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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ACCESS CALIFORNIA SERVICES  
FOR THE PROVISION OF REFUGEE SOCIAL SERVICES  
AND  
~~REFUGEE HEALTH SERVICES~~

This AGREEMENT, entered into this 1st day of October, ~~2020-2017~~, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ACCESS CALIFORNIA SERVICES, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR" ~~or "SSA." Direct services of Exhibit B shall be administered by the County of Orange Health Care Agency, hereinafter referred to as "HCA."~~

WITNESSETH:

WHEREAS, COUNTY issued a Request for Proposals for Refugee Social Services in 2019; and

~~WHEREAS, CONTRACTOR was selected by the Orange County Board of Supervisors for the provision of Refugee Social Services for the period of October 1, 2020 through September 30, 2023; and~~

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Refugee Social Services; 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 the Immigration

1 and Nationality Act, as amended by the Federal Refugee Education Assistance Act of 1980, Title  
2 V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; Refugee Act of 1980,  
3 Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; William Wilberforce Trafficking  
4 Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; Victims  
5 of Trafficking and Violence Protection Act of 2000 (TVPA), Public Law 106-386; and

6 WHEREAS, Section 13275 et seq., of the Welfare and Institutions Code (WIC) provides  
7 for funds derived from the Federal Refugee Act of 1980 to be used to provide employment services  
8 for refugees.

9 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on October 1, ~~2020~~<sup>2017</sup>, and terminate on September 30, ~~2023~~<sup>2020</sup>, unless earlier terminated pursuant to the provisions of Paragraph 40 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. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, ~~by the parties, their officers, agents or employees,~~ 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 ~~and volunteers~~ shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner

1 to be COUNTY employees.

2 4. DESCRIPTION OF SERVICES ~~, STAFFING~~

3 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and  
4 supplies, as described in Exhibit A to the Agreement between County of Orange and Access  
5 California Services, for the Provision of Refugee Social Services ~~and Refugee Health Services~~,  
6 attached hereto and incorporated herein by reference ~~Exhibit "A" relating to Refugee Social~~  
7 ~~Services, Exhibit "B" relating to Refugee Health Services~~. CONTRACTOR shall operate  
8 continuously throughout the term of this Agreement with the number and type of staff described  
9 and as required for provision of services hereunder.

10 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
11 changes in staffing allocations to reflect current workload demands or service needs as long as  
12 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

13 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
14 staff to attend an orientation session and subsequent training sessions given by COUNTY.

15 5. LICENSES AND STANDARDS

16 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of  
17 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
18 necessary licenses and permits required by the laws of the United States, State of California  
19 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
20 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
21 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
22 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
23 such laws and licensure requirements, including, without limitation, compliance with laws  
24 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
25 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
26 becoming expired, inactive, etc.).

27 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
28 applicable provisions of the WIC; Title 45 of the Code of Federal Regulations (CFR);

1 implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost  
 2 Principles, and Audit Requirements for Federal Awards; and all applicable laws and regulations  
 3 of the United States, State of California, County of Orange, and County of Orange Social Services  
 4 Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all  
 5 may now exist or be hereafter amended.

6 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
 7 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
 8 federal financial assistance programs and/or activities.

9 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP ~~SUBCONTRACTS~~

10 6.1 Delegation and Assignment

11 6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
 12 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
 13 written consent of COUNTY. Any attempted delegation or assignment without prior written  
 14 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
 15 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
 16 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
 17 benefits under the terms of this Agreement requiring COUNTY approval.

18 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
 19 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
 20 for the provision of services under the Agreement.

21 6.2 Change of Ownership

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

27 7. SUBCONTRACTS

28 ~~6.2~~7.1 CONTRACTOR shall not subcontract for services under this Agreement without

1 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
2 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
3 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
4 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
5 ADMINISTRATOR may require.

6 ~~6.2.1~~7.1.1 Subcontracts of \$~~5025~~,000 or less

7 ~~6.2.1~~7.1.1.1 CONTRACTOR shall develop a standard form Purchase  
8 Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of  
9 services by CONTRACTOR when the cumulative total cost of the services to be provided by any  
10 organization is anticipated to be ~~fiftytwenty-five~~ thousand dollars (\$~~5025~~,000) or less during the  
11 term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the  
12 actual cost of providing services or the usual and customary charges established by the  
13 organization(s) providing the services.

14 ~~6.2.2~~7.1.2 Subcontracts in excess of \$~~5025~~,000

15 ~~6.2.2~~7.1.2.1 CONTRACTOR shall develop and submit for approval to  
16 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
17 the total cumulative cost of services provided by any single organization is anticipated to exceed  
18 ~~fiftytwenty-five~~ thousand dollars (\$~~5025~~,000) during the term of this Agreement.  
19 CONTRACTOR's proposed procurement system shall take into consideration such factors as:  
20 degree of price competition; pricing policies and techniques; experience and quality of service;  
21 methods of evaluating subcontractor responsibility; relationship of subcontractor to  
22 CONTRACTOR; and planning, award, and post-award management of subcontracts, including  
23 internal audit procedures and monitoring of subcontractor's performance until completion of  
24 services.

25 ~~6.2.2~~7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's  
26 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
27 obtaining subcontracts with a total cost in excess of ~~fiftytwenty-five~~ thousand dollars (\$~~5025~~,000)  
28 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~~~~twenty-five~~ thousand dollars (\$~~50~~~~25~~,000) during the term of this Agreement.

~~6.2.2.3~~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.

7.8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE ~~AND REAL PROPERTY DISCLOSURE~~

7.1.1 ~~8.1.1~~ 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:

~~7.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

~~7.1.3~~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.

7.2~~8.2~~ Change in Form of Business Organization

If, during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and~~CONTRACTOR's relationship to~~ other businesses that could impact services provided through~~dealing with CONTRACTOR under~~ this Agreement ~~changes~~, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A

1 change in the form of business organization may, at COUNTY's sole discretion, be treated as an  
 2 attempted assignment of rights or delegation of duties of this Agreement.

3 8.3 Name Change

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

9 ~~7.3—Real Property Disclosure:~~

10 ~~If CONTRACTOR is occupying any real property under any agreement, oral or~~  
 11 ~~written, where persons are to receive services hereunder, CONTRACTOR shall submit the~~  
 12 ~~following information in addition to a copy of the lease, license or rental agreement, as well as any~~  
 13 ~~other information requested, prior to the provision of services under this Agreement:~~

14 ~~7.3.1—The location by street address and city of any such real property.~~

15 ~~7.3.2—The fair market value of any such real property as such value is reflected on~~  
 16 ~~the most recently issued County Tax Collector's tax bill.~~

17 ~~7.3.3—A detailed description of all existing and pending agreements, with respect~~  
 18 ~~to the use or occupation of any such real property. Such description shall include, but not be~~  
 19 ~~limited to:~~

20 ~~7.3.3.1—The term duration of any rental, lease or license agreement;~~

21 ~~7.3.3.2—The amount of monetary consideration to be paid to the lessor or~~  
 22 ~~licensor over the term of the rental, lease or license agreement;~~

23 ~~7.3.3.3—The type and dollar value of any other consideration to be paid to~~  
 24 ~~the lessor or licensor; and~~

25 ~~7.3.3.4—The full names and addresses of all parties to any agreement~~  
 26 ~~concerning the real property and a listing of liens (if any) thereof, together with a listing by full~~  
 27 ~~names and addresses of all officers, directors and stockholders of any private corporation, and a~~  
 28 ~~similar listing of all general and limited partners of any partnership which is a party.~~

1                    ~~7.3.4 A listing by full names of all of CONTRACTOR's officers, directors and/or~~  
2 ~~partners, members of its administrative and advisory boards, staff and consultants, who have any~~  
3 ~~family relationship by marriage or blood with a party to any agreement concerning real property~~  
4 ~~referred to in Subparagraph 7.3.3, immediately above, or who have any present or future financial~~  
5 ~~interest in such person's business, whether the entity concerned is a corporation or partnership.~~  
6 ~~Such listing shall also include the full names of all of CONTRACTOR's officers, directors,~~  
7 ~~partners and those holding a financial interest. Included are members of its advisory boards,~~  
8 ~~members of its staff and consultants, who have any family relationship by marriage or blood to an~~  
9 ~~officer, director, or stockholder of the corporation or to any partner of the partnership. In preparing~~  
10 ~~the latter listing, CONTRACTOR shall also indicate the names of the officers, directors,~~  
11 ~~stockholders, or partner(s), as appropriate, and the family relationship which exists between such~~  
12 ~~person(s) and CONTRACTOR's representatives listed.~~

13                    ~~7.3.5 True and correct copies of all agreements with respect to any such real~~  
14 ~~property shall be appended to the documentation described above and made a part thereof. If,~~  
15 ~~during the term of this Agreement, there is a change in the agreement(s) with respect to real~~  
16 ~~property where persons receive services, CONTRACTOR shall promptly notify~~  
17 ~~ADMINISTRATOR, in writing, describing such changes.~~

18 ~~##~~

## 19 8.9. NON-DISCRIMINATION

20                    ~~8.19.1~~ In the performance of this Agreement, CONTRACTOR agrees that it shall not  
21 engage nor employ any unlawful discriminatory practices in the admission of CLIENTS, provision  
22 of services or benefits, assignment of accommodations, treatment, evaluation, employment of  
23 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
24 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
25 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
26 status, or any other protected group, in accordance with the requirements of all applicable federal  
27 or State laws.

28                    ~~8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which meets~~

~~the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

~~8.39.2~~ 8.39.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

~~8.49.3~~ 8.49.3 Non-Discrimination in Employment

~~8.4.19.3.1~~ 8.4.19.3.1 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).

~~8.4.29.3.2~~ 8.4.29.3.2 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.

~~8.4.39.3.3~~ 8.4.39.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment

2218 Kausen Drive, Suite 100

Elk Grove~~Public Inquiry and Response Bureau~~

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

~~Sacramento, CA~~ 9575895814

Telephone: (800) 884-1684952-5253

(800) 700-2320 (TTY952-8349 ~~(For the hard-of~~

~~hearing)~~

~~8.59.4~~ 8.59.4 Non-Discrimination in Service Delivery

1                   ~~8.5.1~~9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil  
 2 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the  
 3 Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
 4 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
 5 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
 6 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
 7 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
 8 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
 9 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
 10 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
 11 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
 12 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
 13 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
 14 would have a discriminatory effect or which would violate the California Department of Social  
 15 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there  
 16 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other  
 17 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any  
 18 other laws, or the issue may be referred to the appropriate federal agency for further compliance  
 19 action and enforcement of Subparagraph 9.4 et seq.

20                   ~~8.5.2~~9.4.2 CONTRACTOR shall provide any and all CLIENTS desirous of  
 21 filing a formal complaint any and all information as appropriate:

22                   ~~8.5.2.1~~9.4.2.1 Pamphlet: “Your Rights Under California Welfare  
 23 Programs” (PUB 13)

24                   ~~8.5.2.2~~9.4.2.2 Discrimination Complaint Form

25                   ~~8.5.2.3~~9.4.2.3 Civil Rights Contacts:

26                                   County Civil Rights Contact:

27                                   Orange County Social Services Agency

28                                   Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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

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

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

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

~~9.10.~~ NOTICES

~~9.10.1~~ All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency

1 Contracts and Procurement Services  
2 500 N. State College Blvd, Suite 100  
3 Orange, CA 92868  
4

5 CONTRACTOR: Access California Services  
6 631 S. Brookhurst Street, Suite 107  
7 Anaheim, CA 92804

8 ~~9.2~~10.2 All notices shall be deemed effective when in writing and deposited in the  
9 United States mail, first class, postage prepaid and addressed as above. Any communications,  
10 including notices, requests, claims, correspondence, reports, and/or statements authorized or  
11 required by this Agreement addressed in any other fashion shall be deemed not given. The parties  
12 each may designate by written notice from time to time, in the manner aforesaid, any change in  
13 the address to which notices must be sent.

14 ~~10.~~11. NOTICE OF DELAYS

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

19 ~~11.~~12. INDEMNIFICATION

20 ~~11.1~~12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
21 writing by COUNTY, and hold U.S. Department of Health and Human Services, the State,  
22 COUNTY, and their elected and appointed officials, officers, employees, agents, and those special  
23 districts and agencies which COUNTY's Board of Supervisors acts as the governing Board  
24 ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or  
25 nature, including, but not limited to, personal injury or property damage arising from or related to  
26 the services, products, or other performance provided by CONTRACTOR pursuant to this  
27 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of  
28 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY

1 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as  
2 determined by the court. Neither party shall request a jury apportionment.

3 ~~12.13.~~ 13. INSURANCE

4 ~~12.13.1~~ 13.1 Prior to the provision of services under this Agreement, CONTRACTOR  
5 agrees to purchase all required insurance at CONTRACTOR's expense ~~and to deposit with~~  
6 ~~ADMINISTRATOR Certificates of Insurance~~, including all endorsements required herein,  
7 necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied  
8 with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and  
9 endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In  
10 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
11 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
12 CONTRACTOR.

13 ~~12.2~~ 13.2 CONTRACTOR shall ensure that all subcontractors performing work on  
14 behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's  
15 insurance as an Additional Insured or maintain insurance subject to the same terms and conditions  
16 as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work  
17 if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
18 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance  
19 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
20 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
21 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
22 reasonable time.

23 ~~12.3~~ 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate  
24 of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
25 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
26 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
27 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
28 provision(s) in the Agreement, agrees to all of the following:



1 ~~12.3.1~~13.3.1 In addition to the duty to indemnify and hold COUNTY harmless  
2 against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
3 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
4 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
5 same; and

6 ~~12.3.2~~13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute  
7 and irrespective of any duty to indemnify or hold harmless; and

8 ~~12.3.3~~13.3.3 The provisions of California Civil Code Section 2860 shall apply to  
9 any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
10 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
11 insured.

12 ~~12.4~~13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for  
13 the full term of this Agreement, COUNTY may terminate this Agreement.

14 ~~12.5~~13.5 Qualified Insurer

15 ~~12.5.1~~13.5.1 The policy or policies of insurance~~Minimum insurance company~~  
16 ~~ratings as determined by the most current edition of the Best's Key Rating Guide/Property-~~  
17 ~~Casualty/United States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size~~  
18 ~~Category).The policy or policies of insurance required herein~~ must be issued by an insurer with a  
19 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
20 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
21 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business  
22 in the state of California (California Admitted Carrier).

23 ~~12.6~~13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
24 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
25 the company's performance and financial ratings.

26 ~~12.7~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall  
27 provide the minimum limits and coverage as set forth below:

28 Coverage

Minimum Limits

1	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
2	Automobile Liability including coverage for owned,	\$1,000,000 per occurrence
3	non-owned and hired vehicles	
4		
5	<del>Passenger Vehicles up to four (4) passengers, not including the driver</del>	<del>\$1,000,000 per occurrence</del>
6	<del>Passenger Vehicles up to seven (7) passengers, not including the driver</del>	<del>\$2,000,000 per occurrence</del>
7	<del>Passenger Vehicles for eight (8) or more passengers, not including the driver</del>	<del>\$5,000,000 per occurrence</del>
8		
9	Workers' Compensation	Statutory
10		
11	Employer's Liability Insurance	\$1,000,000 per occurrence
12	Network Security & Privacy Liability	\$1,000,000 per claims made
13	Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
14		
15	Sexual Misconduct Liability	\$1,000,000 per occurrence

16 ~~12.8~~13.8 Required Coverage Forms

17 ~~12.8.1~~13.8.1 Commercial General Liability coverage shall be written on  
18 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage  
19 at least as broad.

20 ~~12.8.2~~13.8.2 Business Auto Liability coverage shall be written on ISO form CA  
21 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

22 ~~12.9~~13.9 Required Endorsements

23 ~~12.9.1~~13.9.1 Commercial General Liability policy shall contain the following  
24 endorsements, which shall accompany the Certificate of Insurance:

25 ~~12.9.1.1~~13.9.1.1 An Additional Insured endorsement using ISO form  
26 CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed  
27 officials, officers, agents and employees, as Additional Insureds or provide blanket coverage,  
28 which will state AS REQUIRED BY WRITTEN CONTRACT.

1 ~~12.9.1.2~~13.9.1.2 A primary non-contributing endorsement using ISO  
2 form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is  
3 primary and any insurance or self-insurance maintained by the County of Orange shall be excess  
4 and non-contributing.

5 ~~12.9.2~~13.9.2 The Network Security and Privacy Liability policy shall contain the  
6 following endorsements which shall accompany the Certificate of Insurance.

7 ~~12.9.2.1~~13.9.2.1 An Additional Insured endorsement naming the  
8 County of Orange, its elected and appointed officials, officers, agents and employees as Additional  
9 Insureds for its vicarious liability.

10 ~~12.9.2.2~~13.9.2.2 A primary and non-contributing endorsement  
11 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance  
12 maintained by the County of Orange shall be excess and non-contributing.

13 ~~12.10~~13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
14 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
15 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
16 AS REQUIRED BY WRITTEN CONTRACT.

17 ~~12.11~~13.11 All insurance policies required by this Agreement shall waive all rights of  
18 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
19 employees when acting within the scope of their appointment or employment.

20 ~~12.12~~13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
21 of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of  
22 the cancellation notice to COUNTY. Failure to provide written notice of cancellation may  
23 constitute a material breach of the contract, upon which the COUNTY may suspend or terminate  
24 this Agreement.

25 ~~12.13~~13.13 If CONTRACTOR's Professional Liability and/or Network Security &  
26 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain  
27 Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years  
28 following completion of this Agreement.

1           ~~12.14~~13.14 The Commercial General Liability policy shall contain a severability of  
2 interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001  
3 policy).

