

This AGREEMENT, entered into this 1st day of October, 2020, 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.”

WHEREAS, COUNTY issued a Request for Proposals for Refugee Social Services in 2019; 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 and Nationality Act, as amended by the Federal Refugee Education Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; Refugee Act of 1980, Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; Victims of Trafficking and Violence Protection Act of 2000 (TVPA), Public Law 106-386; and

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

4 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on October 1, 2020, and terminate on September 30, 2023, 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, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

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

3. STATUS OF CONTRACTOR

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

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

1           4.     DESCRIPTION OF SERVICES

2           4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
3 supplies, as described in Exhibit A to the Agreement between County of Orange and Access  
4 California Services, for the Provision of Refugee Social Services, attached hereto and incorporated  
5 herein by reference. CONTRACTOR shall operate continuously throughout the term of this  
6 Agreement with the number and type of staff described and as required for provision of services  
7 hereunder.

8           4.2     Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
9 changes in staffing allocations to reflect current workload demands or service needs as long as  
10 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

11          4.3     Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
12 staff to attend an orientation session and subsequent training sessions given by COUNTY.

13          5.     LICENSES AND STANDARDS

14          5.1     CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of  
15 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
16 necessary licenses and permits required by the laws of the United States, State of California  
17 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
18 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
19 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
20 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
21 such laws and licensure requirements, including, without limitation, compliance with laws  
22 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
23 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
24 becoming expired, inactive, etc.).

25          5.2     In the performance of this Agreement, CONTRACTOR shall comply with all  
26 applicable provisions of the WIC; Title 45 of the Code of Federal Regulations (CFR);  
27 implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost  
28 Principles, and Audit Requirements for Federal Awards; and all applicable laws and regulations

of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

## 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

### 6.1 Delegation and Assignment

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

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

### 6.2 Change of Ownership

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

## 7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of

1 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
2 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
3 ADMINISTRATOR may require.

4 7.1.1 Subcontracts of \$50,000 or less

5 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,  
6 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services  
7 by CONTRACTOR when the cumulative total cost of the services to be provided by any  
8 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this  
9 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
10 providing services or the usual and customary charges established by the organization(s) providing  
11 the services.

12 7.1.2 Subcontracts in excess of \$50,000

13 7.1.2.1 CONTRACTOR shall develop and submit for approval to  
14 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
15 the total cumulative cost of services provided by any single organization is anticipated to exceed  
16 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed  
17 procurement system shall take into consideration such factors as: degree of price competition;  
18 pricing policies and techniques; experience and quality of service; methods of evaluating  
19 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,  
20 award, and post-award management of subcontracts, including internal audit procedures and  
21 monitoring of subcontractor's performance until completion of services.

22 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's  
23 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
24 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the  
25 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
26 consent prior to entering into a subcontract with any organization when the total cumulative cost  
27 of services to be provided by that organization is anticipated to exceed fifty thousand dollars  
28 (\$50,000) during the term of this Agreement.



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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

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

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

8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

8.2 Change in Form of Business Organization

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

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the

1 Agreement. While CONTRACTOR is required to provide name change information without  
2 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
3 status upon request by COUNTY.

4 9. NON-DISCRIMINATION

5 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not  
6 engage nor employ any unlawful discriminatory practices in the admission of CLIENTS, provision  
7 of services or benefits, assignment of accommodations, treatment, evaluation, employment of  
8 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
9 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
10 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
11 status, or any other protected group, in accordance with the requirements of all applicable federal  
12 or State laws.

13 9.2 CONTRACTOR shall furnish any and all information requested by  
14 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
15 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
16 9 et seq.

17 9.3 Non-Discrimination in Employment

18 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
19 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
20 Department of Labor regulations (Title 41 CFR Part 60).

21 9.3.2 All solicitations or advertisements for employees placed by or on behalf of  
22 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
23 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
24 disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
25 gender expression, age, sexual orientation, military and veteran status, or any other protected  
26 group, in accordance with the requirements of all applicable federal or State laws. Notices  
27 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
28 for employees and job applicants.

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

California Department of Fair Employment

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Telephone: (800) 884-1684

(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

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

9.4.2 CONTRACTOR shall provide any and all CLIENTS desirous of filing a

formal complaint any and all information as appropriate:

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

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)

## 10. NOTICES

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

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

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

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

## 11. NOTICE OF DELAYS

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

## 12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and

1 their elected and appointed officials, officers, employees, agents, and those special districts and  
2 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
3 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
4 including, but not limited to, personal injury or property damage arising from or related to the  
5 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
6 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
7 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
8 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
9 Neither party shall request a jury apportionment.

### 10 13. INSURANCE

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

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

1           13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
2 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
3 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
4 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
5 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
6 provision(s) in the Agreement, agrees to all of the following:

7           13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
8 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
9 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
10 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
11 same; and

12           13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
13 irrespective of any duty to indemnify or hold harmless; and

14           13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
15 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
16 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
17 insured.

18           13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
19 term of this Agreement, COUNTY may terminate this Agreement.

20           13.5 Qualified Insurer

21           13.5.1 The policy or policies of insurance must be issued by an insurer with a  
22 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
23 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
24 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business  
25 in the state of California (California Admitted Carrier).

