility determination.

~~3.1.45.7.5 Provide resources for Clients who CONTRACTOR determines are not potentially eligible to be ineligible for SSI/SSP and SSDI benefits, including, but not limited to, State vocational rehabilitation services., and behavioral health and/or substance abuse services. Identify barriers relating to issues and provide referrals as appropriate.~~

5.7.6 In addition to providing local resource information, CONTRACTOR shall collaborate with ADMINISTRATOR to provide information and

coordinate services, benefits, and funding opportunities accessible for SSI or SSDI recipients.

5.7.7 Ensure that CONTRACTOR staff meet Health Insurance Portability and Accountability Act (HIPAA) compliance standards, as applicable, and comply with all federal, State, and County confidentiality regulations.

5.8 Benefits Application

CONTRACTOR shall:

5.8.1 Obtain information necessary for completion of the Client's SSI/SSP and SSDI benefits application. Completion of the Client's SSI/SSP and SSDI benefits application may require, but is not limited to:

5.8.1.1 Conduct face-to-face, telephone, and/or virtual interviews with Clients;

5.8.1.2 Utilization of mailings with pre-paid stamped envelopes;

5.8.1.3 Meet with Clients at various locations based on Clients' convenience, including, but not limited to, the Clients' home, hospital, CONTRACTOR's facilities, and/or COUNTY buildings; and

5.8.1.4 Upon obtaining Clients written permission, act as a representative or obtain representation for SSI/SSP and SSDI applicants.

~~3.4.3 Assist Clients with the Social Security Administration appeals process through final hearing. Assistance Applying for SSI/SSP and/or SSDI Benefits~~

~~CONTRACTOR shall:~~

~~3.4.3.1 Assist Clients in completing SSI/SSP and/or SSDI applications, and assist Clients with the Social Security Administration appeals process through final hearing;~~

5.8.2

~~3.1.55.8.3~~ Work closely with Social Security Administration ~~representatives and analysts~~ staff to ensure that all necessary documents are submitted, including medical and psychological data, in a timely manner for Client

determination.

~~3.4.3.2 To the extent permitted by law, collaborate with ADMINISTRATOR to promote Client cooperation; and~~

~~If CONTRACTOR determines that the Client is ineligible, inform ADMINISTRATOR as soon as possible but no later than ten (10) calendar days from the date the information is received.~~

~~3.4.4 Upon obtaining Client's written permission, act as an Authorized Representative to SSI/SSP and SSDI applicants.~~

~~3.4.5 Assist Clients with the Social Security Administration appeals process through final hearing. CONTRACTOR shall act as the Client's Authorized Representative, Non-Legal Representative or obtain legal representation for Clients, with SSA permission pursuant to Paragraph 6.2 above, prior to the application being submitted with the Social Security Administration. Provide transportation, at no additional cost to COUNTY. If an appeal is filed, CONTRACTOR shall either represent or provide representation to Clients at the Social Security Administration appeal hearing.~~

~~3.1.65.8.4 Secure or provide any necessary transportation at no additional cost to COUNTY via travel vouchers, direct transportation or access to public transportation, to all appointments, examinations, and interviews, or hearings related to the application and/or hearing process for SSI/SSP or and SSDI. CONTRACTOR shall not provide transportation via peer-to-peer ridesharing (i.e., Uber/Lyft). application~~

~~3.4.6 Conduct face-to-face and telephone interviews with Clients and ADMINISTRATOR staff to complete the appropriate paperwork or obtain information.~~

5.8.5 Collaborate with ADMINISTRATOR to promote Client cooperation.

~~3.1.75.8.6 Monitor the case status through the Social Security Administration process and communicate status changes to ADMINISTRATOR within ten (10) calendar days.~~

~~3.5 Contact Clients and initiate the application process or interview within ten (10) calendar days from the date the SSI/SSP/SSDI Client Advocacy Services referral is received.~~

~~CONTRACTOR shall document the date the referral is received.~~

~~3.6 — Evaluate medical and/or mental health records to substantiate or dispute medical conditions and recommend an appropriate course of action to apply for SSI/SSP and/or SSDI.~~

~~3.7 — Ensure that the review of medical and/or mental health records and related services are performed by staff that is appropriately trained and/or licensed. In addition to the trainings required by ADMINISTRATOR, CONTRACTOR shall determine the level of staff training and/or licensing that will support CONTRACTOR in meeting the goals and outcome objectives stated in Paragraph 5 and Paragraph 9 below.~~

~~3.8 — In the event CONTRACTOR determines the application does not meet the criteria to be approved by the Social Security Administration for SSI/SSP and/or SSDI, CONTRACTOR shall discuss with ADMINISTRATOR prior to any final decision to not submit the application. ADMINISTRATOR will have final decision to not submit the application.~~

~~3.9 — Cooperate with SSA staff in the event the Client appeals the CONTRACTOR's findings.~~

~~3.10 — CONTRACTOR shall resubmit an SSI, SSP, and/or SSDI application only if the client's situation changes to the degree that the new application would be approved by the Social Security Administration; CONTRACTOR and ADMINISTRATOR shall mutually agree that the client's situation has sufficiently changed and merits a new application, prior to the new application being submitted.~~

~~3.11 — Ensure that staff meets all Federal, State, and COUNTY confidentiality regulations.~~

~~3.12 — Provide testimony at Orange County Social Services Agency appeals hearings as requested.~~

~~3.13 — Be available within three (3) business days of written or verbal notification for meetings with ADMINISTRATOR.~~

~~4. — CASE ADMINISTRATION~~

~~5.9 — CONTRACTOR shall create~~[Case Administration](#)

[CONTRACTOR shall:](#)

5.9.1 Request ADMINISTRATOR approval prior to making changes to forms or charts.

5.9.2 Create and maintain an electronic or physical folder for each Client. ~~Information in case records shall be treated as confidential and released only to ADMINISTRATOR as permitted by law, or to others upon the approval of ADMINISTRATOR. The content of the case records shall be~~ in a format approved by ADMINISTRATOR.