4           ~~12.15~~13.15 Insurance certificates should be mailed to COUNTY at the address  
5 indicated in Paragraph 10 of this Agreement.

6           ~~12.16~~13.16 If CONTRACTOR fails to provide the insurance certificates and  
7 endorsements within seven (7) days of notification by CEO/County Procurement Office or  
8 ADMINISTRATOR, award may be made to the next qualified proponent.

9           ~~12.17~~13.17 COUNTY expressly retains the right to require CONTRACTOR to increase  
10 or decrease insurance of any of the above insurance types throughout the term of this Agreement.  
11 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
12 appropriate to adequately protect COUNTY.

13           ~~12.18~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the  
14 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of  
15 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of  
16 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,  
17 and COUNTY shall be entitled to all legal remedies.

18           ~~12.19~~13.19 The procuring of such required policy or policies of insurance shall not be  
19 construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification  
20 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage  
21 and limits available from the insurer.

22 ~~13.14.~~ NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

25           14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
26 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance  
27 under this Agreement. While CONTRACTOR is required to provide this information without  
28 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.

~~13.1~~14.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report shall be made in writing within twenty-four (24) hours of occurrence.~~

~~13.2~~14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

~~13.3~~14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

~~13.4~~14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement. ~~Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.~~

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

#### 14.15. CONFLICT OF INTEREST

~~14.1~~15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY ~~the best~~ interests. In addition to the CONTRACTOR, this ~~of COUNTY. This~~ obligation shall apply to, ~~CONTRACTOR and~~ CONTRACTOR's employees, ~~volunteers,~~ agents, and ~~relatives,~~ subcontractors ~~and third parties~~ associated with ~~accomplishing~~ the provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties ~~work~~

1 hereunder.

2 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
 3 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
 4 Agreement performance. While CONTRACTOR will be required to provide this information  
 5 without prompting from COUNTY any time there is a change regarding conflict of interest,  
 6 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

7 ~~14.2 CONTRACTOR's efforts shall include, but not be limited to, establishing~~  
 8 ~~precautions to prevent its employees or agents from making, receiving, providing, or offering gifts,~~  
 9 ~~entertainment, payments, loans or other considerations which could be deemed to appear to~~  
 10 ~~influence individuals to act contrary to the best interests of COUNTY.~~

11 ~~15.16.~~ ANTI-PROSELYTISM PROVISION

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

16 ~~16.17.~~ SUPPLANTING GOVERNMENT FUNDS

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

25 ~~17.18.~~ EQUIPMENT

26 ~~17.18.1~~ 18.1 All items purchased with funds provided under this Agreement, or which  
 27 are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five  
 28 thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all

1 Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of  
2 Capital Equipment is limited to the performance of this Agreement. Upon the termination of this  
3 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
4 COUNTY or its representatives, or dispose of them in accordance with the directions of  
5 ADMINISTRATOR.

6 CONTRACTOR further agrees to the following:

7 ~~17.1.1~~18.1.1 To maintain all items of Capital Equipment in good working order  
8 and condition, normal wear and tear excepted.

9 ~~17.1.2~~18.1.2 To label all items of Capital Equipment, do periodic inventories as  
10 required by ADMINISTRATOR, and to maintain an inventory list showing where and how the  
11 Capital Equipment is being used, in accordance with procedures developed by  
12 ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days  
13 of any request therefore.

14 ~~17.1.3~~18.1.3 To report in writing to ADMINISTRATOR immediately after  
15 discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law  
16 enforcement agency must be contacted and a copy of the police report submitted to  
17 ADMINISTRATOR.

18 ~~17.1.4~~18.1.4 To purchase a policy or policies of insurance covering loss or  
19 damage to any and all Capital Equipment purchased under this Agreement, in the amount of the  
20 full replacement value thereof, providing protection against the classification of fire, extended  
21 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
22 parties' interests as they appear.

23 ~~17.2~~18.2 The purchase of any Capital Equipment by CONTRACTOR shall be  
24 requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall  
25 fulfill the provisions of this Agreement which are appropriate and directly related to  
26 CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse  
27 reimbursement for any costs resulting from Capital Equipment purchased which are incurred by  
28 CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.



~~17.3~~18.3 ~~Personal~~ Computer Equipment

No ~~personal~~ computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Agreement.

~~18.19.~~ BREACH SANCTIONS

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:

~~18.1~~19.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

~~18.2~~19.2 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

~~18.3~~19.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.2 above.

~~18.4~~19.4 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

~~19.20.~~ PAYMENTS~~19.1~~20.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,350,000, or actual allowable costs, whichever is less. ~~The estimated annual~~142,900: ~~the amount~~ for each twelve (12) month period is as follows:

20.1.1 \$450,000 ~~of \$714,300~~ for October 1, ~~2020~~2017 through September 30,



1 [2021](#);

2 [20.1.2 \\$450,000](#)~~2018; the amount of \$714,300~~ for October 1, [2021](#)~~2018~~ through  
3 September 30, [2022](#); and

4 ~~19.1.1~~[20.1.3 \\$450,000](#)~~2019; and the amount of \$714,300~~ for October 1, [2022](#)~~2019~~  
5 through September 30, [2023](#)~~2020, or actual allowable costs, whichever is less. This amount shall~~  
6 ~~consist of \$1,500,000 for RSS as described in Exhibit A to this Agreement; and \$642,900 for RHS,~~  
7 ~~as described in Exhibit B to this Agreement..~~

8 ~~19.2— Subparagraphs 19.3 and 19.4 below shall apply only to the provisions of Exhibit A~~  
9 ~~to this Agreement, and do not apply to Exhibit B to this Agreement.~~

10 ~~19.3~~[20.2](#) Allowable Costs

11 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
12 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this  
13 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,  
14 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will  
15 be incurred by CONTRACTOR for June [2021](#)~~2018~~, June [2022](#)~~2019~~, and June [2023](#)~~2010~~, during  
16 the month of such anticipated expenditure.

17 ~~19.4~~[20.3](#) Claims

18 ~~19.4.1~~[20.3.1](#) CONTRACTOR shall submit monthly claims to be received by  
19 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
20 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
21 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
22 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
23 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
24 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

25 ~~19.4.2~~[20.3.2](#) All claims must be submitted on a form approved by  
26 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
27 source documents with the monthly claim, including, inter alia, a monthly statement of services,  
28 general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving

1 records, some of which may be required to be copied. Source documents that CONTRACTOR  
 2 must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller.  
 3 CONTRACTOR shall retain all financial records in accordance with Paragraph 25~~24~~ (~~Records,~~  
 4 ~~Inspections, and Audits~~) of this Agreement.

5 ~~19.4.3~~20.3.3 Payments should be released by COUNTY within a reasonable time  
 6 period of approximately thirty (30) days after receipt of a correctly completed claim form and  
 7 required supporting documentation.

8 ~~19.4.4~~20.3.4 Year-End and Final Claims:

9 ~~19.4.4.1~~20.3.4.1 CONTRACTOR shall submit a final claim for each  
 10 fiscal year, October 1 through September 30, covered under the term of this Agreement, as stated  
 11 in Paragraph 1, by no later than November 30<sup>th</sup> of each corresponding fiscal year. Claims received  
 12 after November 30<sup>th</sup> of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's  
 13 sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final  
 14 claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

15 ~~19.4.4.2~~20.3.4.2 The basis for final settlement shall be the actual  
 16 allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by  
 17 CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of  
 18 COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount  
 19 of the overpayment against the final payment. In the event overpayment exceeds the final  
 20 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of  
 21 notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY  
 22 in the event an overpayment has been made.

23 ~~19.4.5 Seventy-Five Percent Expenditure Notification:~~

24 ~~19.4.5.1 CONTRACTOR shall maintain a system of record keeping that~~  
 25 ~~will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the~~  
 26 ~~total contract authorizations under this Agreement. Upon occurrence of this event,~~  
 27 ~~CONTRACTOR shall send written notification to ADMINISTRATOR.~~

28 ~~20.21.~~ OVERPAYMENTS

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

#### 13 ~~21~~.22. OUTSTANDING DEBT

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

#### 17 ~~22~~.23. FINAL REPORT

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

#### 23 ~~23~~.24. INDEPENDENT AUDIT

24 ~~23~~.24.1 \_\_\_\_\_ CONTRACTOR shall employ a licensed certified public accountant who  
25 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
26 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well  
27 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
28 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to

1 the aforementioned regulations for any year covered during the term of this Agreement,  
 2 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
 3 CONTRACTOR's financial statements. The audit must be performed in accordance with  
 4 generally accepted government auditing standards. ~~and Title 2 CFR Part 230.~~ CONTRACTOR  
 5 shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is  
 6 taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

7 ~~23.2~~24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers  
 8 October 1 through September 30. CONTRACTOR shall provide ADMINISTRATOR copies of  
 9 organization-wide audits for each of the fiscal cycles corresponding with the term of this  
 10 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of  
 11 CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be  
 12 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement  
 13 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.  
 14 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to  
 15 CONTRACTOR.

16 ~~24.25.~~ RECORDS, INSPECTIONS, AND AUDITS

17 ~~24.1~~25.1 Financial Records

18 ~~24.1.1~~25.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
 19 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
 20 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
 21 State, and federal audits are completed, whichever is later.

22 ~~24.1.2~~25.1.2 CONTRACTOR shall establish and maintain reasonable  
 23 accounting, internal control, and financial reporting standards in conformity with generally  
 24 accepted accounting principles established by the American Institute of Certified Public  
 25 Accountants and to the satisfaction of ADMINISTRATOR.

26 ~~24.2~~25.2 Client Records

27 ~~24.2.1~~25.2.1 CONTRACTOR shall prepare and maintain accurate and complete  
 28 records of CLIENTS served and dates and type of services provided under the terms of this

1 Agreement in a form acceptable to ADMINISTRATOR.

2 ~~24.2.2~~25.2.2 CONTRACTOR shall keep all COUNTY data provided to  
3 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the  
4 date of final payment under this Agreement, or until all pending COUNTY, State, and federal  
5 audits are completed, whichever is later. These records shall be stored in Orange County, unless  
6 CONTRACTOR requests and COUNTY provides written approval for the right to store the  
7 records in another county. Notwithstanding anything to the contrary, upon termination of this  
8 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY  
9 in accordance with Subparagraph 40.2.

10 ~~24.2.3 Medical records pertaining to the Refugee Health Assessment Program~~  
11 ~~(RHAP) shall be retained for a minimum of seven years, except for minors whose records shall be~~  
12 ~~kept at least until one year after the minor has reached the age of 18, but in no case less than seven~~  
13 ~~years, as per California Code of regulations, Title 22, Social Security, Division 5, Chapter 7,~~  
14 ~~Article 6, Section 75055.~~

15 ~~24.2.4 Contract Fiscal records/documents shall be maintained and made available~~  
16 ~~to the State (upon request) for a period of three years from the date of final payment under the~~  
17 ~~specific RHAP agreement.~~

18 ~~24.2.5~~25.2.3 COUNTY may refuse payment for a claim if CLIENT records are  
19 determined by COUNTY to be incomplete or inaccurate. In the event CLIENT records are  
20 determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such  
21 payment as an overpayment within the provisions of this Agreement.

22 ~~24.3~~25.3 Public Records

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

26 ~~24.4~~25.4 Inspections and Audits

27 ~~24.4.1~~25.4.1 The U.S. Department of Health and Human Services, Comptroller  
28 General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR,

1 COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized  
2 representatives, shall have access to any books, documents, papers, and records, including medical  
3 records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement.  
4 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned persons have the right  
5 at all reasonable times to inspect or otherwise evaluate the work performed or being performed  
6 under this Agreement and the premises in which it is being performed.

7 ~~24.4.2~~25.4.2 CONTRACTOR shall make its books and ~~financial~~ records  
8 available within the borders of Orange County within ten (10) days of receipt of written demand  
9 by ADMINISTRATOR.

10 ~~24.4.3~~25.4.3 In the event CONTRACTOR does not make available its books and  
11 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
12 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
13 obtain CONTRACTOR's books and ~~financial~~ records.

14 ~~24.4.4~~25.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
15 COUNTY's liability to the State or Federal Government or any agency thereof resulting from any  
16 disallowances or other audit exceptions to the extent that such liability is attributable to  
17 CONTRACTOR's failure to perform under this Agreement.

18 ~~24.5~~25.5 Evaluation Studies

19 ~~24.5.1~~25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in  
20 research and/or evaluative studies designed to show the effectiveness and/or efficiency of  
21 CONTRACTOR's services or provide information about CONTRACTOR's project.

22 ~~25.26.~~ PERSONNEL DISCLOSURE

23 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services  
24 through this Agreement, paid and unpaid, including those identified in Paragraph 12 of Exhibit A  
25 (hereinafter referred to as "Personnel").

26 ~~25.1~~26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list  
27 of all Personnel providing services hereunder, including résumés and job applications. Changes  
28 to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a

1 résumé and/or job application. The list shall include:

2 ~~25.1.1~~26.2.1 Names and dates of birth of all Personnel by title~~full or part-time~~  
3 ~~personnel by title, including volunteer personnel~~, whose direct services are required to provide the  
4 programs described herein;

5 ~~25.1.2~~26.2.2 A brief description of the functions of each position and the hours  
6 each person works each week, or for part-time Personnel, each day or month, as appropriate;

7 ~~25.1.3~~26.2.3 The professional degree, if applicable, and experience required for  
8 each position; and

9 ~~25.1.4~~26.2.4 The language skill, if applicable, for all Personnel.

10 ~~25.2~~26.3 Where authorized by law, and in a manner consistent with California  
11 Government Code §12952, CONTRACTOR~~CONTRACTOR's employment applications~~ shall  
12 require prospective Personnel~~applicants~~ to provide detailed information regarding the conviction  
13 of a crime, by any court, for offenses other than minor traffic offenses. Information ~~not disclosed~~  
14 ~~in the employment application~~ discovered subsequent to the hiring or promotion of any prospective  
15 Personnel~~applicant~~ shall be cause for termination ~~of that employee~~ from the performance of  
16 services under this Agreement.

17 ~~25.3~~26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
18 COUNTY, a clearance on the following public websites of the names and dates of birth for all  
19 Personnel~~employees and/or volunteers~~ who will have direct, interactive contact with CLIENTS  
20 served through this Agreement: U.S. Department of Justice National Sex Offender Website  
21 ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

22 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
23 a criminal record background check on all Personnel~~employees (direct service and administrative)~~  
24 ~~funded through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.)~~  
25 who will have direct, interactive contact with CLIENTS served through this  
26 Agreement. Background checks conducted through the California Department of Justice shall  
27 include a check of the California Central Child Abuse Index, when applicable. Candidates will  
28 satisfy background checks consistent with this Paragraph and their performance of services under



1 this Agreement.

2 ~~25.4~~26.6 CONTRACTOR shall ensure that clearances and background checks  
3 described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel  
4 providing services under this Agreement.

5 ~~25.5~~26.7 In the event a record is revealed through the processes described in  
6 Subparagraphs 26.4 and 26.5 above, COUNTY will be available to consult with CONTRACTOR  
7 on appropriateness of Personnel providing services through this Agreement.

8 ~~25.6~~26.8 CONTRACTOR warrants that all Personnel~~persons employed or otherwise~~  
9 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work  
10 records and/or reference checks indicating their ability to perform the required duties and accept  
11 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain  
12 records of background investigations and reference checks undertaken and coordinated by  
13 CONTRACTOR for Personnel~~each employee and/or volunteer~~ assigned to provide services under  
14 this Agreement, for a minimum of five (5) years from the date of final payment under this  
15 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is  
16 later, in compliance with all applicable laws.

17 ~~25.7~~26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
18 the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
19 Personnel~~paid employee and/or volunteer staff~~ performing services under this Agreement, when  
20 such information becomes known to CONTRACTOR. ADMINISTRATOR may determine  
21 whether such Personnel~~employee and/or volunteer~~ may continue to provide services under this  
22 Agreement and shall provide notice of such determination to CONTRACTOR in writing.  
23 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
24 material breach of this Agreement, pursuant to Paragraph 19 above.

25 ~~25.8~~26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
26 Personnel~~staff~~ performing work hereunder, and any proposed changes in CONTRACTOR's  
27 Personnel~~staff~~.

28 ~~25.9~~26.11 COUNTY shall have the right to require CONTRACTOR to remove any



1 ~~Personnel~~employee from the performance of services under this Agreement. At the request of  
 2 COUNTY, CONTRACTOR shall immediately replace said Personnel.

3 ~~25.10~~26.12 CONTRACTOR shall notify COUNTY immediately when ~~Personnel~~staff  
 4 is terminated for cause from working on this Agreement.

5 ~~25.11~~26.13 Disqualification, if any, of CONTRACTOR ~~Personnel~~staff, pursuant to this  
 6 Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance  
 7 with the terms and conditions of this Agreement.

8 ~~26.27.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

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

23 ~~27.~~ ~~ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

24 ~~27.1~~ ~~In order to comply with child support enforcement requirements of COUNTY,~~  
 25 ~~CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of~~  
 26 ~~this Agreement:~~

- 27 ~~(a)~~ ~~in the case of an individual contractor, his/her name, date of birth, Social Security~~  
 28 ~~number and residence address;~~

~~(b) 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;~~

~~(c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and~~

~~(d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

~~27.2 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~27.3 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.~~

~~##~~

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~~volunteers, consultants or agents~~ 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~~employee, volunteer, consultant or agent~~ to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and

1 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
2 forth in Section 15630 of the WIC, and ~~shall~~<sup>will</sup> comply with the provisions of these code sections,  
3 as they now exist or as they may hereafter be amended.

4 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
5 LAW

6 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely  
7 Surrendered Baby Law, its implementation in Orange County, and where and how to safely  
8 surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing  
9 purposes. The information shall be posted in all reception areas where CLIENTS are served.