26           13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
27 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
28 the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

#### 13.8 Required Coverage Forms

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

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

#### 13.9 Required Endorsements

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

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

13.9.1.2 A primary non-contributing endorsement using ISO form CG 20



01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

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

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

13.14 The Commercial General Liability policy shall contain a severability of interests

1 clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

2 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
3 Paragraph 10 of this Agreement.

4 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements  
5 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
6 award may be made to the next qualified proponent.

7 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
8 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
9 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
10 appropriate to adequately protect COUNTY.

11 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
12 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
13 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
14 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
15 COUNTY shall be entitled to all legal remedies.

16 13.19 The procuring of such required policy or policies of insurance shall not be construed  
17 to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and  
18 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
19 available from the insurer.

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

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

23 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
24 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance  
25 under this Agreement. While CONTRACTOR is required to provide this information without  
26 prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status,  
27 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

28 14.2 Any accident or incident relating to services performed under this Agreement that

1 involves injury or property damage which may result in the filing of a claim or lawsuit against  
2 CONTRACTOR and/or COUNTY.

3 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
4 relating to services performed by CONTRACTOR under this Agreement.

5 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

6 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
7 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
8 Agreement.

9 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
10 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
11 of service location or jurisdiction.

12 15. CONFLICT OF INTEREST

13 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
14 or conditions that could result in a conflict with COUNTY interests. In addition to the  
15 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
16 subcontractors associated with the provision of goods and services provided under this Agreement.  
17 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
18 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
19 entertainment, payments, loans, or other considerations which could be deemed to influence or  
20 appear to influence COUNTY staff or elected officers in the performance of their duties.

21 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
22 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
23 Agreement performance. While CONTRACTOR will be required to provide this information  
24 without prompting from COUNTY any time there is a change regarding conflict of interest,  
25 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

26 16. ANTI-PROSELYTISM PROVISION

27 No funds provided directly to institutions or organizations to provide services and  
28 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be

1 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by  
2 law.

3 17. SUPPLANTING GOVERNMENT FUNDS

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

12 18. EQUIPMENT

13 18.1 All items purchased with funds provided under this Agreement, or which are  
14 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand  
15 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital  
16 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital  
17 Equipment is limited to the performance of this Agreement. Upon the termination of this  
18 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
19 COUNTY or its representatives, or dispose of them in accordance with the directions of  
20 ADMINISTRATOR.

21 CONTRACTOR further agrees to the following:

22 18.1.1 To maintain all items of Capital Equipment in good working order and  
23 condition, normal wear and tear excepted.

24 18.1.2 To label all items of Capital Equipment, do periodic inventories as required  
25 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital  
26 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All  
27 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

28 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,

1 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement  
2 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

3 18.1.4 To purchase a policy or policies of insurance covering loss or damage to  
4 any and all Capital Equipment purchased under this Agreement, in the amount of the full  
5 replacement value thereof, providing protection against the classification of fire, extended  
6 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
7 parties' interests as they appear.

8 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in  
9 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the  
10 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's  
11 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for  
12 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if  
13 prior written approval has not been obtained from ADMINISTRATOR.

14 18.3 Computer Equipment

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

22 19. BREACH SANCTIONS

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

27 19.1 Afford CONTRACTOR a time period within which to cure the breach, which  
28 period shall be established by ADMINISTRATOR; and/or

1           19.2   Discontinue reimbursement to CONTRACTOR for and during the period in which  
2 CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

3           19.3   Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY  
4 those monies disallowed pursuant to Subparagraph 19.2 above.

5           19.4   ADMINISTRATOR will give CONTRACTOR written notice of any action  
6 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

7   20.   PAYMENTS

8           20.1   Maximum Contractual Obligation

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

12                   20.1.1 \$450,000 for October 1, 2020 through September 30, 2021;

13                   20.1.2 \$450,000 for October 1, 2021 through September 30, 2022; and

14                   20.1.3 \$450,000 for October 1, 2022 through September 30, 2023.

15           20.2   Allowable Costs

16           During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
17 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this  
18 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,  
19 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will  
20 be incurred by CONTRACTOR for June 2021, June 2022, and June 2023, during the month of  
21 such anticipated expenditure.

22           20.3   Claims

23                   20.3.1 CONTRACTOR shall submit monthly claims to be received by  
24 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
25 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
26 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
27 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
28 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,

Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

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

20.3.4 Year-End and Final Claims:

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

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

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which

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

12 22. OUTSTANDING DEBT

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

16 23. FINAL REPORT

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

22 24. INDEPENDENT AUDIT

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



1 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
2 CONTRACTOR's financial statements. The audit must be performed in accordance with  
3 generally accepted government auditing standards. CONTRACTOR shall cooperate with  
4 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)  
5 months after issuance of all audit reports with regard to audit exceptions.

6 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers October  
7 1 through September 30. CONTRACTOR shall provide ADMINISTRATOR copies of  
8 organization-wide audits for each of the fiscal cycles corresponding with the term of this  
9 Agreement. CONTRACTOR shall provide each audit within fourteen (14) calendar days of  
10 CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be  
11 sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Agreement  
12 with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.  
13 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to  
14 CONTRACTOR.

15 25. RECORDS, INSPECTIONS, AND AUDITS

16 25.1 Financial Records

17 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
18 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
19 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
20 State, and federal audits are completed, whichever is later.