5.9.3 At the ADMINISTRATOR's discretion, CONTRACTOR shall use the COUNTY's electronic databases to view Client data.

~~3.1.85.9.4~~ 5.9.4 Be responsible to provide all necessary equipment for its staff to access the COUNTY's Internet based computer information system.

~~3.1.95.9.5~~ 5.9.5 Items in the case records may include, but are not limited to, the following:

~~3.1.9.15.9.5.1~~ ADMINISTRATOR's COUNTY referral ~~documents;~~ document;

~~3.1.9.25.9.5.2~~ Client's personal information and data gathered to screen eligibility to SSI/SSP and/or SSDI benefits;

~~3.1.9.35.9.5.3~~ All medical and/or mental health records obtained by CONTRACTOR from all sources;

~~3.1.9.45.9.5.4~~ Release Standard release forms, as needed, for collateral contacts;

~~3.1.9.55.9.5.5~~ Verification signed by Client authorizing CONTRACTOR to act as ~~Authorized Representative;~~ a representative or appointment of a representative;

~~3.1.9.65.9.5.6~~ All forms and applications completed and submitted on Client's behalf for SSI/SSP; and SSDI benefits, and other government benefits;

~~3.1.9.75.9.5.7~~ Documentation of testimony provided at Social Security Administration appeals hearings;

~~3.1.9.85.9.5.8~~ Documentation of services provided, including contacts on behalf of Clients;

~~3.1.9.9~~5.9.5.9 Documentation of language needs and how they were met, as applicable;

~~3.1.9.10~~5.9.5.10 Documentation of communication with Client and ADMINISTRATOR regarding ~~this~~the case; and

~~3.1.9.11~~5.9.5.11 Documentation of transportation or other services that are provided to ~~the~~ Client.

5.10 All forms and charts used by Customer Service Surveys

~~3.1.10~~5.10.1 CONTRACTOR ~~in providing the requested services~~ shall ~~be subject to prior approval by~~ administer Client satisfaction survey and share results of surveys with ADMINISTRATOR.

6. PROGRAM GOALS AND REPORTING REQUIREMENTS

6.1 CONTRACTOR shall be responsible for the submission of various reports, including, but not limited to, financial reports, monthly progress reports, and a year-end final report. Progress reports will be based on activities and outcomes on a monthly and annual basis which will reflect progress made toward identified performance objectives and measures. The year-end report will summarize the results of efforts made to achieve performance objectives and outcome measures, and will reflect successes and barriers experienced in the provision of services.

~~4.1. OUTCOME OBJECTIVES~~

~~4.1 The overall goal of the SSI/SSP/SSDI Client Advocacy Services is to obtain SSI/SSP/SSDI awards for Clients as quickly as possible, in order to minimize the amount of COUNTY/State cash assistance and to increase recipients' financial resources.~~

~~4.2 CONTRACTOR shall ensure the following:~~

~~4.2.1 CONTRACTOR shall complete and submit SSI/SSP/SSDI application(s) and information necessary to establish a claim with SSI/SSP/SSDI for a minimum of forty-five percent (45%) of Clients referred to the CONTRACTOR, on a cumulative basis for the period of July 1, 2018 through June 30, 2021. CONTRACTOR's performance shall be measured by dividing the number of completed SSI/SSP or SSDI applications submitted by the number of referrals received by the CONTRACTOR less any that are closed for reasons other than non-cooperation.~~

~~4.2.2~~ ~~CONTRACTOR shall achieve a monthly approval rate of a minimum of seventy percent (70%), of all final decisions, for each fiscal year for the period of July 1, 2018 through June 30, 2021. CONTRACTOR performance shall be measured by dividing the number of successful SSI/SSP/SSDI awards by the total number of final decisions. Final decisions will be inclusive of all reconsiderations and appeals.~~

~~5.~~ REPORTING RESPONSIBILITIES

~~5.1~~ ~~CONTRACTOR shall work with ADMINISTRATOR to develop a database to maintain records, collect data, and provide reports as required by ADMINISTRATOR in order to track goals, progress, and monitor outcome objectives.~~

~~5.2~~ ~~CONTRACTOR shall develop a system to track the names and case numbers of all Clients referred for services by ADMINISTRATOR.~~

~~4.1~~6.2 CONTRACTOR shall provide to ADMINISTRATOR a monthly report by the tenth (10th) calendar day of the month for the preceding month in a format approved by ADMINISTRATOR.

~~4.2~~6.3 To protect confidential information, CONTRACTOR shall submit monthly reports through Secure File Transfer Protocol to the Data Center to a folder specified for this sole purpose.