10 30. CONFIDENTIALITY

11 30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
12 ~~WIC Sections 827 and 10850-10853~~, the CDSS MPP, Division 19-000, and all other provisions of  
13 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may  
14 now exist or be hereafter amended.

15 30.2 All records and information concerning any and all persons referred to  
16 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
17 by CONTRACTOR and CONTRACTOR's employees, ~~volunteers~~, agents, subcontractors, and all  
18 other individuals performing services under this Agreement. CONTRACTOR shall require all of  
19 its employees, ~~volunteers~~, agents, subcontractors, and all other individuals performing~~partners~~  
20 ~~who may provide services for CONTRACTOR~~ under this Agreement to sign an agreement with  
21 CONTRACTOR before commencing the provision of any such services, agreeing to maintain  
22 confidentiality pursuant to State and federal law and the terms of this Agreement~~to maintain the~~  
23 ~~confidentiality of any and all materials and information with which they may come into contact,~~  
24 ~~or the identities or any identifying characteristics or information with respect to any and all~~  
25 ~~participants referred to CONTRACTOR by COUNTY, except as may be required to provide~~  
26 ~~services under this Agreement or to those specified in this Agreement as having the capacity to~~  
27 ~~audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply~~  
28 ~~with any audits specified in Paragraph 24, provide reports and any other information required by~~

1 ~~COUNTY in the administration of this Agreement, and as otherwise permitted by law.~~

2 30.3 CONTRACTOR shall inform all of its employees, ~~volunteers,~~ agents,  
3 subcontractors, and all other individuals performing services under this Agreement~~partners~~ of this  
4 provision and that any person violating the provisions of said California state law may be guilty  
5 of a crime.

6 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
7 to the confidentiality requirements of this Agreement.

8 31. SECURITY

9 31.1 Security Requirements

10 31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
11 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
12 confidentiality that currently exists or exists at any time during the term of this Agreement.  
13 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
14 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
15 private and confidential CLIENT information, to protect against anticipated threats to the security  
16 or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to  
17 or use of COUNTY data. Such safeguards and controls shall include at a minimum:

18 31.1.1.1 Storage of confidential paper files that ensures records are  
19 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

20 31.1.1.2 Control of access to physical and electronic records to ensure  
21 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
22 services.

23 31.1.1.3 Control to prevent unauthorized access and to prevent  
24 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

25 31.1.1.4 Firewall protection.

26 31.1.1.5 Use of encryption methods of electronic COUNTY data while in  
27 transit from CONTRACTOR networks to external networks, when applicable.

28 31.1.1.6 Measures to securely store all COUNTY data, including, but not

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

### 6 31.2 Security Breach Notification

7 31.2.1 CONTRACTOR shall have policies and procedures in place for the  
8 effective management of Security Breaches, as defined below. In the event of any actual,  
9 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
10 experiences or learns of that either compromises or could reasonably be expected to comprise  
11 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
12 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
13 notification, CONTRACTOR shall, at its own expense, immediately:

14 31.2.1.1 Investigate to determine the nature and extent of the Security  
15 Breach.

16 31.2.1.2 Contain the incident by taking necessary action, including, but  
17 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
18 security.

19 31.2.1.3 Report to COUNTY the nature of the Security Breach, the  
20 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
21 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect  
22 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
23 take to prevent future similar unauthorized use or disclosure.

24 31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
25 determine what actions are necessary in response to the Security Breach and who will perform  
26 these actions. Actions may include, but are not limited to: notifications; investigation and  
27 remediation costs, including notification of all whose personal information was disclosed; outside  
28 investigation; forensics; counsel; crisis management; and credit monitoring. In the event

1 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
2 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
3 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
4 required actions.

5 31.32. COPYRIGHT ACCESS

6 The U.S. Department of Health and Human Services, ~~the CDSS~~, and COUNTY will have  
7 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and  
8 hereafter, all material developed under this Agreement, including those covered by copyright.

9 32.33. WAIVER

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

16 34. SERVICES DURING EMERGENCY AND/OR DISASTER

17 34.1 CONTRACTOR acknowledges that service usage may surge during or after an  
18 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
19 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
20 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
21 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
22 described above may require resources or support beyond the local government's capability and  
23 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
24 council, county board of supervisors, or state) and may be declared at the federal level by the  
25 President of the United States.

26 34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
27 service delivery in a manner that assists COUNTY in meeting the needs of CLIENTS COUNTY  
28 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may

1 include, but are not limited to: providing services at different location(s), assigning staff to work  
 2 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
 3 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
 4 prioritizing services for staff as requested by COUNTY.

5 34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
 6 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
 7 With the exception of overtime hours which require pre-authorization, reimbursement of ordinary  
 8 expenditures provided during or after an emergency/disaster shall be calculated by the same rates  
 9 that apply during non-emergency/disaster conditions.

10 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

11 ~~33. — PETTY CASH~~

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

14 ~~34. — PUBLICITY~~

15 ~~34.1 Information and solicitations, prepared and released by CONTRACTOR,~~  
 16 ~~concerning the services provided under this Agreement shall state that the program, wholly or in~~  
 17 ~~part, is funded through COUNTY, State and Federal government.~~

18 ~~34.2 — CONTRACTOR shall not disclose any details in connection with this Agreement~~  
 19 ~~to any person or entity except as may be otherwise provided hereunder or required by law.~~  
 20 ~~However, in recognizing CONTRACTOR's need to identify its services and related CLIENTs to~~  
 21 ~~sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this~~  
 22 ~~Agreement within the following conditions:~~

23 ~~34.2.1 CONTRACTOR shall develop all publicity material in a professional~~  
 24 ~~manner; and~~

25 ~~34.2.2 During the term of this Agreement, CONTRACTOR shall not, and shall not~~  
 26 ~~authorize another to, publish or disseminate any commercial advertisements, press releases, feature~~  
 27 ~~articles, or other materials using the name of COUNTY without the prior written consent of~~  
 28 ~~COUNTY. COUNTY shall not unreasonably withhold written consent.~~



1           ~~34.3~~35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.  
 2 The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
 3 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
 4 without COUNTY's prior written consent is expressly prohibited.

5 ~~35.~~ COUNTY RESPONSIBILITIES

6           ~~ADMINISTRATOR will provide consultation and technical assistance and will monitor~~  
 7 ~~performance of~~ CONTRACTOR may develop and publish information related to ~~in meeting the~~  
 8 ~~terms of~~ this Agreement where all of the following conditions are satisfied:

9           35.1.1 ADMINISTRATOR provides its written approval of the content and  
 10 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
 11 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

12           35.1.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
 13 a statement that the program, wholly or in part, is funded through federal government funds;

14           35.1.3 The information does not give the appearance that the COUNTY, its  
 15 officers, employees, or agencies endorse:

16                   35.1.3.1 Any commercial product or service; and

17                   35.1.3.2 Any product or service provided by CONTRACTOR, unless  
 18 approved in writing by ADMINISTRATOR; and

19           35.1.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
 20 or other publicly available social media sites) to publish information related to this Agreement,  
 21 CONTRACTOR shall develop social media policies and procedures and have them available to  
 22 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
 23 and Procedures as they pertain to any social media developed in support of the services described  
 24 within this Agreement. The policy is available on the Internet at  
 25 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

26 ~~36.~~ REFERRALS

27           ~~CONTRACTOR shall provide services to Clients referred by ADMINISTRATOR.~~

28 ~~37.~~36. REPORTS



1           ~~37.1~~36.1 CONTRACTOR shall provide information deemed necessary by  
2 ADMINISTRATOR to complete any State-required reports related to the services provided under  
3 this Agreement.

4           ~~37.2~~36.2 CONTRACTOR shall maintain records and submit reports containing such  
5 data and information regarding the performance of CONTRACTOR's services, costs, or other data  
6 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
7 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
8 written notice to CONTRACTOR.

9           ~~38.~~ ENERGY EFFICIENCY STANDARDS

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

12           ~~39.~~37. ENVIRONMENTAL PROTECTION STANDARDS

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

18           ~~39.1~~37.1 No facility to be utilized in the performance of the proposed grant has been  
19 listed on the EPA List of Violating Facilities;

20           ~~39.2~~37.2 It will notify COUNTY prior to award of the receipt of any communication  
21 from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized  
22 for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

23           ~~39.3~~37.3 It will notify COUNTY and EPA about any known violation of the above  
24 laws and regulations.

25           ~~40.~~38. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
26 CERTAIN FEDERAL TRANSACTIONS

27           CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant  
28 to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the

1 | [Office of Management and Budget \(OMB\)](#) and published in the Federal Register dated December  
2 | 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually  
3 | understood that any contract which utilizes federal monies in excess of \$100,000 must contain,  
4 | and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR  
5 | that cites the following:

6 |           The definitions and prohibitions contained in the clause at Federal Acquisition  
7 | Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions,  
8 | included in this solicitation, are hereby incorporated by reference in Subparagraph B of this  
9 | certification.

10 |           The offeror, by signing its offer, hereby certifies to the best of his or her knowledge  
11 | and belief as of December 23, 1989, that

12 |           1)     No federal appropriated funds have been paid or will be paid to any  
13 | person for influencing or attempting to influence an officer or employee of any agency, a Member  
14 | of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
15 | or her behalf in connection with the awarding of any federal contract, the making of any federal  
16 | grant, the making of any federal loan, the entering into of any cooperative agreement, and the  
17 | extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan  
18 | or cooperative agreement;

19 |           2)     If any funds other than federal appropriated funds (including profit  
20 | or fee received under a covered federal transaction) have been paid, or will be paid, to any person  
21 | for influencing or attempting to influence an officer or employee of any agency, a Member of  
22 | Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or  
23 | her behalf in connection with this solicitation, the offeror shall complete and submit with its offer,  
24 | OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

25 |           3)     He or she will include the language of this certification in all  
26 | subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
27 | \$100,000 shall certify and disclose accordingly.  
28 |

1 Submission of this certification and disclosure is a prerequisite for making or  
2 entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an  
3 expenditure prohibited under this provision or who fails to file or amend the disclosure form to be  
4 filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and  
5 not more than \$100,000, for each such failure.

6 ~~41.39.~~ POLITICAL ACTIVITY

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

10 ~~42.40.~~ TERMINATION PROVISIONS

11 ~~42.140.1~~ ADMINISTRATOR may terminate this Agreement without penalty,  
12 immediately with cause or after thirty (30) days written notice without cause, unless otherwise  
13 specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be  
14 limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud  
15 on the part of CONTRACTOR, discontinuance of the services for reasons within  
16 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY  
17 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of  
18 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise  
19 by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all  
20 further obligations under this Agreement.

21 ~~42.240.2~~ For ninety (90) calendar days prior to the expiration date of this Agreement,  
22 or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
23 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, ~~active~~-case  
24 records, and pertinent documents. The Transition Period may be modified as agreed upon in  
25 writing by the parties. During the Transition Period, service and data access shall continue to be  
26 made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in  
27 extracting and/or transitioning all data in the format determined by COUNTY.

28 ~~42.340.3~~ In the event of termination of this Agreement, cessation of business by

1 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
2 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
3 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
4 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
5 Agreement.

6 ~~42.4~~40.4 The obligations of COUNTY under this Agreement are contingent upon the  
7 availability of federal and/or State funds, as applicable, for the reimbursement of  
8 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
9 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
10 remains in effect or operation. In the event that such funding is terminated or reduced,  
11 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
12 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR  
13 ~~shall~~will be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with  
14 written notification of such determination. CONTRACTOR shall immediately comply with  
15 ADMINISTRATOR's decision.

16 ~~42.5~~40.5 If any term, covenant, condition, or provision of this Agreement or the  
17 application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this  
18 Agreement shall remain in full force and effect and shall in no way be affected, impaired, or  
19 invalidated thereby.

#### 20 ~~43.~~41. GOVERNING LAW AND VENUE

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

#### 28 ~~44.~~42. SIGNATURE IN COUNTERPARTS

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

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

8           ///

9           ///

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28          ///

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
NAHLA KAYALI CHAIRWOMAN  
EXECUTIVE DIRECTOR ~~KHOULOU~~ ~~BUSTAMI~~  
~~CHAIRWOMAN~~  
~~BOARD PRESIDENT~~ OF THE BOARD OF SUPERVISORS  
ACCESS CALIFORNIA SERVICES COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

~~By: \_\_\_\_\_~~  
~~MINZAH MALIK~~  
~~BOARD SECRETARY~~  
~~ACCESS CALIFORNIA SERVICES~~

~~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  
 ACCESS CALIFORNIA SERVICES  
 FOR THE PROVISION OF  
 REFUGEE SOCIAL SERVICES  
 AND  
 REFUGEE HEALTH SERVICES

1. POPULATION TO BE SERVED

~~1.1~~ — CONTRACTOR shall provide services to refugees referred by Social Services Agency (SSA). ~~individuals who qualify as “Afghan or Iraqi alien granted Special Immigration Status (SIV) under section 101(a) (27) of the Immigration and Nationality Act (INA),” “Refugees include any ,” “Asylees,” “Cuban and Haitian Entrants,” “Amerasians,” “Trafficking Victims,” and “Parolees” as defined below. The population to be served will collectively be referred to as “CLIENTs.”~~

~~1.2~~ — ~~Afghan or Iraqi alien granted Special Immigration Status (SIV) under section 101(a) (27) of the INA: Afghan and Iraqi Special Immigrants are displaced persons from Afghanistan and Iraq admitted to the U.S. with Special Immigrant Visas (SIVs). These Afghans and Iraqis were employed by or assisted the U.S. Armed Forces with translation and other services.~~

~~1.3~~ — Amerasians: ~~Persons born in Vietnam after January 1, 1962, and before January 1, 1976, and fathered by a U.S. citizen. The Amerasian’s mother, her spouse, her other children or someone who has acted as the Amerasian’s mother, father or next of kin (and the spouse and children of that person who.) are also included in this category. These CLIENTs are admitted to the U.S. as immigrants pursuant to Section 584 of the Foreign Operations, Export Financing, and~~

1 ~~Related Programs Appropriations Act of 1988 as contained in Section 101(e) of Public Law 100-~~  
 2 ~~202 and amended by the 9<sup>th</sup> proviso under Migration and Refugee Assistance in Title II of the~~  
 3 ~~Foreign Operations, Export Financing, and Related Programs Appropriations Act of 1989 (Pub. L.~~  
 4 ~~No. 100-461 as amended).~~

5 ~~1.4.1.1 Asylees: Persons as defined in the Immigration and Nationality Act (INA), 101 (1)~~  
 6 ~~(a) (42); 8 USC 1101 (a) (42) (a). An asylee is a person who travels on his/her own to the U.S.,~~  
 7 ~~and applies for and is granted “asylum” status by the U.S. Citizenship and Immigration Services,~~  
 8 ~~which allows them to remain in the U.S. An asylee also meets the refugee definition as a person~~  
 9 ~~having no nationality, is outside his or herof the country of nationality or habitual residence and in~~  
 10 ~~which that person habitually resided, “and who is unable or unwilling to return to or seek , and is~~  
 11 ~~unable or unwilling to avail himself or herself of the protection of that country due to because of~~  
 12 ~~persecution or a well-founded fear of persecution based on ~~account of~~ race, religion, nationality,~~  
 13 ~~membership in a particular social group, or political opinion, as defined in Title 8 United States~~  
 14 ~~Code (USC) § 1101 (a) (42). ~~.” Asylees must be at least eighteen (18) years of age and not full-~~~~  
 15 ~~time students in primary or secondary school.~~

16 1.2 CONTRACTOR shall also serve victims of human trafficking as defined under the  
 17 Trafficking and Crime Victim Assistance Program.

18 1.4.1—If there are openings after all SSA referred CLIENTS have been served,  
 19 CONTRACTOR shall also serve non-Cuban and Haitian Entrants: Defined under 45 CFR 401.2  
 20 as: (a) any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted  
 21 any other special status subsequently established under the immigration laws for nationals of Cuba  
 22 and Haiti, regardless of the status of the individual at the time assistance or services are provided;  
 23 and (b) any other national of Cuba or Haiti (1) who: (i) was paroled in the U.S. and has not yet  
 24 acquired any other status under the INA; (ii) is the subject of exclusion or deportation proceedings  
 25 under the INA; or (iii) has an application for asylum pending with the U.S. Citizenship and  
 26 Immigration Services; and (2) with respect to whom a final, non appealable, and legally  
 27 enforceable order of deportation or exclusion has not been entered.