21 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
22 internal control, and financial reporting standards in conformity with generally accepted  
23 accounting principles established by the American Institute of Certified Public Accountants and  
24 to the satisfaction of ADMINISTRATOR.

25 25.2 Client Records

26 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
27 of CLIENTS served and dates and type of services provided under the terms of this Agreement in  
28 a form acceptable to ADMINISTRATOR.

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

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

### 25.3 Public Records

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

### 25.4 Inspections and Audits

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

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

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

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

## 25.5 Evaluation Studies

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

## 26. PERSONNEL DISCLOSURE

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

26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

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

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

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

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

26.3 Where authorized by law, and in a manner consistent with California Government

1 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
2 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
3 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
4 Personnel shall be cause for termination from the performance of services under this Agreement.

5 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
6 a clearance on the following public websites of the names and dates of birth for all Personnel who  
7 will have direct, interactive contact with CLIENTS served through this Agreement: U.S.  
8 Department of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex  
9 Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

10 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
11 a criminal record background check on all Personnel who will have direct, interactive contact with  
12 CLIENTS served through this Agreement. Background checks conducted through the California  
13 Department of Justice shall include a check of the California Central Child Abuse Index, when  
14 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
15 performance of services under this Agreement.

16 26.6 CONTRACTOR shall ensure that clearances and background checks described in  
17 Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing  
18 services under this Agreement.

19 26.7 In the event a record is revealed through the processes described in Subparagraphs  
20 26.4 and 26.5 above, COUNTY will be available to consult with CONTRACTOR on  
21 appropriateness of Personnel providing services through this Agreement.

22 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
23 provide services under this Agreement have satisfactory past work records and/or reference checks  
24 indicating their ability to perform the required duties and accept the kind of responsibility  
25 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
26 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
27 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
28 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits

are completed, whichever is later, in compliance with all applicable laws.

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

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

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

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

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

## 27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with

1 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers  
2 and employees from employer sanctions and any other liability which may be assessed against  
3 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
4 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
5 work under this Agreement.

6 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

7 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
8 that all employees, agents, subcontractors, and all other individuals performing services under this  
9 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section  
10 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of  
11 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,  
12 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
13 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
14 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
15 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
16 they now exist or as they may hereafter be amended.

17 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
18 LAW

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

23 30. CONFIDENTIALITY

24 30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
25 the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated  
26 thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

27 30.2 All records and information concerning any and all persons referred to  
28 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential

1 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
2 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
3 employees, agents, subcontractors, and all other individuals performing services under this  
4 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
5 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
6 of this Agreement.

7 30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
8 other individuals performing services under this Agreement of this provision and that any person  
9 violating the provisions of said California state law may be guilty of a crime.

10 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
11 to the confidentiality requirements of this Agreement.

12 31. SECURITY

13 31.1 Security Requirements

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

22 31.1.1.1 Storage of confidential paper files that ensures records are  
23 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

24 31.1.1.2 Control of access to physical and electronic records to ensure  
25 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
26 services.

27 31.1.1.3 Control to prevent unauthorized access and to prevent  
28 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

31.1.1.4 Firewall protection.

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

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

## 31.2 Security Breach Notification

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

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

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

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

31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will



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

32. COPYRIGHT ACCESS

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

33. WAIVER

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

34. SERVICES DURING EMERGENCY AND/OR DISASTER

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

President of the United States.

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

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

### 35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

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

35.1.3.1 Any commercial product or service; and

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

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

### 36. REPORTS

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

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

### 37. ENVIRONMENTAL PROTECTION STANDARDS

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

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

37.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the

grant is under consideration to be listed on the EPA List of Violating Facilities; and

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

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

CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that cites the following:

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

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

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

2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

1 Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or  
2 her behalf in connection with this solicitation, the offeror shall complete and submit with its offer,  
3 OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

4 3) He or she will include the language of this certification in all  
5 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
6 \$100,000 shall certify and disclose accordingly.

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

12 39. POLITICAL ACTIVITY

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

16 40. TERMINATION PROVISIONS

17 40.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
18 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
19 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
20 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
21 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
22 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
23 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
24 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
25 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

26 40.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
27 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
28 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,

1 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
2 parties. During the Transition Period, service and data access shall continue to be made available  
3 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
4 transitioning all data in the format determined by COUNTY.

5 40.3 In the event of termination of this Agreement, cessation of business by  
6 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
7 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
8 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
9 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
10 Agreement.

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

21 40.5 If any term, covenant, condition, or provision of this Agreement or the application  
22 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
23 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
24 thereby.

25 41. GOVERNING LAW AND VENUE

26 This Agreement has been negotiated and executed in the State of California and shall be  
27 governed by and construed under the laws of the State of California, without reference to conflict  
28 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole

1 and exclusive venue shall be a court of competent jurisdiction located in Orange County,  
2 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,  
3 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
4 to waive any and all rights to request that an action be transferred for trial to another county.