~~4.3~~6.4 ~~Data elements may~~ CONTRACTOR shall be responsible for submitting reports that include, but are not limited to the following:

~~5.2.1~~ ~~Names and case numbers of Clients served;~~

~~4.3.1~~6.4.1 Number of referrals received, including the status of SSI/SSP or SSDI applications completed and submitted, and number of cases in the appeal process;

~~4.3.2~~6.4.2 Number and types of services provided;

~~4.3.3~~6.4.3 Names, case numbers, date/time of actions taken on a case, and a description of any testimony provided at an appeals hearing;

6.4.4 Record of contact attempt dates and whether contact was successful;

6.4.5 Social Security Administration application filing date, denial date, approval date, and case status;

~~4.3.4~~6.4.6 Summary of complaints received and resolution;

~~4.3.5~~6.4.7 Staff training activities and attendees; and

~~4.3.6~~6.4.8 Status of outcome objectives stated in Paragraph ~~5~~of 3 of this

Exhibit A.

6.5 Any additional information regarding the program's progress shall be prepared in a format approved by ADMINISTRATOR. ADMINISTRATOR may add, delete, waive or otherwise modify reporting requirements as stated in this Paragraph.

7. STAFF TRAINING

~~5.3 If during any month of the term of this Agreement, CONTRACTOR's approval rate is less than the percentages as required in Subparagraph 5.2 above, CONTRACTOR shall be in breach of this Agreement and shall provide an explanation for the lower rate by the tenth (10th) calendar day of the month for the preceding month in a format approved by ADMINISTRATOR. Nothing in this Paragraph limits the ADMINISTRATOR's ability to terminate this Agreement pursuant to Paragraph 40.~~

~~6.~~ CONTRACTOR PERFORMANCE MONITORING

~~6.1 CONTRACTOR's performance shall be monitored and reviewed by ADMINISTRATOR who shall conduct reviews as part of an on going evaluation of CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for monitoring CONTRACTOR's performance.~~

~~6.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to, the following:~~

~~6.2.1 Inspection of CONTRACTOR's records and applicable data reports to ensure compliance with the outcome objectives as stated in Paragraph 5 above;~~

~~6.2.2 Random observations;~~

~~6.2.3 ADMINISTRATOR's electronic data processing system reports;~~

~~6.2.4 Inspection of CalWORKs/GR recipient complaints and/or questionnaires, if used; and~~

~~6.2.5 Inspection of service complaints or reports.~~

~~6.3 When it is determined that services were not performed in accordance with this~~

~~Agreement and/or COUNTY policies during the review period, ADMINISTRATOR may require a corrective action plan in addition to or in lieu of finding the CONTRACTOR in breach. CONTRACTOR shall, within the time period specified in any such corrective action plan, remedy the performance defects. This Subparagraph does not limit ADMINISTRATOR's right to termination pursuant to Paragraph 40.~~

~~6.4 — CONTRACTOR must cooperate with ADMINISTRATOR in providing the information necessary for monitoring the Agreement, and with authorized State or Federal representatives who may audit services.~~

~~6.5 — Performance evaluation meetings shall be conducted as deemed necessary by ADMINISTRATOR.~~

~~7. —~~ CONTRACTOR STAFFING REQUIREMENTS

7.1 CONTRACTOR's staff directly serving Clients and first line supervisors shall be thoroughly familiar with: the GR services contained in the current Orange County GR Regulations and the WTW service delivery model contained in the Orange County CalWORKs Plan; COUNTY policies and related instructions; COUNTY data systems, including service delivery and payment systems; welfare fraud and child abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance requirements.

~~4.4~~ 7.2 ~~CONTRACTOR shall be responsible for providing training, and maintaining a competent, stable, and experienced workforce to fulfill the terms of this Agreement. Direct staff and/or subcontracted staff providing direct services, must have successfully completed the requirements for SOAR (SSI/SSDI Outreach, Access, and Recovery).~~ ~~All of CONTRACTOR's staff shall be able to read, write, speak, and understand English. If Client contact is required to obtain the required documentation or provide services, CONTRACTOR shall be required to provide translation services for languages needed so that all Clients are provided services in their primary language.~~

7.3 COUNTY will provide initial and subsequent training as program materials are revised or new policies are developed to a limited number of CONTRACTOR's staff with respect to GR/CalWORKs regulations, and COUNTY policies and

procedures. COUNTY will provide technical information to CONTRACTOR on these requirements, but it will be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff is trained and comply with the requirements.

7.4 CONTRACTOR shall be required to comply with all County of Orange and County of Orange Social Services Agency administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

7.5 CONTRACTOR shall require all of CONTRACTOR's staff to annually complete COUNTY training on Use of E-Mail, Personal Computers, and other Computer Resources and Information Security Rules of the Road, and submit acknowledgment of compliance.

7.6 CONTRACTOR shall be required to attend training(s) and/or meetings that COUNTY determines to be mandatory, and provide CONTRACTOR's staff with ongoing training and assistance to ensure that contract deliverables are met.

7.7 COUNTY will provide sufficient training to CONTRACTOR regarding use of electronic case records on COUNTY's Internet based computer information system.