28 ~~1.4.2 Refugees: Persons as defined in 8 USC 1101 (a) (42) (A). A refugee is a~~



1 ~~“person who is outside any country of such person’s nationality or, in the case of a person having~~  
 2 ~~no nationality, is outside any country in which such persons habitually resided, and who is unable~~  
 3 ~~or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of,~~  
 4 ~~that country because of persecution or a well-founded fear of persecution on account of race,~~  
 5 ~~religion, nationality, membership of a particular social group, or political opinion.”~~ Refugees must  
 6 ~~be at least eighteen (18) years of age and not full-time students in primary or secondary schools.~~

7 ~~1.4.3 Trafficking Victims: Adults who have been certified under the Trafficking~~  
 8 ~~Protection Act of 2000 by the Office of Refugee Settlement (ORR) as having experienced severe~~  
 9 ~~forms of trafficking. Severe forms of trafficking is defined as: (A) sex trafficking in which a~~  
 10 ~~commercial sex act is induced by force, fraud or coercion, (B) the recruitment, harboring,~~  
 11 ~~transportation, provision, or obtaining of a person for labor or services, through the use of force,~~  
 12 ~~fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage,~~  
 13 ~~or slavery. Family members accompanying/following to join victims of a severe form of~~  
 14 ~~trafficking, who have been granted nonimmigrant visas under 8 USC 1101(a)(15)(T)(ii), are~~  
 15 ~~eligible to the same benefits and services as refugees.~~

16 ~~Trafficking and Crime Victims Assistance Program (TCVAP) eligible-aided refugees, defined as~~  
 17 ~~CLIENTS who have been granted refugee or and non-aided individuals may receive Refugee~~  
 18 ~~Resettlement Program benefits and services to the same extent as refugees prior to receiving~~  
 19 ~~certification by ORR.~~

20 ~~##~~

21 ~~1.4.4 Individuals paroled as refugees under section 212(d) (5) under the~~  
 22 ~~Immigration and Nationality Act (INA): Paroled as a refugee-related status by the is a category~~  
 23 ~~of parole, however, these individuals do not have refugee status and are not admitted to the United~~  
 24 ~~States US Citizenship and Immigration Services (USCIS) in refugee status but rather parolees, and~~  
 25 ~~may receive Refugee Resettlement Program benefits and services to the same extent as refugees.~~

26 ~~1.5 — It is mutually understood that only CLIENTs who have resided in the United States~~  
 27 ~~(U.S.) for less than sixty (60) months, but do not five (5) years are eligible to receive services~~  
 28 ~~under the Refugee Social Services (RSS) program, unless ADMINISTRATOR is granted a waiver~~

1 by the Office of Refugee Resettlement (ORR), which will permit ADMINISTRATOR to serve  
 2 CLIENTs who have not obtained citizenship, regardless of length of residency in the U.S.

3 ~~2. — PROGRAM GOALS~~

4 It is mutually understood that the primary objective of the RSS program is to foster the  
 5 CLIENT's/Family's well-being by providing mentoring, employment, and supportive services that  
 6 will assist with refugee resettlement. These services support CLIENTs in retaining employment  
 7 and/or obtaining a higher paying job, thus assisting CLIENTs in moving towards self-sufficiency.

8 ~~3. — DEFINITIONS~~

9 ~~3.1 — CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997~~  
 10 ~~as described in WIC, Section 11200 et seq.~~

11 ~~3.2 — Employment Support Services/Job Retention Services: Services provided to~~  
 12 ~~increase the likelihood of securing employment, retaining employment, and increasing income,~~  
 13 ~~thereby reducing assistance payments and recidivism, while promoting Family stability and~~  
 14 ~~economic self-sufficiency.~~

15 ~~3.3 — Employment Preparation Workshops (EPW): Provides techniques to enhance~~  
 16 ~~employability through group presentations and individual support in coaching and development of~~  
 17 ~~interviewing skills, resume writing and application assistance, access to job leads, employer~~  
 18 ~~recruitments, and Job Fairs, one-on-one coaching, and employability assessments, Employment~~  
 19 ~~preparation shall include access to employment directed resources such as computers, copy and~~  
 20 ~~fax machines, telephones, computer training, and workplace acculturation training to address~~  
 21 ~~certain employment related social adjustment topics.~~

22 ~~3.4 — English Language Training (ELT): An instruction course, in English, for non-native~~  
 23 ~~English speakers with an emphasis on acquisition of survival and employment related reading,~~  
 24 ~~writing, listening, and speaking skills.~~

25 ~~3.5 — Ethnic Community Based Organizations (ECBOs): Community based~~  
 26 ~~organizations established and operated by current or former refugees. The main focus of these~~  
 27 ~~organizations is to provide assistance to other refugees.~~

28 ~~3.6 — Family: CLIENT and his/her relatives living in the same household, or a married~~

1 couple.

2 ~~3.7 — Family Self-Sufficiency Plan (FSSP): A plan that not only focuses on tangible~~  
 3 ~~barriers to employment but also incorporates other areas of potential need. The Plan addresses a~~  
 4 ~~CLIENT's/Family's need for employment-related services, as well as the need for other social~~  
 5 ~~services, and includes: (1) a determination of the total amount of income a particular Family would~~  
 6 ~~need to earn to exceed its Refugee Cash Assistance (RCA) and move into self-sufficiency without~~  
 7 ~~suffering a monetary penalty; (2) a strategy and timetable for obtaining that level of Family income~~  
 8 ~~through the placement in employment of sufficient numbers of employable Family members at~~  
 9 ~~sufficient wage levels; and, (3) employability plans for members of the same Family that are part~~  
 10 ~~of the Family Self-Sufficiency Plan.~~

11 ~~3.8 — Job Placement: The entry of CLIENTs into unsubsidized employment.~~

12 ~~3.9 — Job Ready: Individuals who possess the language skills to meet the~~  
 13 ~~eligibility minimum requirements to receive Refugee Cash Assistance (RCA), referred look for and~~  
 14 ~~accept employment, possess a Social Security number, and Employment Authorization Document~~  
 15 ~~(EAD) which is authorization to accept employment in the US.~~

16 ~~3.10 — Job Search Assistance: Services that provide the CLIENT with training to learn~~  
 17 ~~basic job-seeking and interviewing skills, to understand employer expectations, and to learn skills~~  
 18 ~~designed to enhance an individual's capacity to move toward self-sufficiency.~~

19 ~~3.11 — Job Search: An activity in which the CLIENT's principal activity is to seek~~  
 20 ~~employment.~~

21 ~~3.12 — Mandatory Referrals: CLIENTs receiving RCA who are required to participate in~~  
 22 ~~an employment services program in order to continue to receive RCA.~~

23 ~~3.13 — Mandatory Work Registration and Sanctioning System: Requirements in the CDSS~~  
 24 ~~County Refugee Program Guidelines for RSS, used for determining eligibility for RCA,~~  
 25 ~~determining if a CLIENT must be considered a Mandatory Referral for Employment Services,~~  
 26 ~~explaining to a CLIENT his/her rights and responsibilities, and determining procedures when a~~  
 27 ~~CLIENT is not participating or not cooperating. The County Refugee Program Guidelines for RSS~~  
 28 ~~can be found at:~~

<http://www.cdss.ca.gov/refugeeprogram/res/pdf/CountyGuidelines/06Guidelines.pdf>

~~3.14 On-the-Job-Training (OJT): Subsidized employment in which a CLIENT receives job skills training from an employer. At the end of the training it is expected that the CLIENT will be retained by the employer.~~

~~3.15 Other Employability Services: Employability assessment, child care, transportation, and interpretation/translation.~~

~~3.16 Part-Time Placement: RCA recipients working less than thirty-two (32) hours per week.~~

~~3.171.3 Refugee Cash Assistance (RCA): An assistance program administered by state public and private agencies and self-referrals. welfare programs for newly arrived CLIENTs who do not meet the eligibility requirements for CalWORKs assistance or Supplemental Security Income (SSI).~~

1.4 The population to be served as defined in this Paragraph shall hereinafter be referred to as "CLIENT(S)."

## 2. WORKLOAD STANDARDS

~~3.18 Resettlement Agency (RA): A local community agency, which provides resettlement assistance and services to eligible CLIENTs.~~

~~3.19 Vocational English as a Second Language (VESL): English language instruction that provides the CLIENT with the language skills needed to seek, obtain, and maintain employment.~~

## ~~4. SERVICE DELIVERY MODEL~~

### ~~4.12.1~~ Program Objectives

~~4.1.12.1.1~~ Refugee Social Services (RSS) is the process by which a Case Manager works directly with the CLIENT to assess the CLIENT's education, work experience and vocational skills, and subsequently determines the appropriate means for the CLIENT to obtain employment as quickly as possible.

~~4.1.22.1.2~~ The Case Manager provides social work and employment related services to CLIENTS consistent with best practices that will assist CLIENTS in obtaining

1 employment and address any barriers that may prevent them from achieving or maintaining  
2 economic self-sufficiency.

3 4.2.2.2 Principles

4 CONTRACTOR shall:

5 2.2.1 Accept all referrals for RSS from SSA.

6 2.2.2 Initiate RSS with one-hundred percent (100%) of CLIENTS referred by  
7 SSA within thirty (30) days of receipt of the referral.

8 2.2.3 Provide a disposition to SSA regarding each referral received from SSA,  
9 based on criteria established by the County, within thirty (30) days from the date the referral is  
10 received.

11 4.2.12.2.4 Ensure services are conducted in a manner responsive to literacy,  
12 language, and socio-cultural issues that may impact CLIENTS.

13 2.2.5 Employ staff that will meet the language and cultural needs of the CLIENTS  
14 served under this Agreement.

15 4.2.2.2.6 Train staff in cultural differences to ensure their ability to recognize  
16 and help CLIENTS who demonstrate language and/or cultural barriers to employment, including  
17 resistance to pursuing employment in occupations that may be perceived as nontraditional.

18 4.2.32.2.7 Identify and be cognizant of the barriers related to domestic  
19 violence, mental health, and/or substance use issues, and provide services or make the appropriate  
20 referrals to address the barriers.

21 4.2.42.2.8 Ensure CLIENTS are actively referred to needed services and  
22 follow-up to ensure the referral(s) was/were successful.

23 4.2.52.2.9 Ensure opportunities are maximized to provide integrated,  
24 coordinated, and easily accessible resources for CLIENTS.

25 4.2.62.2.10 Ensure services are community-based and ~~provide~~ integrate ~~services~~  
26 ~~that coordinate~~ federal, State, and community funding opportunities.

27 4.2.72.2.11 Identify CLIENT's strengths utilizing motivational and strength-  
28 based interviewing techniques.

1 ~~4.2.8~~2.2.12 Ensure services are outcome-driven and identify indicators that  
2 accurately reflect progress towards outcomes identified in Paragraph 5 of this Exhibit.

3 ~~5.3.~~ HOURS OF OPERATION

4 ~~5.13.1~~ CONTRACTOR shall provide ~~services during~~service hours that are responsive to  
5 the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,  
6 CONTRACTOR ~~shall~~must provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m.,  
7 except COUNTY holidays as established by the Orange County Board of Supervisors. However,  
8 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

9 3.2 CONTRACTOR shall provide a designated staff available to provide support for  
10 employment assistance outside of regular business hours as needed.

11 ~~5.23.3~~ CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
12 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
13 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
14 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
15 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's  
16 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit. Any unauthorized  
17 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 of this  
18 Agreement, and shall not be reimbursed.

19 ~~5.3 — 2017 through September 30, 2018:~~

20 ~~5.3.1 — A minimum of forty percent (40%) of all unduplicated CLIENTs (aided and~~  
21 ~~non-cash aided) identified in Subparagraph 6.1.1 are placed in either full time or part time~~  
22 ~~employment.~~

23 ~~5.3.2 — A minimum of sixty percent (60%) of all unduplicated Job Ready CLIENTs~~  
24 ~~(aided and non-cash aided) identified in Subparagraph 6.1.1 are placed in either full time or part~~  
25 ~~time employment.~~

26 ~~5.3.3 — A minimum of eighty-five percent (85%) of the unduplicated CLIENTs~~  
27 ~~identified in Subparagraph 5.1.1 and 5.1.2 retain employment for ninety (90) days.~~

28 ~~5.3.4 — A minimum of twenty percent (20%) of the total unduplicated CLIENTs~~

1 ~~identified in Subparagraph 5.1.1 and 5.1.2 obtain an average wage of at least eighteen percent~~  
2 ~~(18%) above the prevailing California minimum wage.~~

3 ~~5.4 — For the period of October 1, 2018 through September 30, 2019:~~

4 ~~5.4.1 — A minimum of forty five percent (45%) of the all unduplicated CLIENTs~~  
5 ~~(aided and non-cash aided) identified in Subparagraph 6.1.1 are placed in either full time or part~~  
6 ~~time employment.~~

7 ~~5.4.2 — A minimum of sixty five percent (65%) of all unduplicated Job Ready~~  
8 ~~CLIENTs (aided and non-cash aided) identified in Subparagraph 6.1.1 are placed in either full~~  
9 ~~time or part time employment.~~

10 ~~5.4.3 — A minimum of eighty five percent (85%) of the unduplicated CLIENTs~~  
11 ~~identified in Subparagraph 5.2.1 and 5.2.2 retain employment for ninety (90) days.~~

12 ~~5.4.4 — A minimum of twenty percent (20%) of the total unduplicated CLIENTs~~  
13 ~~identified in Subparagraph 5.2.1 and 5.2.2 obtain an average wage of at least eighteen percent~~  
14 ~~(18%) above the prevailing California minimum wage.~~

15 ~~5.5 — For the period of October 1, 2019 through September 30, 2020:~~

16 ~~5.5.1 — A minimum of fifty percent (50%) of the all unduplicated CLIENTs (aided~~  
17 ~~and non-cash aided) identified in Subparagraph 6.1.1 are placed in either full time or part time~~  
18 ~~employment.~~

19 ~~5.5.2 — A minimum of seventy percent (70%) of all unduplicated Job Ready~~  
20 ~~CLIENTs (aided and non-cash aided) identified in Subparagraph 6.1.1 are placed in either full~~  
21 ~~time or part time employment.~~

22 ~~5.5.3 — A minimum of eighty five percent (85%) of the unduplicated CLIENTs~~  
23 ~~identified in Subparagraph 5.3.1 and 5.3.2 retain employment for ninety (90) days.~~

24 ~~5.5.4 — A minimum of twenty percent (20%) of the total unduplicated CLIENTs~~  
25 ~~identified in Subparagraph 5.3.1 and 5.3.2 obtain an average wage of at least eighteen percent~~  
26 ~~(18%) above the prevailing California minimum wage.~~

27 ~~5.6 — ADMINISTRATOR, in its sole discretion, may require changes to the outcome~~  
28 ~~objectives stated above, to comply with any changes in law, or State or Federal regulations.~~



6.4. ~~SERVICES TO BE PROVIDED~~

4.1 ~~For the period of October 1,~~ CONTRACTOR shall prioritize the provision of RSS, pursuant to 45 CFR Part 400.147 and CDSS regulations, in the following order:

4.1.1 All newly arriving refugees during their first year in the U.S. who apply for services.

4.1.2 Refugees who are receiving cash assistance.

4.1.3 Unemployed refugees who are not receiving cash assistance.

4.1.4 Employed refugees in need of services to retain employment or to attain economic independence.

4.2 CONTRACTOR shall provide home visits by appointment for CLIENTS who are unable to visit the office.

4.3 CONTRACTOR shall provide onsite counseling services to respond to mental health challenges displayed by CLIENTS that are preventing them from fully engaging in RSS.

~~6.14.4~~ Employment Services

~~6.1.1 CLIENTS to be served will be non-cash and cash aided CLIENTS who have been in the U.S. for sixty (60) months or less. Pursuant to 45 CFR Part 400.147, priority for participation in services is as follows: 1) refugees during their first year in the U.S., 2) refugees receiving cash assistance, 3) unemployed refugees who are not receiving cash assistance, and 4) employed refugees who are in need of services to retain employment or attain economic independence. Cash aided CLIENTS are those CLIENTS in the Refugee Cash Assistance (RCA) Program. Those eligible for RCA are needy refugees without eligible minor children, who are not otherwise eligible for any other cash aid. CLIENTS may be eligible for eight (8) months of RCA. Mandatory Referrals must participate in refugee specific employment services and are eligible to receive other social services during the same 8 month period. These may include employability services, multi-leveled English language instruction, transportation, citizenship and employment authorization document assistance, translation/interpretation services, when necessary in connection with employment or participation in an employability service, and other services. The following description of Employment Services is applicable to RCA and the non-cash aided~~



populations.

~~6.1.2.4.1~~ 4.4.1 Intake and Assessment

CONTRACTOR shall:

~~6.1.2.14.4.1.1~~ 4.4.1.1 Accept and provide Employment Services to all CLIENTS referred by ADMINISTRATOR.

~~6.1.2.24.4.1.2~~ 4.4.1.2 Serve non-cash aided CLIENTS referred from public and private agencies, and self-referrals, if there are openings after all CLIENTS referred by ADMINISTRATOR have been served.

~~6.1.2.34.4.1.3~~ 4.4.1.3 Verify eligibility of CLIENTS for services by viewing and photocopying, as appropriate, resident alien cards, USCIS I-94 forms, asylum approval letters, trafficking victim federal certification letters, T(i) or T(ii) visas, drivers' licenses, and proof of residence in Orange County.

~~6.1.2.44.4.1.4~~ 4.4.1.4 Enroll all eligible CLIENTS into Employment Services.

~~6.1.2.54.4.1.5~~ 4.4.1.5 Provide registration verification, certification, and complete the necessary forms as required by ADMINISTRATOR.

~~6.1.2.64.4.1.6~~ 4.4.1.6 Assign a Case Manager to each CLIENT to assess his/her potential to obtain employment and develop a Family Self-Sufficiency Plan (FSSP). To the degree possible, CONTRACTOR shall assign all members of a family to one (1) Case Manager.

~~6.1.2.74.4.1.7~~ 4.4.1.7 Conduct an orientation of the program requirements for all CLIENTS in their native languages whenever possible and if not, in languages that CLIENTS understand, explaining public assistance (to cash aided CLIENTS), the established grievance procedures, the purpose of the refugee programs, the training and Employment Services available, and the employment focus and goal of these programs.

~~6.1.2.84.4.1.8~~ 4.4.1.8 Obtain information including, but not limited to, personal data, health status, work history, educational background, language proficiency, job skills, previous training received, length of time in the U.S., and barriers, if any, to training and employment.

~~6.1.2.94.4.1.9~~ 4.4.1.9 Explain the Mandatory Work Registration and Sanctioning

1 process to cash aided CLIENTS.

2 ~~6.1.2.10~~4.4.1.10 Encourage non-cash aided CLIENTS to follow the  
3 same sequence of services flow, if possible. However, since non-cash aided CLIENTS participate  
4 voluntarily, CLIENTS may opt to attend Employment Preparedness Workshops (EPW) ~~, instead~~  
5 ~~of following the service flow~~, prior to Job Placement.