5 42. SIGNATURE IN COUNTERPARTS

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

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

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

By:   
NAHLA KAYALI  
EXECUTIVE DIRECTOR  
ACCESS CALIFORNIA SERVICES

By: \_\_\_\_\_  
CHAIRWOMAN  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: 7/10/2020

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: 07/15/20



EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ACCESS CALIFORNIA SERVICES  
FOR THE PROVISION OF  
REFUGEE SOCIAL SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to refugees referred by Social Services Agency (SSA). Refugees include any person who is outside his or her country of nationality or habitual residence and is unable or unwilling to return to or seek protection of that country due to a well-founded fear of persecution based on race, religion, nationality, membership in a particular social group, or political opinion, as defined in Title 8 United States Code (USC) § 1101 (a) (42).

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

1.3 If there are openings after all SSA referred CLIENTS have been served, CONTRACTOR shall also serve non-aided refugees, defined as CLIENTS who have been granted refugee or refugee-related status by the US Citizenship and Immigration Services (USCIS) for less than sixty (60) months, but do not meet the eligibility requirements to receive Refugee Cash Assistance (RCA), referred from public and private agencies and self-referrals.

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

2. WORKLOAD STANDARDS

2.1 Program Objectives

2.1.1 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.

2.1.2 The Case Manager provides social work and employment related services to CLIENTS consistent with best practices that will assist CLIENTS in obtaining employment and address any barriers that may prevent them from achieving or maintaining economic self-sufficiency.

## 2.2 Principles

CONTRACTOR shall:

2.2.1 Accept all referrals for RSS from SSA.

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

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

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

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

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

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

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

2.2.9 Ensure opportunities are maximized to provide integrated, coordinated, and

1 easily accessible resources for CLIENTS.

2 2.2.10 Ensure services are community-based and integrate federal, State, and  
3 community funding opportunities.

4 2.2.11 Identify CLIENT's strengths utilizing motivational and strength-based  
5 interviewing techniques.

6 2.2.12 Ensure services are outcome-driven and identify indicators that accurately  
7 reflect progress towards outcomes identified in Paragraph 5 of this Exhibit.

8 3. HOURS OF OPERATION

9 3.1 CONTRACTOR shall provide services during hours that are responsive to the  
10 needs of the target population(s) as determined by ADMINISTRATOR. At a minimum,  
11 CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m.,  
12 except COUNTY holidays as established by the Orange County Board of Supervisors. However,  
13 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

14 3.2 CONTRACTOR shall provide a designated staff available to provide support for  
15 employment assistance outside of regular business hours as needed.

16 3.3 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
17 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
18 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
19 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
20 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's  
21 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit. Any unauthorized  
22 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 of this  
23 Agreement, and shall not be reimbursed.

24 4. SERVICES

25 4.1 CONTRACTOR shall prioritize the provision of RSS, pursuant to 45 CFR Part  
26 400.147 and CDSS regulations, in the following order:

27 4.1.1 All newly arriving refugees during their first year in the U.S. who apply for  
28 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.

4.4 Employment Services

4.4.1 Intake and Assessment

CONTRACTOR shall:

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

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.

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.

4.4.1.4 Enroll all eligible CLIENTS into Employment Services.

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

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.

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

1 understand, explaining public assistance (to cash aided CLIENTS), the established grievance  
2 procedures, the purpose of the refugee programs, the training and Employment Services available,  
3 and the employment focus and goal of these programs.

4 4.4.1.8 Obtain information including, but not limited to, personal data,  
5 health status, work history, educational background, language proficiency, job skills, previous  
6 training received, length of time in the U.S., and barriers, if any, to training and employment.

7 4.4.1.9 Explain the Mandatory Work Registration and Sanctioning  
8 process to cash aided CLIENTS.

9 4.4.1.10 Encourage non-cash aided CLIENTS to follow the same  
10 sequence of services, if possible. However, since non-cash aided CLIENTS participate voluntarily,  
11 CLIENTS may opt to attend Employment Preparedness Workshops (EPW) prior to Job Placement.

12 4.4.1.11 Assess Employment Support Services needs such as, but not  
13 limited to, acculturation, household budgeting, housing, and nutritional concerns.

14 4.4.1.12 Administer an ADMINISTRATOR approved version of the  
15 Basic English Skills Test (BEST), an assessment that tests for reading and writing skills, to  
16 determine the individual's Student Performance Level (SPL).

17 4.4.1.13 Ensure that a cash aided CLIENT with a SPL lower than four (4)  
18 is enrolled in Vocational English as a Second Language (VESL) classes and also assigned to EPW  
19 and Job Counseling as described in Subparagraphs 4.4.2 and 4.4.3 below, in accordance with the  
20 FSSP.

21 4.4.1.13.1 A CLIENT with a SPL of four (4) shall be referred,  
22 as determined appropriate by CONTRACTOR, to VESL or the full range of Employment Services  
23 as described in Subparagraph of this Exhibit.

24 4.4.1.13.2 A CLIENT with a SPL level of five (5) or higher  
25 shall be referred for the full range of Employment Services, excluding VESL.

26 4.4.1.13.3 All CLIENTS with a SPL of five (5) or higher shall  
27 immediately start Job Search while attending EPW.

28 4.4.1.14 Provide an inclusive assessment of the CLIENT to design a

comprehensive service strategy that not only focuses on tangible barriers to employment but also incorporates other areas of potential need.

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

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.

4.4.1.15 Develop an individual employability plan for each CLIENT.

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.

#### 4.4.2 EPW, Resources, and Transportation

CONTRACTOR shall:

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.