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

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

8. FACILITIES

8.1 CONTRACTOR shall provide services, pursuant to rent free license agreement(s) with the COUNTY, at one (1) or more of the following COUNTY facilities, or as determined by COUNTY:

Central Regional Center
2020 W. Walnut St.
Santa Ana, CA 92702

Anaheim Regional Center
3320 E. La Palma Ave
Anaheim, CA 92806

Garden Grove Regional Center
12912 Brookhurst St
Garden Grove, CA 92840

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

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

Cypress Regional Center
6100 Chip Avenue
Cypress, CA 90630

8.2 Upon mutual agreement of CONTRACTOR and ADMINISTRATOR,
CONTRACTOR shall provide services at Clients' residence.

8.3 CONTRACTOR shall provide its own facility for CONTRACTOR's
administrative functions and services.

8.4 Administrative services under this Agreement shall be provided at:

Public Consulting Group LLC
200 Fair Street
Clarkston, WA 99403

8.5 CONTRACTOR's facility to provide services under this Agreement shall be
provided at:

816 W. Bellevue Dr.
Anaheim CA 92805

8.6 COUNTY facilities may be available for joint meetings with CONTRACTOR staff,
ADMINISTRATOR staff, and Clients. COUNTY facilities may not be available
for collocation on a regular ongoing basis.

8.7 CONTRACTOR's facilities shall be safe, clean structures and maintained in
compliance with all applicable laws, rules, regulations, building codes, statutes, and
orders, as they now exist or may be subsequently amended. CONTRACTOR shall
provide all repair, maintenance, and janitorial services to all premises on a five-

day-per-week basis, subject to the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, ADMINISTRATOR may notify CONTRACTOR in writing. Failure to comply shall result in termination of this Agreement

8.8 CONTRACTOR shall provide parking spaces for Clients' free and exclusive use. In addition to these parking spaces, CONTRACTOR shall also provide parking for disabled persons in accordance with the ADA, and any other rules or statutes relating to parking for disabled persons.

9. MEETINGS

9.1 CONTRACTOR shall attend monthly meetings with COUNTY, other COUNTY contracted service providers, educational groups, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR. Upon mutual agreement of CONTRACTOR and ADMINISTRATOR, CONTRACTOR may attend meetings remotely. CONTRACTOR shall assign a liaison, at no cost to COUNTY, to consult regarding specific cases, be available to answer questions, and provide additional information as needed.

10. STAFFING REQUIREMENTS

10.1 CONTRACTOR shall ensure that the review of medical and/or mental health records and services, as described in Subparagraph 1.1 of Exhibit A to this Agreement, will be performed by staff that is appropriately trained and/or licensed.

~~4.5~~10.2 CONTRACTOR shall use a formal recruitment plan, which complies with Federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand the diversity of cultures which can be found among the Client population. CONTRACTOR shall employ staff who possess the background, training and experience to provide Client Advocacy Services and SSI/SSP application process assistance.

10.3 Translation Services:

~~4.5.1~~10.3.1 CONTRACTOR's staff shall be able to read, write, speak, and understand English. If Client contact is required to obtain the required documentation or provide services, CONTRACTOR shall be required to provide translation services for languages needed so that all Clients are

provided services in their primary language. CONTRACTOR shall comply with all ~~COUNTY~~County, State, and ~~Federal~~federal regulations regarding Limited English Proficiency (LEP). LEP regulations ~~apply to~~affect anyone who participates in a ~~Federally~~federally funded program, and who has English as his or her second language and is limited in his or her English language proficiency.

10.3.2 Translation services shall be provided to Clients that are non-English proficient. The referral for services will indicate the primary language of the Client.

10.3.3 CONTRACTOR shall utilize their own staff for translation services at no additional cost to COUNTY or Clients, prior to utilizing outside translation services.

10.3.4 CONTRACTOR shall provide translation services for the following languages: English, Spanish, Vietnamese, and Farsi. CONTRACTOR shall interpret and translate, if requested, all communication between ADMINISTRATOR staff and Clients.

10.3.5 Outside translation services via telephone will be utilized for Clients whose primary language is other than those listed in Subparagraph 10.3.4, or any other language in which CONTRACTORS's staff are not fluent. When Client exhibits the need for outside translation services, CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR to allow ADMINISTRATOR's staff the opportunity to provide translation services.

10.3.6 Should it be determined that it is necessary for outside translation services to be provided on-site and in person versus translation services via telephone, CONTRACTOR shall obtain prior written authorization from COUNTY and Clients.

10.3.7 CONTRACTOR and CONTRACTOR's employees (interpreters and translators) shall be able to communicate fluently and effectively in both English and the language of which interpretation/translation services are being provided.

~~4.6~~10.4CONTRACTOR shall provide, at a minimum, the following staff at all times during

the term of ~~the~~this Agreement.

~~4.6.1~~10.4.1 Management Staff

~~————~~Minimum Qualifications:

~~4.6.1.1~~10.4.1.1 Bachelor's Degree from an accredited college or university, preferably in a human services or medical related field; and

~~4.6.1.2~~10.4.1.2 A minimum of two (2) years' experience in a human services or medical related field and a minimum of one (1) years' experience in supervision.

~~4.6.2~~10.4.2 Supervisory Staff

~~————~~Minimum Qualifications:

~~4.6.2.1~~10.4.2.1 Bachelor's Degree from an accredited college or university, preferably in a human services field; and

~~4.6.2.2~~10.4.2.2 A minimum of one (1) year experience in a human services related field or experience working with disabled individuals.