6 ~~6.1.2.11~~4.4.1.11 Assess Employment Support Services needs such as,  
7 but not limited to, acculturation, household budgeting, housing, and nutritional concerns.

8 ~~6.1.2.12~~4.4.1.12 Administer an ADMINISTRATOR approved  
9 version of the Basic English Skills Test (BEST), an assessment that tests for reading and writing  
10 skills, to determine the individual's Student Performance Level (SPL).

11 ~~6.1.2.13~~4.4.1.13 Ensure that a cash aided CLIENT with a SPL lower  
12 than four (4) is enrolled in Vocational English as a Second Language (VESL) classes and also  
13 assigned to EPW and Job Counseling as described in Subparagraphs 4.4.2 and 4.4.3 below, in  
14 accordance with the FSSP.

15 ~~6.1.2.13.1~~4.4.1.13.1 A CLIENT with a SPL of four (4)  
16 shall be referred, as determined appropriate by CONTRACTOR, to VESL or the full range of  
17 Employment Services as described in Subparagraph of this Exhibit.

18 ~~6.1.2.13.2~~4.4.1.13.2 A CLIENT with a SPL level of five  
19 (5) or higher shall be referred for the full range of Employment Services, excluding VESL.

20 ~~6.1.2.13.3~~4.4.1.13.3 All CLIENTS with a SPL of five (5)  
21 or higher shall immediately start Job Search while attending EPW.

22 ~~6.1.2.14~~4.4.1.14 Provide an inclusive assessment of the CLIENT to  
23 design a comprehensive service strategy that not only focuses on tangible barriers to employment  
24 but also incorporates other areas of potential need.

25 ~~6.1.2.14.1~~4.4.1.14.1 This strategy will form the basis of  
26 the FSSP that addresses the CLIENT's needs from the time of arrival until the attainment of  
27 economic independence.

28 ~~6.1.2.14.2~~4.4.1.14.2 The FSSP should address the

CLIENT’s need for employment-related services as well as the need for other social services.

~~6.1.2.15~~4.4.1.15 Develop an individual employability plan for each CLIENT.

~~6.1.2.16~~4.4.1.16 Determine which of the services outlined in Paragraph 4 of this Exhibit, or other available services the CLIENT needs that support the FSSP, and include these services in the FSSP.

~~6.1.3~~4.4.2 EPW, Resources, and Transportation

CONTRACTOR shall:

~~6.1.3.14~~4.4.2.1 Provide multi-leveled EPW, a minimum of once a week for CLIENTS. Topics of workshops shall have prior approval by ADMINISTRATOR.

~~6.1.3.24~~4.4.2.2 Include additional workshop sessions to address employment related social adjustment topics such as different cultures in American society, cultural conflicts in the work place, housing, health care, legal services, vocational training, work safety, and employee's rights. To promote self-sufficiency, CONTRACTOR shall utilize guest speakers during the workshops to present best practices and experiences in the employment services process. Guest speakers shall be from Community-Based Organizations (CBO), and former CLIENTS.

~~6.1.3.34~~4.4.2.3 Establish access to a Resource Center, located at the facility as described in Subparagraph 7.1 of this Exhibit, for CLIENTS to practice skills learned in EPW. Resources shall include, but not be limited to, telephones, directories, newspapers, DVDs, videotapes, personal computers, internet access, recorders, and other tools to facilitate activities in practicing skills learned in EPW.

~~6.1.3.44~~4.4.2.4 ~~Assist with~~Provide transportation to interviews and job fairs, accompany CLIENTS to oversee completion of employment applications, and assist with translation during interviews as needed.

~~6.1.4~~4.4.3 Job Counseling and Job Search Assistance

CONTRACTOR shall:

~~6.1.4.14~~4.4.3.1 Provide Job Counseling and Job Search Assistance

1 concurrently to CLIENTS working Part-Time. CLIENTS receiving Job Counseling and Job  
2 Search Assistance may also be enrolled in vocational training.

3 ~~6.1.4.2~~ ~~CONTRACTOR shall:~~

4 ~~6.1.4.3~~4.4.3.2 Ensure CLIENTS employed less than thirty-two (32) hours  
5 per week are participating in additional Employment Services activities, in accordance with  
6 Subparagraph 4.4 of this Exhibit, provided that such services do not interfere with the CLIENT's  
7 job.

8 4.4.3.3 Develop a collaborative Job Search Assistance plan that requires  
9 CLIENTS to file a minimum of five (5) job applications per week with potential employers, and  
10 conduct a minimum of one (1) contact with CONTRACTOR per week. CLIENTS enrolled in  
11 VESL are exempt from the requirement of filing a minimum of five (5) job applications per week  
12 until they begin their fifth (5<sup>th</sup>) month of residency in the U.S. VESL CLIENTS can be provided  
13 job leads per Subparagraph 4.4.3.9 if their job and language skills meet the minimum requirements  
14 for the required job duties.

15 ~~6.1.4.4~~4.4.3.4 Maintain weekly contacts with CLIENTS in order to monitor  
16 Job Search efforts/outcomes.

17 ~~6.1.4.5~~4.4.3.5 Identify and address barriers to employment and monitor  
18 progress on a weekly basis.

19 ~~6.1.4.6~~4.4.3.6 Conduct weekly individualized support sessions to build  
20 CLIENT's confidence in applying and interviewing for jobs, discuss job search activities and  
21 experiences, and to provide new tips and strategies for approaching potential employers.

22 ~~6.1.4.7~~4.4.3.7 Provide personalized Job Search Assistance and Job  
23 Retention Services with ~~orientation and~~ awareness of the local job market and direction in locating  
24 job opportunities.

25 ~~6.1.4.8~~4.4.3.8 Provide Job Counseling to assist ~~partially~~ Part-Time (PT) or  
26 temporarily employed CLIENTS to upgrade to ~~full~~ Full-Time (FT) employment.

27 ~~6.1.4.9~~4.4.3.9 Provide job leads to increase skills and/or earnings.

28 ~~6.1.4.10~~ ~~Develop a Job Search Assistance plan that requires CLIENTs to~~

~~file a minimum of five (5) job applications per week with potential employers, and conduct a minimum of one (1) contact with CONTRACTOR per week. CLIENTS enrolled in VESL are exempt from the requirement of filing a minimum of five (5) job applications per week until they begin their fifth (5<sup>th</sup>) month of residency (?) in the U.S. VESL CLIENTS can be provided job leads per Subparagraph 4.2.4.8 if their job and language skills meet the minimum requirements for the required job duties.~~

#### ~~6.1.5~~4.4.4 Short-Term Skills Training (ST)

CONTRACTOR shall:

~~6.1.5.1~~4.4.4.1 Evaluate and refer CLIENTS for ST offered by providers such as adult education centers, regional occupational programs, and community colleges.

~~6.1.5.2~~4.4.4.2 Monitor CLIENTS attendance in training programs not provided by CONTRACTOR, including obtaining attendance records; and identify and address barriers to program completion.

~~6.1.5.3~~4.4.4.3 Document attendance and ensure ST programs do not exceed four (4) months in duration.

#### ~~6.1.6~~4.4.5 Job Development and Placement

CONTRACTOR shall:

~~6.1.6.1~~4.4.5.1 Provide CLIENTS with job leads and information regarding potential employers and prepare CLIENTS for job application completion and job interviews, including providing CLIENTS with clear expectations of potential job duties, and hours of employment to enhance successful job placement.

~~6.1.6.2~~4.4.5.2 Provide individualized services to CLIENTS at the Resource Center as described in Subparagraph 4.4.2.3 of this Exhibit.

~~6.1.6.3~~4.4.5.3 Secure and/or provide any necessary transportation to potential employment sites and interviews, exploring employer-sponsored car pools, placing family members in staggered shifts to alleviate transportation issues and identifying~~and developing~~ jobs accessible by public transportation.

~~6.1.6.4~~4.4.5.4 Serve as a liaison and support between CLIENTS and

1 employers.

2 ~~6.1.6.5~~4.4.5.5 Monitor CLIENTS during probationary period of  
3 employment, assess compatibility with employer, and assist CLIENTS with problem solving as  
4 needed.

5 ~~6.1.7.4~~4.4.6 Employment Support, Job Retention Services, and Other  
6 Employability Services

7 CONTRACTOR shall:

8 ~~6.1.7.14~~4.4.6.1 Provide the ~~following~~ Employment Support, Job Retention,  
9 and Other Employability Services for a period of up to twelve (12) months from employment date  
10 or until the termination of CONTRACTOR's agreement with ADMINISTRATOR, whichever  
11 occurs first.

12 ~~6.1.7.24~~4.4.6.2 Provide ~~individualized~~Individualized or group vocational  
13 counseling offered during regular business and non-business hours to meet the needs of employed  
14 CLIENTS and to assist them to retain employment, or to increase earning capacity by identifying  
15 opportunities for advancement, learning new skills, upgrading present skills, finding better paying  
16 jobs, replacing lost jobs, and helping ~~PT~~Part-Time employed CLIENTS to secure ~~full-time~~FT  
17 positions.

18 ~~6.1.7.34~~4.4.6.3 Provide ~~services~~Services that address issues and barriers to  
19 attaining self-sufficiency that may include, but are not limited to,~~range from~~ referral for resolution  
20 of behavioral health issues, facilitation of emergency services, and access to available community  
21 resources.

22 ~~6.1.7.44~~4.4.6.4 Provide ~~ongoing~~Ongoing support and translation services to  
23 CLIENT and employer to resolve problems ~~that the~~ CLIENTS may face at the work place such as  
24 conflicts with co-workers of different ethnic groups, maximize the effectiveness of the job  
25 placement, and help the CLIENT to maintain a positive image within the local labor market.

26 ~~6.1.7.54~~4.4.6.5 Follow-up by Contacting ~~all~~with employed CLIENTS after  
27 ~~their~~the first week of employment to determine their job satisfaction, to identify and help solve  
28 problems, and to ~~generally~~ provide further employment counseling.

1 ~~6.1.7.64.4.6.6~~ Follow up by Contacting all the CLIENTS after job  
 2 placement to determine retention and assess the CLIENT's progress towards the goal of self-  
 3 sufficiency within the following:

4 ~~6.1.7.6.14.4.6.6.1~~ ~~Conduct a follow up by~~ Contacting  
 5 the CLIENT(s)/~~family~~ thirty (30) and sixty (60) calendar days after placement to assess the  
 6 CLIENT's/~~Family's~~~~individual's~~/~~family's~~ progress toward ~~the goal of~~ self-sufficiency.

7 ~~6.1.7.6.24.4.6.6.2~~ Should a CLIENT lose his/her job, provide  
 8 supportive counseling to prevent the CLIENT from experiencing a sense of failure and to  
 9 encourage efforts to seek employment again.

10 ~~6.1.7.6.34.4.6.6.3~~ Contact the employers and/or CLIENT(s)  
 11 ninety (90) calendar days after placement to determine retention and assess the CLIENT's progress  
 12 toward ~~the goal of~~ self-sufficiency.

13 ~~6.1.7.6.44.4.6.6.4~~ After six (6) months ~~(180 days)~~ of  
 14 employment, CONTRACTOR shall ~~Employment Counselor will~~ contact both the employers ~~and as~~  
 15 ~~well as~~ the CLIENT ~~employee~~ to ensure the CLIENT(s) is making satisfactory progress in the job.  
 16 CONTRACTOR ~~Employment Counselor will~~ shall then complete the necessary paperwork, and  
 17 close the CLIENT's file, ~~the placement will have been successful~~ and report the outcome to the  
 18 ADMINISTRATOR SSA.

19 ~~6.1.7.74.4.6.7~~ Retain an active CLIENT's file for a period of twelve (12)  
 20 months from date of employment or until the termination of this Agreement, whichever occurs  
 21 first.

22 ~~6.1.7.84.4.6.8~~ Refer CLIENTS for English Language Training (ELT)  
 23 and/or ST ~~Skills Training~~ classes conducted by local educational providers or  
 24 CBOs ~~CONTRACTOR(s)~~ to promote continued education, and to assist the CLIENT in learning  
 25 new skills or enhance present job skills to increase their earnings potential.

#### 26 4.4.7 VESL

#### 27 ~~Vocational English as a Second Language Services (VESL)~~

28 CONTRACTOR shall:



1 ~~6.1.7.9~~4.4.7.1 Enroll CLIENTS in VESL for a maximum of three (3)  
2 months.

3 ~~6.1.7.10~~4.4.7.2 Document attendance in accordance with  
4 Subparagraph 8.5 of this Exhibit.

5 ~~6.1.7.11~~4.4.7.3 Provide classroom training of the English language  
6 as it relates to finding, obtaining, and maintaining employment. CLIENTS may be temporarily  
7 excused from classes for job interviews ~~when and~~ if appropriate job openings are identified.

8 ~~6.1.7.12~~4.4.7.4 Utilize a curriculum that is ELT correlated with  
9 emphasis on job-related terminology.

10 ~~6.1.7.13~~4.4.7.5 Provide class instruction for a minimum of fifteen  
11 (15) hours per week. Class instruction will be offered ~~during business hours of~~ Monday through  
12 Friday, 8:00 a.m. to 5:00 p.m., with instructional offerings after~~during non-business~~ hours to meet  
13 the needs of the target population.

14 ~~6.1.7.14~~4.4.7.6 Provide different levels of VESL, as appropriate, to  
15 meet CLIENT's needs.

16 ~~6.1.7.15~~4.4.7.7 Integrate monthly workshops, preferably  
17 employment related, with VESL classes; workshops and materials must be pre-approved by  
18 ADMINISTRATOR.

19 ~~6.1.7.16~~4.4.7.8 Work with school districts and community colleges  
20 to secure in-kind contributions of classroom space and/or teachers. If community colleges and  
21 school district teachers contribute to less than fifteen (15) hours of instruction per week,  
22 CONTRACTOR ~~will~~shall mobilize community and CONTRACTOR staff supports to supplement  
23 the teachers during the uncovered hours.

24 ~~6.1.7.17~~4.4.7.9 Using the BEST, conduct~~Conduct~~ post-testing on all  
25 enrollees tested per Subparagraph 4.4.1.10 of this Exhibit, to document individual progress as well  
26 as success of the instruction, and record test results in the CLIENT's file per Subparagraph 8.5 of  
27 this Exhibit.

28 6.24.5 Outreach and Referral to Low Income Programs



1 CLIENTS to be served shall be both cash aided and non-cash aided CLIENTS, who  
2 are not Employment Services participants.

3 ~~6.2.14~~4.5.1 Intake and Assessment

4 CONTRACTOR shall:

5 ~~6.2.1.14~~4.5.1.1 Accept all referrals from SSA, public and private agencies,  
6 and self-referrals for CLIENTS.

7 ~~6.2.1.24~~4.5.1.2 Accept cash aided and non-cash aided CLIENTS.

8 ~~6.2.1.34~~4.5.1.3 Solicit eligible CLIENTS on a voluntary basis.

9 ~~6.2.1.44~~4.5.1.4 Verify eligibility for services by viewing and photocopying,  
10 as appropriate, resident alien cards, USCIS' I-94 forms, asylum approval letters, trafficking victim  
11 federal certification letters, T(i) or T(ii) visas, driver's licenses, and proof of residence in Orange  
12 County.

13 ~~6.2.1.54~~4.5.1.5 Provide registration verification, and complete the necessary  
14 forms as required by ADMINISTRATOR.

15 ~~6.2.1.64~~4.5.1.6 Assign a Case Manager to each CLIENT who shall act as an  
16 advisor to assess the CLIENT's needs, and who will inform them of community resources, make  
17 appropriate referrals, and follow-up.

18 ~~6.2.1.74~~4.5.1.7 Refer CLIENTS to Low Income Programs, as described in  
19 Subparagraph 4.5.3.1 of this Exhibit, and follow up to confirm outcome of referral. Make any  
20 additional referrals for services as needed.

21 ~~6.2.1.84~~4.5.1.8 Conduct an orientation with CLIENTS on the purpose and  
22 goals of the RSS program objectives as described in Subparagraph 2.1 of this Exhibit, the available  
23 services as described in Paragraph 4 of this Exhibit, and the Formal Grievance Process as described  
24 in Subparagraph 9.6 of this Exhibit for all CLIENTS in their native language whenever possible,  
25 and if not, in a language that the CLIENT understands.

26 ~~6.2.1.94~~4.5.1.9 Conduct a service needs assessment, documenting on a form  
27 approved by ADMINISTRATOR, at a minimum, the issues and barriers to attaining and  
28 maintaining stability, community integration and self-sufficiency, and the services required to

1 address the CLIENT's needs which will improve the CLIENT's quality of life. For CLIENTS  
2 participating in Employment Services, this strategy shall be included as part of the FSSP.

3 ~~6.2.24.5.2~~ 6.2.24.5.2 Outreach

4 ~~6.2.24.5.2.1~~ 6.2.24.5.2.1 CONTRACTOR shall provide a minimum of ten (10)  
5 community outreach~~conduct on-going~~ activities per year in order to identify and notify new  
6 CLIENTS of available services, service locations, and how to access the services provided under  
7 this Agreement.

8 4.5.2.2 CONTRACTOR shall secure prior written approval from  
9 ADMINISTRATOR for all outreach activities.

10 4.5.2.3 CONTRACTOR shall provide a written report to  
11 ADMINISTRATOR summarizing each ~~of the~~ outreach activity to include, but not be limited to,  
12 the number of participants, services provided, and the resulting number of new RSS CLIENTS.