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.

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.

4.4.2.4 Assist with transportation to interviews and job fairs, accompany

CLIENTS to oversee completion of employment applications, and assist with translation during interviews as needed.

#### 4.4.3 Job Counseling and Job Search Assistance

CONTRACTOR shall:

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

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

4.4.3.3 Develop a collaborative 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 4.4.3.9 if their job and language skills meet the minimum requirements for the required job duties.

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

4.4.3.5 Identify and address barriers to employment and monitor progress on a weekly basis.

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

4.4.3.7 Provide personalized Job Search Assistance and Job Retention Services with awareness of the local job market and direction in locating job opportunities.

4.4.3.8 Provide Job Counseling to assist Part-Time (PT) or temporarily

employed CLIENTS to upgrade to Full-Time (FT) employment.

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

4.4.4 Short-Term Skills Training (ST)

CONTRACTOR shall:

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

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.

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

4.4.5 Job Development and Placement

CONTRACTOR shall:

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.

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

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 jobs accessible by public transportation.

4.4.5.4 Serve as a liaison and support between CLIENTS and employers.

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

4.4.6 Employment Support, Job Retention Services, and Other Employability Services



CONTRACTOR shall:

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

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

4.4.6.3 Provide services that address issues and barriers to attaining self-sufficiency that may include, but are not limited to, referral for resolution of behavioral health issues, facilitation of emergency services, and access to available community resources.

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

4.4.6.5 Contact all employed CLIENTS after their first week of employment to determine their job satisfaction, to identify and help solve problems, and to provide further employment counseling.

4.4.6.6 Contact all CLIENTS after job placement to determine retention and assess the CLIENT's progress towards the goal of self-sufficiency within the following:

4.4.6.6.1 Contact the CLIENT(s) thirty (30) and sixty (60) calendar days after placement to assess the CLIENT's progress toward self-sufficiency.

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

4.4.6.6.3 Contact the employers and/or CLIENT(s) ninety (90) calendar days after placement to determine retention and assess the CLIENT's progress toward

self-sufficiency.

4.4.6.6.4 After six (6) months of employment, CONTRACTOR shall contact both the employers and the CLIENT to ensure the CLIENT(s) is making satisfactory progress in the job. CONTRACTOR shall then complete the necessary paperwork, close the CLIENT's file, and report the outcome to the ADMINISTRATOR.

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

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

#### 4.4.7 VESL

CONTRACTOR shall:

4.4.7.1 Enroll CLIENTS in VESL for a maximum of three (3) months.

4.4.7.2 Document attendance in accordance with Subparagraph 8.5 of this Exhibit.

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

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

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

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

4.4.7.7 Integrate monthly workshops, preferably employment related,

with VESL classes; workshops and materials must be pre-approved by ADMINISTRATOR.

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

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

#### 4.5 Outreach and Referral to Low Income Programs

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

##### 4.5.1 Intake and Assessment

CONTRACTOR shall:

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

4.5.1.2 Accept cash aided and non-cash aided CLIENTS.

4.5.1.3 Solicit eligible CLIENTS on a voluntary basis.

4.5.1.4 Verify eligibility 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, driver's licenses, and proof of residence in Orange County.

4.5.1.5 Provide registration verification, and complete the necessary forms as required by ADMINISTRATOR.

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

4.5.1.7 Refer CLIENTS to Low Income Programs, as described in

Subparagraph 4.5.3.1 of this Exhibit, and follow up to confirm outcome of referral. Make any additional referrals for services as needed.

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

4.5.1.9 Conduct a service needs assessment, documenting on a form approved by ADMINISTRATOR, at a minimum, the issues and barriers to attaining and maintaining stability, community integration and self-sufficiency, and the services required to address the CLIENT's needs which will improve the CLIENT's quality of life. For CLIENTS participating in Employment Services, this strategy shall be included as part of the FSSP.

#### 4.5.2 Outreach

4.5.2.1 CONTRACTOR shall provide a minimum of ten (10) community outreach activities per year in order to identify and notify new CLIENTS of available services, service locations, and how to access the services provided under this Agreement.

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

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

#### 4.5.3 Referral to Low Income Programs

CONTRACTOR shall:

4.5.3.1 Refer CLIENTS for other appropriate services or community resources including, but not limited to, Head Start; Women, Infants, and Children's Services Program; Cal Fresh; Covered California; Medi-Cal; Low Income Home Energy Assistance Program; the Utility Company's Reduced Rate Programs; consumer education programs; childcare services and payment programs; low income housing assistance and housing subsidy programs,

including first time buyer programs; food assistance programs such as food banks; Family Resource Centers; and other local community agencies providing services, as appropriate, to remove barriers and/or improve the CLIENT's quality of life by increasing access to services.

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

4.5.3.3 Provide CLIENTS with community resource materials.

4.5.3.4 Provide CLIENTS assistance in enrolling in low income programs by making application forms available and assisting in completion of the forms.

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

#### 4.6 Interpretation/Translation Services

CONTRACTOR shall:

4.6.1 Provide CLIENTS interpretation/translation services as needed, to assist with enrollment in low-income programs, or make the appropriate referral.