~~4.6.3~~10.4.3 Direct Services Staff

~~————~~Minimum Qualifications:

~~4.6.3.1~~10.4.3.1 Bachelor's Degree from an accredited college or university, preferably in a human services field;

~~4.6.3.2~~10.4.3.2 A minimum of one (1) year experience in a human services related field or experience working with disabled individuals; and

~~4.6.3.3~~10.4.3.3 Must have successfully completed the requirements for SOAR (SSI/SSDI Outreach, Access, and Recovery).

~~7.1.1~~ ~~————~~ Administrative Support Staff

~~————~~ Qualifications:

~~7.1.1.1~~ ~~————~~ ~~High School diploma or General Education Diploma (GED); or a minimum of three (3) months of related experience, preferably in a human services field, and/or training in an office setting.~~

~~5.1.~~ ~~————~~ CONTRACTOR STAFF TRAINING

~~7.2 — ADMINISTRATOR shall provide initial and subsequent training as program materials are revised or new policies are developed to a limited number of the CONTRACTOR's staff as deemed necessary with respect to CalWORKs/GR regulations; and COUNTY policies and procedures. ADMINISTRATOR shall provide technical information to CONTRACTOR on these requirements, but it shall be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff is trained and comply with the requirements.~~

~~7.3 — CONTRACTOR shall be required to attend training(s) and/or meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR staff with ongoing training and assistance to ensure that the requirements of this Agreement are met.~~

~~7.4 — CONTRACTOR shall ensure that CONTRACTOR's staff receives training in understanding the cultural differences among groups of Clients, and recognizes and effectively intervenes to overcome any language and/or cultural barriers to employment.~~

~~7.5 — CONTRACTOR shall maintain a log of in-house training activities and Clients. This log shall be made available to ADMINISTRATOR.~~

~~8. — PRINCIPLES~~

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

~~8.1 — Services provided must be conducted in a manner sensitive to literacy, language, and socio-cultural issues that may impact the Clients;~~

~~8.2 — Identify barriers relating to behavioral health and/or substance abuse issues;~~

~~8.3 — Maximize opportunities to provide integrated, coordinated, and easily accessible resources for Clients;~~

~~8.4 — Provide strength-based, family friendly and family-centered services;~~

~~8.5 — Be community-based, and provide integrated services that coordinate Federal, State and community funding opportunities; and~~

~~8.6 — Be outcome-driven and focus on identifying indicators that accurately reflect progress towards Agreement goals.~~

~~6.11. HANDLING COMPLAINTS~~

~~6.1~~ 11.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating, and responding to Client's complaints, including Civil Rights complaints, requests for ~~COUNTY~~ reviews ~~pursuant to Paragraph 23 above and Paragraph 7 of Exhibit A~~, negative comments and other complaints relating to services provided under this Agreement.

~~6.2~~ 11.2 ~~CONTRACTOR~~ CONTRACTOR's staff shall maintain a log for identification and response to ~~Client~~ Clients' complaints. When complaints cannot be resolved informally, a system of follow-through ~~will~~ shall be instituted, which adheres to formal plans for specific actions and strict time deadlines. Responses to complaints ~~shall~~ should occur within two (2) business days ~~-, unless otherwise authorized by COUNTY.~~

~~6.3~~ 11.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to ~~ADMINISTRATOR~~ COUNTY prior to responding to the complaint.

~~6.4~~ 11.4 CONTRACTOR shall provide to ~~ADMINISTRATOR~~ COUNTY, in a form approved by ~~ADMINISTRATOR~~ COUNTY, information pertaining to complaints, as well as ~~the CONTRACTOR's~~ CONTRACTOR's response to any complaints ~~to ADMINISTRATOR~~, as described above, within ten (10) business days of the complaint.

~~6.5~~ 11.5 ~~CONTRACTOR~~ shall provide a summary of all complaints, including Civil Rights Complaints, and/or negative comments as prescribed and on a format approved by ~~ADMINISTRATOR~~ COUNTY. Complaints include, but are not limited to, complaints from Clients, other ~~contract~~ COUNTY contracted service providers, community organizations, and the public.

~~9.~~ OUTSIDE CONTACTS

~~CONTRACTOR shall:~~

~~9.1 — Immediately inform ADMINISTRATOR of any inquiry from an elected official, their representative, Client advocate, or the press, and immediately provide information in order to permit ADMINISTRATOR to respond.~~

~~9.2 — Consult with ADMINISTRATOR prior to initiating contact with a Client advocate or the press.~~

~~9.3 — CONTRACTOR shall inform ADMINISTRATOR prior to initiating contact with an elected official or their representative.~~

~~10. — COORDINATION~~

~~10.1 — CONTRACTOR must jointly host regular coordination meetings with ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program operations, and solve problems. Nothing in this Paragraph limits the ADMINISTRATOR's ability to terminate this Agreement pursuant to Paragraph 40.~~

~~7.1. — HOURS OF OPERATION~~

~~12. — CONTRACTOR SHALL PROVIDE SERVICES DURING HOURS THAT ARE RESPONSIVE TO THE NEEDS OF THE TARGET POPULATION(S) AS DETERMINED BY ADMINISTRATOR. — UTILIZATION REVIEW~~

~~7.1.~~ 12.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-annually to review and evaluate a random selection of Client records. The review may include, but is not limited to, an evaluation of the completeness and appropriateness of services provided, documentation, and timeliness and recordkeeping of service delivery. Records to be reviewed shall be selected by COUNTY. CONTRACTOR shall have all records pertaining to Clients ready for review at the scheduled time of each Utilization Review. When it is determined that services were not performed in accordance with this Agreement and/or County Policies and Procedures during the review period, COUNTY may, at its sole discretion, require corrective action plans. CONTRACTOR shall validate, review, and respond to preliminary findings. CONTRACTOR shall remedy the performance defects within the time period specified in the corrective action plan.