13 ~~6.2.34.5.3~~ 6.2.34.5.3 Referral to Low Income Programs

14 CONTRACTOR shall:

15 ~~6.2.34.5.3.1~~ 6.2.34.5.3.1 Refer CLIENTS for other appropriate services or  
16 community resources including, but not limited to, Head Start; Women, Infants, and Children's  
17 Services Program; Cal Fresh; Covered California; Medi-Cal; Low Income Home Energy  
18 Assistance Program; the Utility Company's Reduced Rate Programs; consumer education  
19 programs; childcare services and payment programs; low income housing assistance and housing  
20 subsidy programs, including first time buyer programs; food assistance programs such as food  
21 banks; Family Resource Centers~~RAs, and CBOs~~ECBOs; and other local community agencies  
22 providing services, as appropriate, to remove barriers and/or improve the CLIENT's quality of life  
23 by increasing access to services.

24 ~~6.2.34.5.3.2~~ 6.2.34.5.3.2 Refer non-cash aided CLIENTS to SSA, the Social Security  
25 Administration, or other agencies providing financial assistance as appropriate.

26 ~~6.2.34.5.3.3~~ 6.2.34.5.3.3 Provide CLIENTS with community resource materials.

27 ~~6.2.34.5.3.4~~ 6.2.34.5.3.4 Provide CLIENTS assistance in enrolling in low income  
28 programs by making application forms available and assisting in completion of the forms.

1 ~~6.2.3.5~~4.5.3.5 Follow-up with CLIENTS to ensure referrals to services  
2 outside CONTRACTOR's agency were successful.

3 ~~6.3.4.6~~ Interpretation/Translation Services

4 CONTRACTOR shall:

5 ~~6.3.14.6.1~~ Provide CLIENTS interpretation/translation services [as needed](#), to  
6 assist with enrollment in low-income programs, or make the appropriate referral.

7 ~~6.3.24.6.2~~ Provide CLIENTS legal or medical interpretation/translation  
8 services, or make the appropriate referral.

9 ~~6.3.34.6.3~~ Follow-up with CLIENTS referred to services outside the  
10 CONTRACTOR's agency.

11 ~~6.4.4.7~~ Mentoring Services

12 ~~6.4.14.7.1~~ CLIENTS are eligible to receive Mentoring Services if they are  
13 eligible to receive RSS pursuant to this Agreement and if they have been residing in the U.S. for  
14 less than one (1) year.

15 CONTRACTOR shall:

16 ~~6.4.24.7.2~~ Develop a plan that addresses the CLIENT's concerns [including, but](#)  
17 [not limited to](#), the need for acculturation, specialized needs, the need for other social services, ~~such~~  
18 ~~as, but not limited to,~~[and referrals for](#) Medi-Cal and CalFresh [benefits](#). For CLIENTS participating  
19 in Employment Services, this strategy should be included as part of the FSSP.

20 ~~6.4.34.7.3~~ Refer CLIENTS as needed to ~~CBOs~~[RAs, ECBOs](#), other service  
21 agencies, or other COUNTY contracted service providers, as appropriate, to assist CLIENTS to  
22 address barriers including, but not limited to, personal health, family conflict, housing, and  
23 transportation issues.

24 ~~6.5.4.8~~ Older Refugee Services

25 ~~6.5.14.8.1~~ Older Refugees are defined as Refugees sixty (60) years of age and  
26 [over and include Asylees, Special Immigrant Visas, and Cuban and Haitian Entrants, are eligible](#)  
27 [to receive or be referred to](#) Citizenship and Naturalization Services (CNS).

28 ~~Older Refugees are defined as Refugees sixty (60) years of age and over. Older~~

1 ~~Refugees, including Asylees, SIVs, and Cuban and Haitian Entrants, are eligible to receive or be~~  
2 ~~referred to Citizenship and Naturalization Services. Older Refugees are defined as Refugees sixty~~  
3 ~~(60) years of age and over.~~ CONTRACTOR shall provide the following services in order to  
4 facilitate self-sufficiency:

5 ~~6.5.2.4.8.2~~ 4.8.2 Outreach, Education, and Translation

6 CONTRACTOR shall:

7 ~~6.5.2.14.8.2.1~~ 4.8.2.1 Conduct outreach and provide education ~~to older refugees~~ on  
8 available services and how to obtain these services.

9 ~~6.5.2.24.8.2.2~~ 4.8.2.2 ~~CONTRACTOR shall~~ Provide translation and interpretation  
10 services ~~to older refugees~~.

11 ~~6.5.3.4.8.3~~ 4.8.3 Linkages

12 ~~6.5.3.14.8.3.1~~ 4.8.3.1 CONTRACTOR ~~will~~shall establish linkages with local Area  
13 Agencies on Aging, to enhance awareness in order to make mainstream senior programs more  
14 linguistically and culturally appropriate to Older Refugees.

15 4.8.4 ELT

16 ~~6.5.3.24.8.4.1~~ 4.8.4.1 CONTRACTOR shall provide or refer Older Refugees to  
17 ELT specifically designed for Older Refugees who are preparing for naturalization.

18 ~~6.5.4.4.8.5~~ 4.8.5 Citizenship Training

19 CONTRACTOR shall:

20 ~~6.5.4.14.8.5.1~~ 4.8.5.1 Provide or refer Older Refugees to citizenship classes with a  
21 curriculum consisting of integrated instruction in American history and civics. Lessons will  
22 include preparation for the USCIS interview.

23 ~~6.5.4.24.8.5.2~~ 4.8.5.2 Provide training for Older Refugees with an understanding  
24 of their basic rights and responsibilities as U.S. citizens.

25 ~~6.5.5.4.8.6~~ 4.8.6 Naturalization Application Assistance

26 CONTRACTOR shall:

27 ~~6.5.5.14.8.6.1~~ 4.8.6.1 Provide application assistance to facilitate Older Refugees in  
28 completing the application process, including appointments to take the written civics and history

1 exams.

2 ~~6.5.6~~4.8.7 Transportation

3 CONTRACTOR shall:

4 ~~6.5.6.14~~4.8.7.1 Assist transportation to Older Refugees with securing in need  
5 of transportation, as needed, services to classes and CNS.

6 ~~6.5.7~~4.8.8 Maintain a log of the CLIENTS that receive CNS per Subparagraph  
7 8.5 of this Exhibit ~~A service.~~

8 7.5. PERFORMANCE REQUIREMENTS

9 ~~7.15.1~~ CONTRACTOR shall meet but shall not be limited to, the following annual  
10 outcomes during the term of this Agreement:

11 5.1.1 A minimum of fifty ~~erty five~~ percent (450%) of all unduplicated CLIENTS  
12 (aided and non-cash aided) identified in Paragraph 1 of this Exhibit shall be placed in either FT/PT  
13 employment.

14 5.1.2 A minimum of seventy ~~ixty~~ percent (65 ~~70~~ ) of all unduplicated Job Ready  
15 CLIENTS (aided and non-cash aided) identified in Paragraph 1 of this Exhibit shall be placed in  
16 either FT/PT employment.

17 5.1.3 A minimum of eighty-five percent (85%) of the unduplicated CLIENTS  
18 identified in Paragraph 1 of this Exhibit, shall retain employment for ninety (90) days.

19 5.1.4 A minimum of twenty percent (20%) of the total unduplicated CLIENTS  
20 identified in Paragraph 1 of this Exhibit, shall obtain employment that pays an average wage of at  
21 least eighteen percent (18%) above the prevailing California minimum wage.

22 5.1.5 A minimum of twenty percent (20%) of the RSS caseloads shall be  
23 comprised of non-aided participants.

24 5.2 ADMINISTRATOR, in its sole discretion, may require changes to the outcome  
25 objectives stated above, to comply with any changes in law, or State or federal regulations.

26 ~~8.~~ ADDITIONAL OTHER CONTRACTOR REQUIREMENTS

27 ~~9.6.~~ CONTRACTOR RESPONSIBILITIES shall:

28 In addition to providing the services described in Paragraph 4 of this Exhibit

1 CONTRACTOR agrees to:

2 ~~9.16.1~~ Follow ADMINISTRATOR's and CDSS' current procedures concerning any  
3 CLIENT's failure to participate or cooperate. ADMINISTRATOR will forward such procedures  
4 to CONTRACTOR.

5 ~~9.2 — Offer an onsite Resource Center that includes, but shall not be limited to, the~~  
6 ~~following:~~

7 ~~9.2.1 — Computer labs;~~

8 ~~9.2.2 — Audio/visual training equipment;~~

9 ~~9.2.3 — Resume preparation assistance;~~

10 ~~9.2.4 — Job Search;~~

11 ~~9.2.5 — Internet access;~~

12 ~~9.2.6 — Phone banks;~~

13 ~~9.2.7 — Resource directories;~~

14 ~~9.2.8 — Local Newspapers; and~~

15 ~~9.2.9 — Fully staffed during normal business hours, and additional hours as needed.~~

16 ~~9.36.2~~ Utilize the ~~Family Self Sufficiency Plan (FSSP~~ to monitor the CLIENT's progress  
17 through the RSS program and through other service providers.

18 ~~9.3.16.2.1~~ Monitoring includes, but is not limited to, Job Placement,  
19 employment retention, status of referrals to service providers, and changes to an individual's  
20 personal data. This will also include completing all Mandatory Referral forms as well as  
21 coordinating with and providing information, as determined necessary by ADMINISTRATOR, to  
22 the referring agencies.

23 ~~9.46.3~~ Document progress, attendance and participation hours in accordance with  
24 Subparagraph 8.5 of this Exhibit A.

25 ~~9.56.4~~ Document failure by a cash aided CLIENT to participate/cooperate utilizing forms  
26 provided by ADMINISTRATOR.

27 ~~9.66.5~~ Forward to ADMINISTRATOR appropriate documentation of noncompliance and  
28 nonparticipation regarding a CLIENT who is required to participate for a good cause

determination, sanction implementation or conciliation plans.

9.76.6 Employ or subcontract with staff as described in Subparagraph 12.3.1 of this Exhibit A that speak the CLIENTs' native languages and are culturally responsive to the populations served.

9.86.7 Encourage all CLIENTS, who meet the qualifications, to apply for CONTRACTOR staff positions to assist in reaching the goal of self-sufficiency.

9.96.8 Participate in Fair Hearings as necessary. Fair Hearings is a process available to CLIENTs if they disagree with an action taken by COUNTY.

9.106.9 Ensure CLIENT's Personally Personal Identifiable Information (PII) is kept confidential and secure in accordance with the County of Orange Social Services Agency (SSA) Administrative Policies and Procedures Manual Number I6, Information Technology Security and Usage and Number I7, Loss of Personally Identifiable Information, incorporated herein by reference as Attachments 1 and 2 respectively. CONTRACTOR acknowledges receipt of a copy of said policies.

9.116.10 CONTRACTOR shall comply with confidentiality requirements as stated in Paragraph 30 of this Agreement when accessing COUNTY Data System.

9.126.11 ~~Further, CONTRACTOR shall~~ Provide training to staff that uses COUNTY Data System related to the sensitivity of CLIENT PII.

## 7. FACILITIES

### ~~10. REPORTING REQUIREMENTS~~

#### ~~10.1 Reports~~

CONTRACTOR shall:

#### 7.1 Provide administrative services under this Agreement at:

Access California Services  
631 S Brookhurst Street, Suite 107  
Anaheim, CA 92804

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

maximum obligation.

7.3 Provide its own facility for CONTRACTOR's administrative functions and programmatic functions of administering services pursuant to this Agreement. COUNTY has the right to approve or disapprove of CONTRACTOR's facility and location.

7.4 Ensure that proposed facility location(s) is/are accessible to public transportation for CLIENTS from throughout Orange County.

7.5 Maintain an Accessibility Plan that describes how CLIENTS located throughout Orange County can easily get to the site(s).

~~10.27.6~~ Provide parking spaces for CLIENTS free and exclusive use.

~~10.37.7~~ Provide their own facility that is compliant with the Americans with Disabilities Act (ADA) and follows the CDSS County Refugee Program Guidelines (2006).

7.8 Not require CLIENTS to travel more than two (2) hours round trip to obtain services.

7.9 Provide parking for disabled CLIENTS in accordance with the ADA, and any other rules or statutes relating to parking for disabled persons.

7.10 Provide a secure work area to maintain confidentiality of client information.

7.11 Provide facilities that are 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 may result in termination of this Agreement.

~~11.8.~~ REPORTS

CONTRACTOR shall:

~~11.18.1~~ Submit~~responsible for submission of~~ various reports, including but not limited to, financial reports, monthly progress reports, and a year-end final report. The year-end report will summarize the results of efforts made to achieve the outcomes as noted in Paragraph 5



of this Exhibit, ~~performance objectives, outcome measures~~ and will reflect successes and barriers experienced in the provision of services.

~~H.1.1~~ ~~CONTRACTOR shall:~~

~~H.1.2~~ 8.2 Complete reports as required by ADMINISTRATOR, including Quarterly Performance, Quarterly Progress, and Semi-Annual Progress reports.

~~H.2.1~~ 8.2.1 Comply with data gathering methodology as prescribed by ADMINISTRATOR.

~~H.2.2~~ 8.2.2 Maintain and submit Employment Services and demographic statistics on CLIENTS served and services provided as required by ADMINISTRATOR.

~~H.2.3~~ 8.2.3 Maintain records, collect data, and provide reports as required by ADMINISTRATOR in order to track progress, and monitor outcome objectives identified in Paragraph 5 of this Exhibit. Data elements shall include, but are not limited to, the following:

~~H.2.3.1~~ 8.2.3.1 Number of CLIENTS and breakdown of number of CLIENTS by age group, type of service and time elapsed from date of entry in the US;

~~H.2.3.2~~ 8.2.3.2 Number of unduplicated CLIENTS placed into Employment Services as described in Subparagraph 4.4 of this Exhibit;

~~H.2.3.3~~ 8.2.3.3 Number of unduplicated CLIENTS placed into Employment Support Services, Job Retention Services, and Other Employability Services as described in Subparagraph 4.4.6 of this Exhibit;

~~H.2.3.4~~ 8.2.3.4 Number of unduplicated CLIENTS placed into Mentoring Services as described in Subparagraph 4.7 of this Exhibit;

~~H.2.4~~ 8.2.4 Number of unduplicated CLIENTS placed into CNS as described in Subparagraph 4.8.1 of this Exhibit;

~~H.2.5~~ 8.2.5 Percentage of unduplicated CLIENTS placed in either FT ~~full~~ or PT ~~Part-Time~~ employment;

~~H.2.6~~ 8.2.6 Percentage of Job Placements ~~Placement~~ with an average starting wage of at least eighteen percent (18%) above the prevailing California minimum wage;

~~H.2.7~~ 8.2.7 Percentage of CLIENTS who retain employment for at least ninety

(90) days;

~~11.2.8~~8.2.8 Referrals made and referral outcomes: ~~including subsidized child care and other supportive services;~~

~~11.2.9~~8.2.9 Length of time that CLIENTS are placed in Employment Services;

~~11.2.10~~8.2.10 Pay rate and length of time of employment retention;

~~11.2.11~~8.2.11 Statistics regarding characteristics of identified segments of the refugee population;

~~11.2.12~~8.2.12 Summary of complaints received;

~~11.2.13~~8.2.13 Program Narrative ~~to: Will~~ include activities undertaken to accomplish the annual outcomes~~outcome goals~~, as well as interim goals achieved within the reporting period, including new program initiatives undertaken, plans developed and/or implemented for program improvement, and service enhancement;

~~11.2.14~~8.2.14 Outcomes of supervisory case reviews; and

~~11.2.15~~8.2.15 Training activities and list of attendees.

~~11.3~~8.3 Communication

~~11.3.1 Both parties agree that communication is essential to a CLIENT's success in achieving and maintaining economic self-sufficiency.~~

~~11.3.2~~8.3.1 ~~CONTRACTOR shall communicate with ADMINISTRATOR and service providers as needed.~~

8.3.2 Frequency of communication shall depend on the individual CLIENT and specific service issue(s).

8.3.3 CONTRACTOR shall use the format of communication best suited to meeting the needs of the CLIENTS.

~~11.3.3~~8.3.4 After initial referral to a service provider, follow up communication shall be made with the CLIENT within seven (7) to ten (10) business~~working~~ days to ensure linkage to the referred service was successful. ~~All such communication shall be documented per Subparagraph 8.4.~~

~~11.3.4~~8.3.5 All ~~such~~Written communication shall be documented per

Subparagraph 8.5 below. ~~used to share case information or changes in a timely manner.~~

~~11.3.5~~8.3.6 CONTRACTOR ~~shall~~~~is required to~~ maintain weekly contact with all CLIENTS in ~~order~~~~the caseload~~ to better serve them as they move toward self-sufficiency.

~~11.3.6~~8.3.7 ~~Ongoing contact with the CLIENT can serve to help the CONTRACTOR obtain necessary information, documentation, and to assess the CLIENT's needs.~~

Types of expected contacts include, but are not limited to, face-to-face at CONTRACTOR's office location, home visits, site visits with CLIENTS, letter/correspondence, and telephone contact.

~~11.3.7~~8.3.8 All contacts should help to motivate and counsel CLIENTS in the benefits of economic self-sufficiency. ~~Contacts should include, but are not limited to, gathering information needed to update the case, inquiring as to needs, and/or addressing and resolving identified CLIENT issues.~~

#### ~~11.4~~8.4 Forms

~~11.4.1~~8.4.1 ADMINISTRATOR will provide CONTRACTOR with a copy of all mandatory State and COUNTY forms.

~~11.4.2~~8.4.2 CONTRACTOR shall be responsible for duplication and distribution of ~~the~~all forms to its staff and any subcontractors.

~~11.4.3~~8.4.3 CONTRACTOR may develop their own internal forms that are not mandated by COUNTY, or by program requirements. However, internal forms shall be reviewed and approved by ADMINISTRATOR prior to implementation.