4.6.2 Provide CLIENTS legal or medical interpretation/translation services, or make the appropriate referral.

4.6.3 Follow-up with CLIENTS referred to services outside the CONTRACTOR's agency.

#### 4.7 Mentoring Services

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

CONTRACTOR shall:

4.7.2 Develop a plan that addresses the CLIENT's concerns including, but not limited to, the need for acculturation, specialized needs, the need for other social services, and referrals for Medi-Cal and CalFresh benefits. For CLIENTS participating in Employment Services, this strategy should be included as part of the FSSP.

4.7.3 Refer CLIENTS as needed to CBOs, other service agencies, or other

COUNTY contracted service providers, as appropriate, to assist CLIENTS to address barriers including, but not limited to, personal health, family conflict, housing, and transportation issues.

#### 4.8 Older Refugee Services

4.8.1 Older Refugees are defined as Refugees sixty (60) years of age and over and include Asylees, Special Immigrant Visas, and Cuban and Haitian Entrants, are eligible to receive or be referred to Citizenship and Naturalization Services (CNS).

CONTRACTOR shall provide the following services in order to facilitate self-sufficiency:

##### 4.8.2 Outreach, Education, and Translation

CONTRACTOR shall:

4.8.2.1 Conduct outreach and provide education on available services and how to obtain these services.

4.8.2.2 Provide translation and interpretation services.

##### 4.8.3 Linkages

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

##### 4.8.4 ELT

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

##### 4.8.5 Citizenship Training

CONTRACTOR shall:

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

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

##### 4.8.6 Naturalization Application Assistance

CONTRACTOR shall:

4.8.6.1 Provide application assistance to facilitate Older Refugees in completing the application process, including appointments to take the written civics and history exams.

4.8.7 Transportation

CONTRACTOR shall:

4.8.7.1 Assist Older Refugees with securing transportation, as needed, to classes and CNS.

4.8.8 Maintain a log of the CLIENTS that receive CNS per Subparagraph 8.5 of this Exhibit.

5. PERFORMANCE REQUIREMENTS

5.1 CONTRACTOR shall meet the following annual outcomes during the term of this Agreement:

5.1.1 A minimum of fifty percent (50%) of all unduplicated CLIENTS (aided and non-cash aided) identified in Paragraph 1 of this Exhibit shall be placed in either FT/PT employment.

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

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

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

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

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

1        6.     ADDITIONAL CONTRACTOR RESPONSIBILITIES

2            In addition to providing the services described in Paragraph 4 of this Exhibit  
3        CONTRACTOR agrees to:

4            6.1     Follow ADMINISTRATOR's and CDSS' current procedures concerning any  
5        CLIENT's failure to participate or cooperate. ADMINISTRATOR will forward such procedures  
6        to CONTRACTOR.

7            6.2     Utilize the FSSP to monitor the CLIENT's progress through the RSS program and  
8        through other service providers.

9            6.2.1    Monitoring includes, but is not limited to, Job Placement, employment  
10        retention, status of referrals to service providers, and changes to an individual's personal data.  
11        This will also include completing all Mandatory Referral forms as well as coordinating with and  
12        providing information, as determined necessary by ADMINISTRATOR, to the referring agencies.

13          6.3     Document progress, attendance and participation hours in accordance with  
14        Subparagraph 8.5 of this Exhibit A.

15          6.4     Document failure by a cash aided CLIENT to participate/cooperate utilizing forms  
16        provided by ADMINISTRATOR.

17          6.5     Forward to ADMINISTRATOR appropriate documentation of noncompliance and  
18        nonparticipation regarding a CLIENT who is required to participate for a good cause  
19        determination, sanction implementation or conciliation plans.

20          6.6     Employ or subcontract with staff as described in Subparagraph 12.3.1 of this  
21        Exhibit A that speak the CLIENTs' native languages and are culturally responsive to the  
22        populations served.

23          6.7     Encourage all CLIENTS, who meet the qualifications, to apply for  
24        CONTRACTOR staff positions to assist in reaching the goal of self-sufficiency.

25          6.8     Participate in Fair Hearings as necessary. Fair Hearings is a process available to  
26        CLIENTs if they disagree with an action taken by COUNTY.

27          6.9     Ensure CLIENT's Personally Personal Identifiable Information (PII) is kept  
28        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.

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

6.11 Provide training to staff that uses COUNTY Data System related to the sensitivity of CLIENT PII.

## 7. FACILITIES

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).

7.6 Provide parking spaces for CLIENTS free and exclusive use.

7.7 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

1 services.

2 7.9 Provide parking for disabled CLIENTS in accordance with the ADA, and any other  
3 rules or statutes relating to parking for disabled persons.

4 7.10 Provide a secure work area to maintain confidentiality of client information.

5 7.11 Provide facilities that are safe, clean, and maintained in compliance with all  
6 applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may  
7 be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial  
8 services to all premises on a five-day-per-week basis, subject to the satisfaction of COUNTY. If  
9 CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the  
10 premises, ADMINISTRATOR may notify CONTRACTOR in writing. Failure to comply may  
11 result in termination of this Agreement.

12 8. REPORTS

13 CONTRACTOR shall:

14 8.1 Submit various reports, including but not limited to, financial reports, monthly  
15 progress reports, and a year-end final report. The year-end report will summarize the results of  
16 efforts made to achieve the outcomes as noted in Paragraph 5 of this Exhibit, and will reflect  
17 successes and barriers experienced in the provision of services.