~~8. — FACILITIES~~

~~10.2 — Services, as described in this Exhibit, will be provided the following three locations:~~

~~8.1 — CONTRACTOR shall provide its own facility for CONTRACTOR's administrative functions and services.~~

~~10.3 CONTRACTOR's facilities shall be safe, clean structures and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five-day-per-week basis, subject to the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, ADMINISTRATOR may notify CONTRACTOR in writing. Failure to comply shall result in termination of this Agreement.~~

~~10.4 CONTRACTOR will provide services at the following facility a minimum of two (2) days per week, or as determined by ADMINISTRATOR:~~

~~Central Regional Office
2020 W. Walnut Ave
Santa Ana, CA 92703~~

~~10.5 CONTRACTOR will provide services at the following facility a minimum of two (2) days per month, or as determined by ADMINISTRATOR:~~

~~CalWORKs East Regional Office
1928 S. Grand Ave
Santa Ana, CA 92705~~

~~10.6 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. SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH~~

~~11.1 CONTRACTOR shall notify ADMINISTRATOR by telephone (voicemail is not acceptable) immediately, but no later than twenty-four (24) hours after CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death of any Orange County Social Services Agency Client in CONTRACTOR's care. This verbal report shall be followed by a Special Incident Report on a form approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death.~~

~~11.2 The verbal and written reports shall include, but not be limited to:~~

~~11.2.1 The name of the Client and date of birth;~~

~~11.2.2 The date, time, and location of serious illness, accident/injury,~~

hospitalization, or death; and

~~11.2.3 — The program under which the Client was receiving services; the name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to Client; and a summary of the circumstances thereof.~~

~~12. — QUALITY ASSURANCE AND QUALITY CONTROL~~

~~CONTRACTOR shall be required to establish and utilize a comprehensive Quality Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan shall be effective on the effective date of this Agreement and shall be updated and resubmitted for ADMINISTRATOR approval when changes occur.~~

~~12.1 — The Quality Control Plan shall include, but not be limited to, the following:~~

~~12.1.1 — A method for ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the level of quality per this Agreement;~~

~~12.1.2 — A method for assuring that the professional staff rendering services under the Agreement have the necessary qualifications;~~

~~12.1.3 — A method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy;~~

~~12.1.4 — A method for providing ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve identified problems;~~

~~12.1.5 — Items and areas to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished, and the title of the individual(s) who shall perform the inspections;~~

~~12.1.6 — Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable;~~

~~12.1.7 — Maintenance of a file of all inspections conducted by CONTRACTOR and, if necessary, the corrective action taken; and~~

~~12.1.8 — Method for continuing services in the event of a strike by CONTRACTOR's employees or a natural disaster.~~

~~13. BUSINESS CONTINUITY PLAN~~

~~13.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR will continue to provide services after a business interruption, including, but not limited to, a strike by the CONTRACTOR's employees or a natural disaster.~~

~~CONTRACTOR shall submit the BCP which will include a Disaster Preparedness and Response Plan to ADMINISTRATOR within thirty (30) days of the effective date of this Agreement.~~

~~13.2 The Disaster Preparedness and Response Plan will include, but not be limited to, the following:~~

~~13.2.1 Evacuation protocols and procedures that include the CONTRACTOR's responsibility for the safety, relocation, and tracking of all Clients in its care during any disaster event.~~

~~13.2.2 Notification to be made to ADMINISTRATOR with regard to Clients' welfare, including the provision of on-site emergency contact information.~~

~~13.2.3 Protection and recovery of Clients' records.~~

~~13.2.4 Disaster response training for staff.~~

~~13.2.5 Maintenance and review of plan at regular intervals.~~

ATTACHMENT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
PUBLIC CONSULTING GROUP LLC
FOR THE PROVISION OF
SUPPLEMENTAL SECURITY INCOME (SSI),
STATE SUPPLEMENTARY PAYMENTS (SSP) and
SOCIAL SECURITY DISABILITY INSURANCE (SSDI)
CLIENT ADVOCACY SERVICES

I. PURPOSE

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

II. DEFINITIONS

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

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

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

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

III. POLICY

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

Technology Usage Policy (Attachment B) with instructions for the new employee to read and sign the SSA Information Technology Security and Usage Agreement (Attachment C). Upon the new employee's signing of SSA Information Technology Usage Agreement form, the HR representative or designee shall counter-sign the completed form.

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

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

Maintain this signed "Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy" (Attachment F) for three years after the non-County workforce member separates from SSA. If this workforce member requires access to the SSA network or databases (i.e. shared drives, CalWIN, OnBase, CWS/CMS, SSA Intranet, etc.), a copy of the signed "Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy" (Attachment F) shall be provided to SSA IT. Network access will not be provided until this signed document is received.