#### ~~11.5~~8.5 Case Narratives

~~11.5.1~~8.5.1 ~~Narration is a vital part of the case record, and as such~~ CONTRACTOR shall accurately maintain and update the case narrative.

~~11.5.1.1~~8.5.1.1 Case narratives shall be completed any time there is significant action taken by any staff person associated with the file.

~~11.5.1.2~~8.5.1.2 All entries by CONTRACTOR are to be signed, dated, legible, and in a format approved by ADMINISTRATOR.

~~11.5.2~~8.5.2 Case narratives shall include, but are not limited to, the following items:

~~11.5.2.1~~8.5.2.1 Date case/referral is received;

~~11.5.2.2~~8.5.2.2 Current status of the case, including assessment of service needs, actions taken, and status of referrals;

~~11.5.2.3~~8.5.2.3 Scheduled dates and reasons for all contacts;

~~11.5.2.4~~8.5.2.4 Overall plan of CLIENT contact, outcomes, and follow-up dates arranged during contact;

8.5.2.5 Dates of attendance and participation hours for all RSS activities;

~~11.5.2.5~~8.5.2.6 Complete and accurate description of all case activity;

~~11.5.2.6~~8.5.2.7 Issues identified related to the CLIENT's progress toward the goals established in the FSSP;

~~11.5.2.7~~8.5.2.8 Identification of and plan to secure any missing information in the CLIENT's file; and

8.5.2.9 Summary of all written and verbal communication with CLIENT.

~~11.5.3~~8.5.3 The closing narrative shall include the date and reason for the case being closed and any incomplete actions and rationale reasons; and

8.5.4 Any additional information regarding the RSS Program's progress shall be prepared in a format approved by ADMINISTRATOR.

8.5.5 ADMINISTRATOR may add, delete, waive or otherwise modify individual reporting requirements as stated in this Paragraph.

~~11.5.4~~ ~~Written or verbal communication with CLIENT.~~

~~12.9.~~ PERFORMANCE MONITORING

~~12.19.1~~ Quality Control

~~12.1.1~~9.1.1 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program services and quality.

9.1.2 The Quality Control plan shall be submitted to ADMINISTRATOR by November 1, 2020.

1                   ~~12.1.29.1.3~~ 12.1.39.1.3 The Quality Control Plan shall be in effect throughout the term of  
 2 this Agreement and shall be updated as needed and submitted to ADMINISTRATOR for approval  
 3 before ~~changes~~ updates are implemented.

4                   ~~12.1.39.1.4~~ 12.1.39.1.4 The Quality Control Plan shall include, but not be limited to, the  
 5 following:

6                   ~~12.1.3.19.1.4.1~~ 12.1.3.19.1.4.1 The method for ensuring the services, deliverables,  
 7 and requirements are being provided as defined in this Agreement;

8                   ~~12.1.3.29.1.4.2~~ 12.1.3.29.1.4.2 The method for assuring that the ~~professional~~ staff  
 9 rendering services under this Agreement have the necessary qualifications;

10                  ~~12.1.3.39.1.4.3~~ 12.1.3.39.1.4.3 The method for assuring all staff receives initial and  
 11 ongoing training for implementation of Paragraph 4 of this Exhibit;

12                  ~~12.1.3.49.1.4.4~~ 12.1.3.49.1.4.4 The method for identifying and preventing  
 13 deficiencies in the quality of service;

14                  ~~12.1.3.59.1.4.5~~ 12.1.3.59.1.4.5 The method for providing ADMINISTRATOR with  
 15 a copy of CONTRACTOR case reviews, and a clear description of any corrective action taken to  
 16 resolve identified problems;

17                  ~~12.1.3.69.1.4.6~~ 12.1.3.69.1.4.6 Items/areas to be inspected on either a scheduled or  
 18 unscheduled basis, how often inspections will be accomplished, and the title of the individual(s)  
 19 who will perform the inspections;

20                  ~~12.1.3.79.1.4.7~~ 12.1.3.79.1.4.7 Specific methods for identifying and preventing  
 21 deficiencies in the quality of service performed, before the level of performance becomes  
 22 unacceptable;

23                  ~~12.1.3.89.1.4.8~~ 12.1.3.89.1.4.8 Maintenance of a file of all inspections conducted by  
 24 CONTRACTOR and, if necessary, the corrective action taken; and

25                  ~~12.1.3.99.1.4.9~~ 12.1.3.99.1.4.9 Method for continuing services in the event of an  
 26 emergency, such as a strike by CONTRACTOR's employees or a natural disaster.

27                  ~~12.2~~ Case Reviews and Audits

28                  ~~Case reviews and other inspection methods will be completed for compliance with~~

~~COUNTY, State, or Federal requirements. Case reviews, data inspection, and audits may be completed by COUNTY, State, or Federal representatives. Cases that contain discrepancies or fail to meet RSS requirements may be referred back to CONTRACTOR for appropriate corrective action. CONTRACTOR shall be required to report proof of corrective action on all case errors and discrepancies. CONTRACTOR shall discuss the review with appropriate staff, control for corrective action, and address training issues. Case reviews include, but are not limited to:~~

~~12.2.1 Mandated reviews to meet State reporting requirements for RSS;~~

~~12.2.2 Reviews to meet Refugee Program Bureau requirements for RSS; and~~

~~12.2.3 COUNTY, State, and Federal audits.~~

~~12.39.2~~ Supervisor Reviews

~~12.3.19.2.1~~ CONTRACTOR’s supervisors shall review a minimum of two (2) active cases per case carrying staff each month in a format approved by ADMINISTRATOR. Cases shall be randomly selected per a method determined by ADMINISTRATOR.

Supervisor reviews shall include, but not be limited to:

~~12.3.29.2.2~~ Overall case management and application of RSS rules and regulations.

~~12.3.39.2.3~~ CLIENT’s participation hours, case discrepancies, and any other identified corrective actions required.

~~12.3.49.2.4~~ Narration (s) in the case record, including, but not limited to:

~~12.3.4.19.2.4.1~~ Summary of the case review findings, and

~~12.3.4.29.2.4.2~~ Strategy recommendations to assist the CLIENT in achieving FSSP positive outcomes.

9.3 Utilization Review (UR)

9.3.1 CONTRACTOR and ADMINISTRATOR’s designee shall meet at least once a year to review and evaluate a random selection of CLIENT case records.

~~12.3.5~~ The UR may include, but ~~Contractor Performance Monitoring~~

1                   ~~12.3.6 CONTRACTOR's performance shall be monitored and reviewed by~~  
 2 ~~ADMINISTRATOR who will conduct reviews as part of an on-going evaluation of~~  
 3 ~~CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in~~  
 4 ~~providing the information necessary for monitoring CONTRACTOR's performance under this~~  
 5 ~~Agreement. ADMINISTRATOR may use a variety of inspection methods to evaluate~~  
 6 ~~CONTRACTOR's performance, including, but not be limited to, the following:~~

7                   ~~12.3.7 Monthly reviews of CONTRACTOR's case management performance and~~  
 8 ~~implementation of best practices to achieve outcomes. ADMINISTRATOR will review~~  
 9 ~~CONTRACTOR cases and applicable data reports to ensure compliance with the RSS~~  
 10 ~~requirements:~~

11                   ~~12.3.8 Periodic site visits;~~

12                   ~~12.3.9 Random sampling of program activities including a review of case files each~~  
 13 ~~month;~~

14                   ~~12.3.10 Activity checklists and random observations;~~

15                   ~~12.3.11 Inspection of output items on a periodic basis as deemed necessary;~~

16                   ~~12.3.12 Review of CONTRACTOR's statistical reports;~~

17                   ~~12.3.13 RSS participant complaints; and~~

18                   ~~12.3.14 Service provider complaints or reports.~~

19                   9.3.2 When it is not limited to, an evaluation of the necessity and appropriateness  
 20 of ~~determined that~~ services provided and length of services.

21                   9.3.3 CLIENT cases reviewed ~~were not performed in accordance with the~~  
 22 requirements of this Agreement during the UR shall be randomly selected by ~~review period,~~  
 23 ADMINISTRATOR and may include both open and closed cases.

24                   9.3.4 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility  
 25 referenced in Subparagraph 7.1 of this Exhibit, with date and time determined at  
 26 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback  
 27 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and  
 28 take ~~require~~ corrective action accordingly.



~~12.3.15~~9.3.5 ~~In plans.~~ ~~CONTRACTOR shall, within the event CONTRACTOR,~~  
~~ADMINISTRATOR and COUNTY's Family Self-Sufficiency – Adult Services (FSS-AS) staff~~  
~~representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion~~  
~~regarding time period specified in any such corrective action plan, remedy the necessity and~~  
~~appropriateness of services and length of services, the dispute shall be submitted to COUNTY's~~  
~~Director of FSS-AS for final resolution.~~ ~~performance defects. Performance evaluation meetings~~  
~~will be conducted as deemed necessary by ADMINISTRATOR.~~ Nothing in this  
~~Subparagraph~~~~section~~ shall ~~affect~~~~limit the~~ COUNTY's ~~termination rights under~~~~ability to terminate~~  
~~this agreement pursuant to~~ Paragraph 40 ~~of this Agreement.~~

#### ~~12.4.9~~4 Handling Complaints

CONTRACTOR shall:

~~12.4.1~~9.4.1 Develop, operate, and maintain procedures for receiving, investigating, and responding to provider and CLIENT complaints, including Civil Rights complaints, requests for reviews by ADMINISTRATOR, negative comments, and other complaints relating to services provided under this Agreement.

~~12.4.2~~9.4.2 Maintain a log for identification and response to CLIENTS' complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions. Responses to complaints should occur within two (2) business days, unless otherwise authorized by ADMINISTRATOR.

~~12.4.3~~ ~~For Civil Rights complaints, refer to Subparagraph of this Agreement.~~

~~12.4.4~~9.4.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to ADMINISTRATOR prior to responding to the complaint. In the event any such complaint pertains to an injury or property damage, CONTRACTOR shall follow the provisions as set forth in Subparagraph 14.2 of this Agreement.

~~12.4.5~~9.4.4 CONTRACTOR shall provide to ADMINISTRATOR, in a form approved by ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days



of the complaint, except as provided in Subparagraph 9.4.3 above.

~~12.4.6~~9.4.5 CONTRACTOR shall provide a summary of all complaints and/or negative comments as prescribed and on a format approved by ADMINISTRATOR.

~~12.4.7~~9.4.6 Complaints include, but are not limited to, complaints from CLIENTS, other COUNTY contracted service providers, community organizations, and the public.

~~12.5~~9.5 Fraud Investigation Referrals

If RCA eligibility fraud is suspected, CONTRACTOR staff shall inform ADMINISTRATOR within two (2) business days~~48 hours~~ of awareness of any suspected fraud.

~~12.6~~9.6 Formal Grievance Process and State Hearing

~~12.6.1~~9.6.1 CONTRACTOR shall inform each CLIENT of his or her grievance, State Hearing and Civil Rights, and of his or her right to request a review by a COUNTY worker of a grievance should the CLIENT disagree with an action made by CONTRACTOR.

~~12.6.2~~9.6.2 Grievance Rights and Civil Rights notices, in multiple languages, shall be posted in RSS office(s) where all CLIENTS can easily see them, in accordance with Subparagraph 9.4 of this Agreement.

~~12.6.3~~9.6.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings and State Hearings when requested, and comply with the decisions of the Hearing Officers.

~~12.6.4~~9.6.4 All actions involving the Formal Grievance Process and State Hearings shall be properly documented by CONTRACTOR.

10. MEETINGS

~~13.~~ ~~OUTSIDE CONTACTS~~

~~CONTRACTOR shall:~~

~~13.1~~10.1 ~~Immediately inform~~ ADMINISTRATOR and FSS-AS ~~of any inquiry from an elected official, their~~ representative(s) shall meet monthly with CONTRACTOR to, ~~participant representative, or the press, and immediately~~ provide consultation and assistance ~~information~~ in monitoring, and determining the programmatic services provided under this Agreement ~~order for~~

ADMINISTRATOR to respond.

~~13.2 Consult with ADMINISTRATOR prior to initiating contact with a participant representative or the press.~~

~~13.3 Inform ADMINISTRATOR prior to initiating contact with an elected official or their representative.~~

~~##~~

~~14. COORDINATION~~

~~14.1 CONTRACTOR must jointly host regular coordination meetings with ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program operations, and solve problems.~~

~~15. FACILITY~~

CONTRACTOR shall:

~~15.11.1 Provide its own facility for CONTRACTOR's administrative functions and programmatic functions of administering services pursuant to this Agreement. COUNTY has the right to approve or disapprove of CONTRACTOR's facility and location;~~

~~15.2 Ensure that proposed facility location(s) are accessible to public transportation for CLIENTs from throughout Orange County;~~

~~15.3 Not require participants to travel more than two (2) hours round trip to obtain services;~~

~~15.4 Maintain an Accessibility Plan that describes how participants located throughout Orange County can easily get to the sites;~~

~~15.5 Provide parking spaces for participants' free and exclusive use;~~

~~15.6 Provide parking for disabled persons in accordance with the Americans with Disabilities Act, and any other rules or statutes relating to parking for disabled persons;~~

~~15.7 CONTRACTOR shall provide space for the provision of services under this Agreement at the minimum at the following site:~~

~~631 S. Brookhurst Street Suite 107, Anaheim CA 92804~~

~~15.8 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;~~

~~15.9 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.~~

#### ~~16.11. BUDGET~~

The annual budget for services provided pursuant to Exhibit A of this Agreement ~~shall span thirty six (36) months and~~ is set forth as follows:

	<u>ANNUAL</u>
<u>RSS Services</u>	
<u>Direct Service Costs <sup>(1)</sup></u>	<u>\$367,744</u>
<u>Indirect Costs <sup>(2)</sup></u>	<u>\$82,256</u>
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$ 450,000</u>
<u>TOTAL MAXIMUM OBLIGATION for the period of October 1, 2020 through September 30, 2023</u>	<u>\$1,350,000</u>

<sup>(1)</sup> Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term and disability insurance; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed the actual salary expense claimed ~~sixteen percent (16%) of actual allowable costs of~~

~~direct service salaries and sixteen percent (16%) of actual allowable costs of administrative salaries.~~

(2) Indirect Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective.

11.1 For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

11.2 In the event CONTRACTOR identifies savings within their budget, CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in Paragraph 4 of this Exhibit before adding new services and/or programming.

11.3 In the event the budget shown in Paragraph 11 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the fiscal year, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on ~~August~~ October 15, 2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing

11.4 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

~~(2) Administrative positions are defined as all other classifications either higher than first line supervisors or positions not providing services to CLIENTS. Administrative positions higher than first line supervisors must be specified as either salaried or hourly positions.~~

~~(3) Direct Service positions are defined as those staff that provides face to face contact with clients. First line supervisors can be included as direct service staff. All direct staff positions are to be compensated hourly.~~

~~16.1 Administrative costs are defined as those costs not solely related to direct services to CLIENTS, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen (15%) percent of total gross program costs.~~

~~16.2~~11.5 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY’s maximum obligation as stated in Subparagraph 20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 40.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

11.6 In the event the budget shown in Paragraph 11 of this Exhibit is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1<sup>st</sup> of each Agreement year shall be identical to the most recently modified annual budget.

~~17.12. CONTRACTOR-STAFF~~

~~17.1~~12.1 CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u>	<u>FTE <sup>(1)</sup></u>	<u>Maximum Hourly Rate <sup>(2)</sup></u>
<u>Program Director</u>	<u>1.00</u>	<u>35.00</u>

<u>Program Manager</u>	<u>0.75</u>	<u>26.00</u>
<u>Outreach and Educator</u>	<u>1.00</u>	<u>25.00</u>
<u>Case Manager and Driver</u>	<u>2.50</u>	<u>18.00</u>
<u>Intake Clerk</u>	<u>1.00</u>	<u>14.00</u>
<u>Executive Director</u>	<u>0.20</u>	<u>48.07</u>
<u>Bookkeeper</u>	<u>0.30</u>	<u>19.00</u>
<u>Executive Director</u>	<u>0.20</u>	<u>48.07</u>

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

(2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

#### ~~17.2~~12.2 Recruitment and Hiring Practices

~~17.2.1~~12.2.1 CONTRACTOR shall use a formal recruitment plan, which complies with federal and State employment and labor regulations. ~~CONTRACTOR shall hire staff with the education and experience necessary to appropriately perform all functions.~~

12.2.2 CONTRACTOR shall hire staff with the education, experience, and competence necessary to appropriately perform all functions required by this Agreement.

~~17.2.2~~12.2.3 CONTRACTOR shall give priority consideration to qualified job-ready RSS CLIENTS when filling vacant positions funded by this Agreement.

#### ~~17.3~~12.3 Language Diversity

~~17.3.1~~12.3.1 CONTRACTOR shall employ or subcontract staff with experience in placing CLIENTS with a limited English vocabulary in an environment that facilitates the development of the English language.

~~17.3.2~~12.3.2 CONTRACTOR's staff shall be able to read, write, speak, and understand English.

1 ~~17.3.3~~12.3.3 CONTRACTOR shall provide bilingual staff to serve CLIENTS in  
 2 the language they speak. The ratio of bilingual staff shall be consistent with and proportional to  
 3 the target population, as determined by ADMINISTRATOR.

4 ~~17.3.4~~12.3.4 ~~In addition,~~ CONTRACTOR shall be required to provide translation  
 5 services for all other languages as needed to ensure all CLIENTS are provided services in the  
 6 language they speak.

7 ~~17.3.5~~12.3.5 CONTRACTOR shall comply with all COUNTY, State, and federal  
 8 regulations regarding Limited English Proficiency (LEP). LEP regulations affect anyone who  
 9 participates in a federally funded program, who has English as his or her second language, and is  
 10 limited in his or her English language proficiency.