18 8.2 Complete reports as required by ADMINISTRATOR, including Quarterly  
19 Performance, Quarterly Progress, and Semi-Annual Progress reports.

20 8.2.1 Comply with data gathering methodology as prescribed by  
21 ADMINISTRATOR.

22 8.2.2 Maintain and submit Employment Services and demographic statistics on  
23 CLIENTS served and services provided as required by ADMINISTRATOR.

24 8.2.3 Maintain records, collect data, and provide reports as required by  
25 ADMINISTRATOR in order to track progress, and monitor outcome objectives identified in  
26 Paragraph 5 of this Exhibit. Data elements shall include, but are not limited to, the following:

27 8.2.3.1 Number of CLIENTS and breakdown of number of CLIENTS by  
28 age group, type of service and time elapsed from date of entry in the US;

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

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

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

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

8.2.5 Percentage of unduplicated CLIENTS placed in either FT or PT employment;

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

8.2.7 Percentage of CLIENTS who retain employment for at least ninety (90) days;

8.2.8 Referrals made and referral outcomes;

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

8.2.10 Pay rate and length of time of employment retention;

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

8.2.12 Summary of complaints received;

8.2.13 Program Narrative to include activities undertaken to accomplish the annual outcomes, 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;

8.2.14 Outcomes of supervisory case reviews; and

8.2.15 Training activities and list of attendees.

### 8.3 Communication

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.

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 days to ensure linkage to the referred service was successful.

8.3.5 All such communication shall be documented per Subparagraph 8.5 below.

8.3.6 CONTRACTOR shall maintain weekly contact with all CLIENTS in order to better serve them as they move toward self-sufficiency.

8.3.7 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.

8.3.8 All contacts should help to motivate and counsel CLIENTS in the benefits of economic self-sufficiency.

#### 8.4 Forms

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

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

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.

#### 8.5 Case Narratives

8.5.1 CONTRACTOR shall accurately maintain and update the case narrative.

8.5.1.1 Case narratives shall be completed any time there is significant

1 action taken by any staff person associated with the file.

2 8.5.1.2 All entries by CONTRACTOR are to be signed, dated, legible,  
3 and in a format approved by ADMINISTRATOR.

4 8.5.2 Case narratives shall include, but are not limited to, the following items:

5 8.5.2.1 Date case/referral is received;

6 8.5.2.2 Current status of the case, including assessment of service needs,  
7 actions taken, and status of referrals;

8 8.5.2.3 Scheduled dates and reasons for all contacts;

9 8.5.2.4 Overall plan of CLIENT contact, outcomes, and follow-up dates  
10 arranged during contact;

11 8.5.2.5 Dates of attendance and participation hours for all RSS activities;

12 8.5.2.6 Complete and accurate description of all case activity;

13 8.5.2.7 Issues identified related to the CLIENT's progress toward the  
14 goals established in the FSSP;

15 8.5.2.8 Identification of and plan to secure any missing information in  
16 the CLIENT's file; and

17 8.5.2.9 Summary of all written and verbal communication with CLIENT.

18 8.5.3 The closing narrative shall include the date and reason for the case being  
19 closed and any incomplete actions and rationale.

20 8.5.4 Any additional information regarding the RSS Program's progress shall be  
21 prepared in a format approved by ADMINISTRATOR.

22 8.5.5 ADMINISTRATOR may add, delete, waive or otherwise modify individual  
23 reporting requirements as stated in this Paragraph.

24 9. PERFORMANCE MONITORING

25 9.1 Quality Control

26 9.1.1 CONTRACTOR shall establish and utilize a comprehensive Quality  
27 Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program  
28 services and quality.

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

3                   9.1.3 The Quality Control Plan shall be in effect throughout the term of this  
4 Agreement and shall be updated as needed and submitted to ADMINISTRATOR for approval  
5 before updates are implemented.

6                   9.1.4 The Quality Control Plan shall include, but not be limited to, the following:

7                         9.1.4.1 The method for ensuring the services, deliverables, and  
8 requirements are being provided as defined in this Agreement;

9                         9.1.4.2 The method for assuring that the staff rendering services under  
10 this Agreement have the necessary qualifications;

11                        9.1.4.3 The method for assuring all staff receives initial and ongoing  
12 training for implementation of Paragraph 4 of this Exhibit;

13                        9.1.4.4 The method for identifying and preventing deficiencies in the  
14 quality of service;

15                        9.1.4.5 The method for providing ADMINISTRATOR with a copy of  
16 CONTRACTOR case reviews, and a clear description of any corrective action taken to resolve  
17 identified problems;

18                        9.1.4.6 Items/areas to be inspected on either a scheduled or unscheduled  
19 basis, how often inspections will be accomplished, and the title of the individual(s) who will  
20 perform the inspections;

21                        9.1.4.7 Specific methods for identifying and preventing deficiencies in  
22 the quality of service performed, before the level of performance becomes unacceptable;

23                        9.1.4.8 Maintenance of a file of all inspections conducted by  
24 CONTRACTOR and, if necessary, the corrective action taken; and

25                        9.1.4.9 Method for continuing services in the event of an emergency,  
26 such as a strike by CONTRACTOR's employees or a natural disaster.