V. ATTACHMENTS

A. Information Technology Security Policy, County of Orange

B. County of Orange Information Technology Usage Policy

C. SSA Information Technology Security and Usage Agreement

D. Orange County Social Services Agency Confidentiality of Client Information

E. Social Services Agency Information Security Rules of the Road

F. Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy

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

ATTACHMENT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
PUBLIC CONSULTING GROUP LLC
FOR THE PROVISION OF
SUPPLEMENTAL SECURITY INCOME (SSI),
STATE SUPPLEMENTARY PAYMENTS (SSP) and
SOCIAL SECURITY DISABILITY INSURANCE (SSDI)
CLIENT ADVOCACY SERVICES

I. PURPOSE

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

II. POLICY

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

This policy applies to all data sources and systems with any PII and other forms of confidential information that staff access in the performance of their duties.

III. DEFINITIONS

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

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

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

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

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

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

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

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

Security Breach: is an unauthorized access or acquisition of information that compromises the security, confidentiality or integrity of PII. Information may be in electronic or hardcopy form

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

and may consist of a single piece of information and/or an entire information system, such as hard drive, portable computer storage medium, Blackberry/Cell phones or laptop computer. Examples of security breaches include but are not limited to:

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

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

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

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

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

IV. PROCEDURE

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

A. Loss of Medi-Cal PII as defined by the DHCS Medi-Cal PSA (Attachment A)

B. Loss of Social Security Administration, Medi-Cal Eligibility Data System (MEDS) or Applicant Income and Eligibility Verification System (IEVS) PII as defined by the CDSS ACL 16-100 (Attachment C)

C. Loss of Federal Tax Information (FTI) as defined by CDSS ACL 15-56 (Attachment B); or

D. Loss of confidential information that does not meet (A), (B), or (C) (see Checklist, Attachment E and Attachment D, California SB 1386).

A. Reporting Process for Lost Medi-Cal PII

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

1. The SSA staff, upon discovery of lost Medi-Cal PII, shall report suspected loss through the chain-of-command up to the Deputy Director responsible for the affected unit.
2. The Deputy Director shall immediately direct the affected unit to attempt to locate the missing material(s) or information. If loss or unauthorized disclosure of Medi-Cal PII is confirmed, the Deputy Director or his/her designee assumes the role of Action Officer who shall be responsible for handling all issues associated with this incident including communicating with stakeholders regarding current situation status, developing and implementing a remediation plan to mitigate damage and preventing further incidents from occurring.
3. The SSA staff knowledgeable about the incident shall submit a Special Incident Report (SIR) following Administrative Policies and Procedures F 13. The SIR should, at a minimum, include the same information as the DHCS notification message (see number 4 below).
4. The Action Officer shall also draft a DHCS Privacy Incident Report (PIR) using the information known about the incident at that time. The Action Officer shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, select "Privacy & HIPAA" and then "County Use") or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.
5. The Agency Director or his/her designee shall review the DHCS notification message and, if necessary, direct the Action Officer to notify County Counsel, Risk Management and/or the County Executive Office of the incident.
6. If the incident meets any of the criteria noted in the County Significant Incident/Claim Reporting Protocol, the Action Officer shall draft a report containing the

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

basic/concise facts and recommend approval by their Deputy Director to promptly send it via mail to IncidentReport@ocgov.com.

7. Once approved by the Agency Director or his/her designee, the Action Officer shall ensure that DHCS is provided with the information on the notification message PIR by telephone call or e-mail within one working day of discovery. The PIR shall be sent to the DHCS Privacy Office and the DHCS Information Security Office with a copy to CDSS Information Security and Privacy Office. The DHCS is acting on behalf of CDSS, for purposes of receiving reports of privacy and information security incidents and breaches.

<u>DHCS Privacy Office</u>	<u>DHCS Information Security Office</u>
<u>DHCS Privacy Office</u> <u>c/o: Office of HIPAA Compliance</u> <u>MS 4722</u> <u>P.O. Box 997413</u> <u>Sacramento, CA 95899-7413</u> <u>Email: privacyofficer@dhcs.ca.gov</u>	<u>DHCS Information Security Office</u> <u>MS 6400</u> <u>P.O. Box 997413</u> <u>Sacramento, CA 95899-7413</u> <u>Email: iso@dhcs.ca.gov</u> <u>Telephone: EITS Service Desk</u> <u>(916) 440-7000 or</u> <u>(800) 579-0874</u>
<u>CDSS Information Security & Privacy Office</u>	
<u>California Department of Social Services</u> <u>Information Security & Privacy Office</u> <u>744 P Street, MS 9-9-70</u> <u>Sacramento, CA 95814-6413</u> <u>Email: iso@dss.ca.gov</u> <u>Telephone: (916) 651-5558</u>	

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

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

Action Officer shall contact County Counsel and Risk Management, and also obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications.