11 ~~17.4~~12.4 Staff Training

12 ~~17.4.1~~12.4.1 CONTRACTOR's staff directly serving CLIENTS, or supervising  
 13 those who do, shall be thoroughly familiar with RSS rules and regulations contained in the current  
 14 Orange County Refugee Services Plan, SSA policies and related instructions, welfare fraud and  
 15 child abuse/elder abuse reporting requirements, the State Hearing process, and Civil Rights  
 16 compliance requirements.

17 ~~17.4.2~~12.4.2 ADMINISTRATOR will provide instructions, guidelines, and RSS  
 18 rules and regulations to CONTRACTOR during start-up, and subsequently as these materials are  
 19 revised or new policies are developed.

20 ~~17.4.3~~12.4.3 ADMINISTRATOR will provide initial training to a limited number  
 21 of select CONTRACTOR staff with respect to ADMINISTRATOR's instructions, guidelines, and  
 22 RSS rules and regulations; CONTRACTOR shall conduct subsequent training(s).

23 ~~17.4.4~~12.4.4 CONTRACTOR shall be required to attend training(s) and/or  
 24 meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR staff  
 25 with ongoing training and assistance to ensure that requirements of this Agreement are met. All  
 26 training materials developed by CONTRACTOR shall be approved by ADMINISTRATOR in  
 27 advance of training.

28 12.4.5 CONTRACTOR shall require all 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 acknowledgement of compliance.

~~17.4.5~~12.4.6 CONTRACTOR shall ensure that all CONTRACTOR staff, as described above, ~~receive~~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.

~~17.4.6~~12.4.7 CONTRACTOR shall maintain a log of in-house training activities and the staff that attended. This log shall be made available to ADMINISTRATOR upon request.

### ~~18.13.~~ 13. STAFF POSITIONS

CONTRACTOR shall provide the following staff positions. Any employment experience allowed as a substitute for education requirements in accordance with the minimum qualifications as stated for each staff position below, shall be in addition to the minimum experience required as stated for the staff position.

#### ~~18.1~~13.1 Program Director

##### ~~18.1.1~~13.1.1 Duties

~~18.1.1.1~~13.1.1.1 Oversee all segments of the RSS program.

~~18.1.1.2~~13.1.1.2 Supervise Program Manager and provide necessary coverage in his/her absence.

~~18.1.1.3~~13.1.1.3 Attend all County meetings and trainings.

~~18.1.1.4~~13.1.1.4 Validate monthly and annual statistical data and reports; complete RS-50 monthly and quarterly reports and deliver to ADMINISTRATOR.

~~18.1.1.5~~13.1.1.5 Ensure RSS program is implemented according to this Agreement~~contract~~.

##### 13.1.1.6 Oversee Quality Control Plan.

~~18.1.1.6~~13.1.1.7 Complete internal evaluations to constantly enhance program deliverables.

~~18.1.1.7~~13.1.1.8 Present EPW as required.

##### 13.1.1.9 Report to Executive Director.



1 ~~18.1.1.8~~13.1.1.10 Collaborate with Executive Director to hire RSS  
2 staff.

3 ~~18.1.1.9~~13.1.1.11 Collaborate with other ~~service providers~~CBOs to  
4 strengthen and expand the RSS program.

5 ~~18.1.2~~13.1.2 Qualifications

6 ~~18.1.2.1~~13.1.2.1 A minimum of two (2) years of experience in a  
7 human services related field. Experience working with the refugee community is preferred.

8 ~~18.1.2.2~~13.1.2.2 Bachelor’s degree from an accredited college or  
9 university, preferably in a human services field. Two (2) years of course work in an accredited  
10 college or university plus two (2) years of employment experience, preferably in a human services  
11 field, may substitute for the bachelor’s degree.

12 ~~18.2~~13.2 Program Manager

13 ~~18.2.1~~13.2.1 Duties

14 13.2.1.1 Supervise Intake ~~Assistants~~Clerk, Outreach and Educator, and  
15 Case Managers and provide necessary coverage in their absence.

16 13.2.1.2 Complete monthly statistical data and reports, and regularly  
17 review CLIENT files.

18 13.2.1.3 Attend all County meetings and trainings.

19 13.2.1.4 Regularly meet with agency staff to relay new regulations, data  
20 collection changes, and new reporting procedures.

21 13.2.1.5 Ensure the implementation of the program Quality Control Plan.

22 13.2.1.6 Complete CLIENT home visits upon acceptance, identify and  
23 attempt to mitigate household barriers, and address CLIENT's needs to improve his/her quality of  
24 life.

25 13.2.1.7 Present EPW as required.

26 13.2.1.8 Interact with CLIENTS in CLIENT Complaint/Grievance  
27 Process Level III to mitigate CLIENT complaints, if needed.

28 13.2.1.9 Report to Program Director.

~~18.2.2 Supervise Supervisor I/II and provide necessary coverage in their absence;~~

~~18.2.3 Complete monthly statistical data and reports, regularly review CLIENT files~~

~~18.2.4 Attend all County meetings and trainings; regularly meet with AGENCY staff to relay new regulations, data collection changes and/or new reporting procedures;~~

~~18.2.5 Ensure the Quality Control Plan is implemented;~~

~~18.2.6 Frequently present EPW;~~

~~18.2.7 Interact with CLIENTs in Client Complaint/Grievance Process Level III to mitigate CLIENT complaints if needed;~~

~~18.2.8 Report to Program Director.~~

~~18.2.9~~ 13.2.2 Qualifications

13.2.2.1 A minimum of one (1) year of experience in a human services related field. Experience working with the refugee community is preferred.

13.2.2.2 Bachelor’s degree from an accredited college/university preferably in a human services related field.

13.2.2.3 Two (2) years of coursework in an accredited college/university plus two (2) years employment experience may substitute for the Bachelor’s degree.

13.2.2.4 Competent in using personal computers and Microsoft Office. Bilingual capabilities in one (1) or more of the languages spoken by the refugee CLIENTS served pursuant to this Agreement.

13.2.2.5 Possess excellent organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast-paced, deadline oriented work environment; and ability to successfully execute many complex tasks simultaneously.

13.3 Outreach and Educator

13.3.1 Duties

13.3.1.1 Conduct outreach to non-aided population.

13.3.1.2 Assist with class instruction for RSS CLIENTS including when VESL provider is not available.

13.3.1.3 Report to Program Manager.

13.3.2 Qualifications

13.3.2.1 A minimum of one (1) year experience working in an outreach position. Experience working with the refugee community is preferred.

13.3.2.2 Bilingual capabilities in one (1) or more of the languages spoken by the refugee CLIENTS served pursuant to this Agreement.

13.3.2.3 Bachelor’s degree from an accredited college/university preferably in a human services related field is preferred, but not required.

13.3.2.4 Strong verbal and written communication skills.

13.4 Case Manager and Driver

13.4.1 Duties

13.4.1.1 Serve as the primary contact for RSS CLIENTS.

13.4.1.2 Review and collect all CLIENT documents.

13.4.1.3 Verify CLIENT eligibility into RSS program through CalWIN, RS3, and I-94 documents.

13.4.1.4 Conduct CLIENT Orientation and Intake and Assessment Interviews with CLIENTS.

13.4.1.5 Work directly with CLIENTS to develop and implement FSSP, conduct home visits to assess CLIENTS and monitor progress, and provide follow-up to ensure services are received and goals are achieved.

13.4.1.6 Document all actions taken in case file per Subparagraph 8.5.

~~18.2.9.1 A minimum of one (1) year of experience in a human services related field. Experience working with the refugee community is preferred.~~

~~18.2.9.2 Bachelor’s degree from an accredited college or university preferably in a human services related field. Two (2) years of course work in an accredited college or university plus two (2) years of employment experience, preferably in a human services field, may substitute for the Bachelor’s degree.~~

~~18.2.9.3 Competent in using personal computers and Microsoft Office.~~

1 ~~18.2.9.4 Bilingual capabilities in one or more of the languages spoken by~~  
2 ~~CLIENTS served pursuant to this Agreement.~~

3 ~~18.2.9.5 Possess excellent organizational, interpersonal, written, and~~  
4 ~~verbal communication skills; ability to perform comfortably in a fast-paced, deadline-oriented~~  
5 ~~work environment; ability to successfully execute many complex tasks simultaneously; and ability~~  
6 ~~to work as a team member, as well as independently.~~

7 ~~18.2.9.6 Supervisor I/II~~

8 ~~18.2.9.7 Duties~~

9 ~~18.2.9.8 Supervise Intake Clerks, Case Managers and Job Developer I/II~~  
10 ~~and provide necessary coverage in their absence.~~

11 ~~18.2.9.9 Complete CLIENT orientation Home Visits upon acceptance,~~  
12 ~~identify employment and attempt to mitigate household barriers, administer Pre and Post BEST~~  
13 ~~Tests to determine address CLIENT's needs to improve his or her quality of life.~~

14 ~~18.2.9.10 Attend trainings pertaining to RSS Program and the refugee~~  
15 ~~community.~~

16 ~~18.2.9.11 Provide training for Case Managers on new skills learned from~~  
17 ~~trainings attended.~~

18 ~~18.2.9.12 Review case records and FSSP for completeness, accuracy,~~  
19 ~~consistency, and conformity with RSS requirements, regulations, and policies and proper case~~  
20 ~~management practices; and discuss cases with the Case Managers to suggest and recommend~~  
21 ~~methods of resolving issues.~~

22 ~~18.2.9.13 Frequently present EPW.~~

23 ~~18.2.9.14 13.4.1.7 Interact with CLIENTs in Client~~  
24 ~~Complaint/Grievance Process Level II to mitigate CLIENT SPL scores, and qualify them into~~  
25 ~~either VESL or EPW track. complaints if needed.~~

26 ~~13.4.1.8 Complete FSSP and refer CLIENT to other resources and low~~  
27 ~~income programs as identified to be appropriate.~~

28 ~~13.4.1.9 Coordinate delivery of VESL, EPW, and citizenship instruction~~

classes;

13.4.1.10 Provide post-employment follow ups to monitor job adjustments to employment and job satisfaction.

13.4.1.11 Interact with CLIENTS in CLIENT Complaint/Grievance Process Level I to mitigate CLIENT complaints.

13.4.1.12 Provide transportation services for RSS CLIENTS when needed.

~~18.2.9.15~~ 13.4.1.13 Report to Program Manager.

~~18.2.10~~ 13.4.2 Qualifications

~~18.2.10.1~~ A minimum of one (1) year of experience working with the refugee community.

~~18.2.10.2~~ 13.4.2.1 Bachelor’s degree from an accredited college or university, preferably in a human services related field. Four (4) years of experience in employment services or human services may substitute for the bachelor’s degree.

~~18.2.10.3~~ 13.4.2.2 Competent in the use of personal computers and knowledgeable in the use of ~~word processing and spreadsheet programs such as~~ Microsoft Office suite tools. ~~Word and Excel.~~

~~18.2.10.4~~ 13.4.2.3 Bilingual capabilities in one (1) or more of the refugee languages spoken by CLIENTS served pursuant to this Agreement.

~~18.2.10.5~~ 13.4.2.4 Possess organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast-paced, deadline oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.

13.5 Intake Clerk

~~18.2.11~~ Job Developer I/II

~~18.2.12~~ Duties

~~18.2.13~~ Work closely with Case Manager and CLIENT to formalize a customized job readiness plan;

~~18.2.14~~ Complete regular individualized sessions to refine CLIENT resumes,

1 ~~enhance interviewing skills and eventually linking CLIENT to suitable employers; and~~

2 ~~18.2.15 Prepare and present EPW, maintains workshop topic database, coordinate~~  
3 ~~and invite guest speakers to improve upon and engage audiences.~~

4 ~~18.2.16 Report to Supervisor I/II~~

5 ~~18.2.17 Qualifications~~

6 ~~18.2.18 A minimum of one (1) year of work experience in a human services related~~  
7 ~~field and a minimum of one year of work experience in program evaluation. The minimum work~~  
8 ~~experience may be concurrent with one position. Experience working with the refugee community~~  
9 ~~is preferred.~~

10 ~~18.2.19 Bilingual capabilities in one or more of the languages spoken by the refugee~~  
11 ~~CLIENTs served pursuant to this Agreement.~~

12 ~~18.2.20 1.1.1 Case Manager~~

13 ~~18.2.21 1.1.1 Duties~~

14 ~~18.2.22 Conduct Intake and Assessment Interviews with CLIENTs; work directly~~  
15 ~~with CLIENTs to develop and implement FSSP; conduct home visits to assess Families and~~  
16 ~~monitor progress; and follow up to ensure services are received and goals are achieved.~~

17 ~~18.2.23 1.1.1 Document all actions taken in case file.~~

18 ~~18.2.24 Complete CLIENT orientation, identifies employment barriers, administer~~  
19 ~~Pre and Post BEST Tests to determine CLIENT SPL scores and qualify them into either VESL or~~  
20 ~~EPW track.~~

21 ~~18.2.25 Coordinate delivery of VESL and citizenship instruction classes; present~~  
22 ~~EPW.~~

23 ~~18.2.26 1.1.1 Provide post employment follow ups to monitor job adjustments~~  
24 ~~and satisfaction.~~

25 ~~18.2.27 Report to Supervisor I/II~~

26 ~~18.2.28 1.1.1 Qualifications~~

27 ~~18.2.29 Bachelor's degree from an accredited college or university, preferably in a~~  
28 ~~human services related field. Four (4) years of experience in employment services or human~~

~~services may substitute for the Bachelor's degree.~~

~~18.2.30 Competent in the use of personal computers and knowledgeable in the use of word processing and spreadsheet programs such as Microsoft Word and Excel.~~

~~18.2.31 Bilingual capabilities in one or more of the refugee languages spoken by CLIENTs served pursuant to this Agreement.~~

~~18.2.32 Possess organizational, interpersonal, written, and verbal communication skills; ability to perform comfortably in a fast-paced, deadline-oriented work environment; ability to successfully execute many complex tasks simultaneously; and ability to work as a team member, as well as independently.~~

~~18.2.33 Intake Clerk~~

~~18.2.34~~ 13.5.1 Duties

~~18.2.34.1~~ 13.5.1.1 Accept all referrals from SSA, public or private agencies and self-referred aided or non-aided CLIENT.

~~18.2.34.2~~ 13.5.1.2 Verify initial eligibility of all CLIENTS by reviewing RS3 referral document and/or I-94.

~~18.2.34.3~~ 13.5.1.3 Assign a Case Manager to each CLIENT based on an internal rotation system, language compatibility or other internal processes.

~~18.2.34.4~~ 13.5.1.4 Report to Program Manager ~~Supervisor I/II.~~

~~18.2.35~~ 13.5.2 Qualifications

~~18.2.35.1~~ 13.5.2.1 High School diploma and/or General Education Diploma (GED) or a minimum of three (3) months of related experience preferably in a human services related field and /or training in an office setting.

~~18.2.35.2~~ 13.5.2.2 Excellent written and oral skills. Knowledge of Microsoft Office suite tools, ~~emails~~ and operation of copy and fax machines.

13.6 Bookkeeper

~~18.2.36~~ Van Driver

~~18.2.37~~ 13.6.1 Duties

13.6.1.1 Work with Executive Director to ensure line items in this

1 Agreement's budget are being met.

2 13.6.1.2 Prepare all financial invoices for this Agreement including  
3 supporting documents.

4 13.6.1.3 Prepare for COUNTY financial audit.

5 13.6.1.4 Report to Program Manager.

6 13.6.2 Qualifications

7 13.6.2.1 Minimum of five (5) years working as a bookkeeper.

8 13.6.2.2 Five (5) years of experience using QuickBooks.

9 13.6.2.3 Bachelor's degree from an accredited college/university  
10 preferably in a human services related field.

11 ~~18.2.37.1 Provide transportation to CLIENTs, utilizing CONTRACTOR's~~  
12 ~~vehicle, for ES, including but not limited to the following: classes, interviews, job fairs, and all~~  
13 ~~related activities pertaining to ES.~~

14 ~~18.2.37.2 Perform preventive and regular maintenance on vehicle.~~

15 ~~18.2.38 Qualifications~~

16 ~~18.2.38.1 Must be at least twenty-one (21) years old with a valid Class C~~  
17 ~~California license.~~

18 ~~18.2.38.2 Meet all Department of Transportation requirements and physical~~  
19 ~~demands on the job description.~~

20 ~~18.2.38.3 Have a verifiable and stable work history and references; no~~  
21 ~~major preventable accident within the past three (3) years; no felony convictions; no more than~~  
22 ~~three (3) moving violations in the past three (3) years; no serious violation in the past twelve (12)~~  
23 ~~months; no more than six (6) moving violations in a lifetime.~~

24 ~~18.2.38.4 No DUI or DWI convictions.~~

25 ~~18.3~~ 13.7 Executive Director

26 ~~18.3.1~~ 13.7.1 Duties

27 ~~18.3.1.1~~ 13.7.1.1 Provide overall leadership and administrative  
28 support for agency, including program oversight, financial management, community relations, and



1 networking.

2 ~~Request Board of Directors resolution to submit any proposal or respond to~~  
3 ~~Request for Proposals. Negotiate and sign all proposals and contracts.~~

4 ~~18.3.1.2~~13.7.1.2 Supervise Program Director, oversee all reporting  
5 requirements completed by Program Director, and provide necessary coverage in his/her absence.

6 ~~18.3.1.3~~13.7.1.3 Report all RSS Program information to the Board of  
7 Directors.

8 ~~18.3.2~~13.7.2 Qualifications

9 ~~18.3.2.1~~13.7.2.1 A minimum of two (2) years of experience in a  
10 human services related field. Experience working with the refugee community is preferred.  
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