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

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

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

1. The SSA staff, upon discovery of lost Social Security Administration, MEDS, or IEVS PII's, shall report suspected loss through the chain-of-command up to the Deputy Director responsible for the affected unit.
2. The Deputy Director shall immediately direct the affected unit to attempt to locate the missing material(s) or information. If loss or unauthorized disclosure of PII is confirmed, the Deputy Director or his/her designee assumes the role of Action Officer who shall be responsible for handling all issues associated with this incident including communicating with stakeholders regarding current situation status, developing and implementing a remediation plan to mitigate damage and preventing further incidents from occurring.
3. The SSA staff knowledgeable about the incident shall submit a Special Incident Report (SIR) following Administrative Policies and Procedures F 13. The SIR should, at a minimum, include the same information as the DHCS notification message (see number 4 below).
4. The Action Officer shall also draft a Privacy Incident Report (PIR) using the information known about the incident at that time. The Action Officer shall use the most current version of this form, which is posted on the DHCS (both DHCS and CDSS use the same form) Privacy Office website (www.dhcs.ca.gov, select "Privacy & HIPAA" and then "County Use") or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>.
5. The Agency Director or his/her designee shall review the notification message and, if necessary, direct the Action Officer to notify County Counsel, Risk Management and/or the County Executive Office of the incident.

6. If the incident meets any of the criteria noted in the County Significant Incident/Claim Reporting Protocol, the Action Officer shall draft a report containing the basic/concise facts and recommend approval by their Deputy Director to promptly send it via mail to IncidentReport@ocgov.com.
7. Once approved by the Agency Director or his/her designee, the Action Officer shall ensure that DHCS and CDSS is provided with the information on the notification message PIR by telephone call or e-mail within one working day of discovery. The PIR shall be sent to the DHCS Privacy Office and the DHCS Information Security Office with a copy to CDSS Information Security and Privacy Office. The DHCS is acting on behalf of CDSS, for purposes of receiving reports of privacy and information security incidents and breaches.

<u>DHCS Privacy Office</u> <u>DHCS Privacy Office</u> <u>c/o: Office of HIPAA Compliance</u> <u>MS 4722</u> <u>P.O. Box 997413</u> <u>Sacramento, CA 95899-7413</u> <u>Email: privacyofficer@dhcs.ca.gov</u> <u>Telephone:</u> <u>(916) 445-4646 or</u> <u>(866) 866-0602</u>	<u>DHCS Information Security Office</u> <u>DHCS Information Security Office</u> <u>MS 6400</u> <u>P.O. Box 997413</u> <u>Sacramento, CA 95899-7413</u> <u>Email: iso@dhcs.ca.gov</u> <u>Telephone: EITS Service Desk</u> <u>(916) 440-7000 or</u> <u>(800) 579-0874</u>
<u>CDSS Information Security & Privacy Office</u>	
<u>California Department of Social Services</u> <u>Information Security & Privacy Office</u> <u>744 P Street, MS 9-9-70</u> <u>Sacramento, CA 95814-6413</u> <u>Email: iso@dss.ca.gov</u> <u>Telephone: (916) 651-5558</u>	

8. The Action Officer shall initiate and ensure that prompt corrective action is taken to mitigate any risks or damages involved with the breach, and to protect the operating environment.
9. The Action Officer shall oversee the completion of the breach investigation and submit reports to the DHCS Privacy Officer and Information Security Officer in accordance with PSA directions.

10. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of PII when notification is required. The Action Officer shall contact County Counsel and Risk Management, and also obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications.

C. Reporting Process for Loss of FTI

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

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

1. Review SIR document and if necessary, notify County Counsel, Risk Management and/or the County Executive Office of the incident. If the incident meets any of the criteria noted in the County Significant Incident/ Claim Reporting Protocol, the Action Officer shall advise the Division Director to send the basic/concise facts by email to IncidentReport@ocgov.com promptly.
2. Complete the breach investigation and submit a written breach report within five working days of the incident to the Agency Director detailing the following:
 - The data elements which were involved;
 - A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed confidential information;
 - A list of the names of those people whose confidential information was disclosed;
 - County Counsel recommendation on how, when and the content of the notification to those people whose confidential information was disclosed;
 - A description of where the confidential information is believed to have been improperly transmitted, sent, or used;
 - A description of the probable causes of the breach; and

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

- A detailed corrective action plan including measures that were taken to halt and/or contain the breach and recommendations on how to prevent future breaches.

3. If required, oversee notification of individuals affected by the security breach upon approval of the Agency Director or his/her designee;

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

4. Ensure implementation of the corrective action plan and periodically report progress to the Agency Director.

D. Reporting Process for Loss or Unauthorized Disclosure of Confidential Information except Medi-Cal, Social Security Administration, MEDS, IEVS, or FTI PII's.

SSA staff and Deputy Directors shall follow any applicable guidelines stated in Section IV A, B, or Attachment C.

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

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

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

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

V. REFERENCES

California Department of Social Services, Privacy and Security Agreement, ACL 16-100 dated January 12, 2017

California SB 1386 Personal Information: Privacy

California Civil Code 1798.29

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

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

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

VI. ATTACHMENTS

A. Medi-Cal Privacy and Security Agreement between the California Department of Health
Care Services and the County of Orange, Social Services Agency

B. California Department of Social Services All County Letter No. 15-56 titled Information
Security Incident Reporting Protocol for Federal Tax Information and Personally
Identifying Information, August 14, 2015

C. California Department of Social Services, Privacy and Security Agreement ACL 16-100
dated January 12, 2017

D. California SB 1386 Personal Information: Privacy

E. Checklist: Reporting Protocols

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

Supervisor of User/Human Resources (HR) Representative:

AMR0121