27                   9.2    Supervisor Reviews

28                   9.2.1 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:

9.2.2 Overall case management and application of RSS rules and regulations.

9.2.3 CLIENT's participation hours, case discrepancies, and any other identified corrective actions required.

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

9.2.4.1 Summary of the case review findings, and

9.2.4.2 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.

9.3.2 The UR may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services.

9.3.3 CLIENT cases reviewed during the UR shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

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

9.3.5 In 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 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. Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 40 of this Agreement.

1                   9.4    Handling Complaints

2                   CONTRACTOR shall:

3                   9.4.1   Develop, operate, and maintain procedures for receiving, investigating, and  
4 responding to provider and CLIENT complaints, including Civil Rights complaints, requests for  
5 reviews by ADMINISTRATOR, negative comments, and other complaints relating to services  
6 provided under this Agreement.

7                   9.4.2   Maintain a log for identification and response to CLIENTS' complaints.  
8 When complaints cannot be resolved informally, a system of follow-through shall be instituted  
9 which adheres to formal plans for specific actions. Responses to complaints should occur within  
10 two (2) business days, unless otherwise authorized by ADMINISTRATOR.

11                  9.4.3   When CONTRACTOR believes any complaint may have legal implications  
12 for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to  
13 ADMINISTRATOR prior to responding to the complaint. In the event any such complaint pertains  
14 to an injury or property damage, CONTRACTOR shall follow the provisions as set forth in  
15 Subparagraph 14.2 of this Agreement.

16                  9.4.4   CONTRACTOR shall provide to ADMINISTRATOR, in a form approved  
17 by ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's  
18 response to any complaints as described above within ten (10) business days of the complaint,  
19 except as provided in Subparagraph 9.4.3 above.

20                  9.4.5   CONTRACTOR shall provide a summary of all complaints and/or negative  
21 comments as prescribed and on a format approved by ADMINISTRATOR.

22                  9.4.6   Complaints include, but are not limited to, complaints from CLIENTS,  
23 other COUNTY contracted service providers, community organizations, and the public.

24                  9.5    Fraud Investigation Referrals

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

27                  9.6    Formal Grievance Process and State Hearing

28                  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.

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.

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

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

## 10. MEETINGS

10.1 ADMINISTRATOR and FSS-AS representative(s) shall meet monthly with CONTRACTOR to provide consultation and assistance in monitoring, and determining the programmatic services provided under this Agreement.

## 11. BUDGET

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

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

<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 disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during

1 the fiscal year in which the expense is claimed, minus the actual vacation time used by the  
2 employee during said fiscal year. The overall benefit rate shall not exceed the actual salary expense  
3 claimed.

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

6 11.1 For the purpose of meeting specific program needs, CONTRACTOR may request  
7 to reallocate funds between budgeted line items by utilizing a Budget Modification Request form  
8 provided by ADMINISTRATOR, which shall include a justification narrative specifying the  
9 purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact  
10 as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance  
11 written approval from ADMINISTRATOR for any Budget Modification Request prior to  
12 implementation. Failure to obtain advance written notice approval for any proposed Budget  
13 Modification Request may result in disallowance of reimbursement for those costs.

14 11.2 In the event CONTRACTOR identifies savings within their budget,  
15 CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in  
16 Paragraph 4 of this Exhibit before adding new services and/or programming.

17 11.3 In the event the budget shown in Paragraph 11 of this Exhibit is modified, the  
18 modified budget shall remain in effect for the remainder of the fiscal year, unless superseded by  
19 subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.  
20 For example, if Budget Modification #1 is approved on October 15, 2020, the modified budget  
21 will remain in effect until Budget Modification #2 is requested and approved in writing

22 11.4 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses,  
23 staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement  
24 unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an  
25 exception and may be approved, on a case-by-case basis, at the sole discretion of  
26 ADMINISTRATOR.

27 11.5 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written  
28 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.

## 12. STAFF

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

Position	FTE <sup>(1)</sup>	Maximum Hourly Rate <sup>(2)</sup>
Program Director	1.00	35.00
Program Manager	0.75	26.00
Outreach and Educator	1.00	25.00
Case Manager and Driver	2.50	18.00
Intake Clerk	1.00	14.00
Executive Director	0.20	48.07
Bookkeeper	0.30	19.00
Executive Director	0.20	48.07

<sup>(1)</sup> 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.

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

## 12.2 Recruitment and Hiring Practices

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

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

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

## 12.3 Language Diversity

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.

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

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

12.3.4 CONTRACTOR shall be required to provide translation services for all other languages as needed to ensure all CLIENTS are provided services in the language they speak.

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

## 12.4 Staff Training

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

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

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

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

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.

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

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.

### 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.

### 13.1 Program Director

#### 13.1.1 Duties

13.1.1.1 Oversee all segments of the RSS program.

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

13.1.1.3 Attend all County meetings and trainings.

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

13.1.1.5 Ensure RSS program is implemented according to this Agreement.

13.1.1.6 Oversee Quality Control Plan.

13.1.1.7 Complete internal evaluations to constantly enhance program deliverables.

13.1.1.8 Present EPW as required.

13.1.1.9 Report to Executive Director.

13.1.1.10 Collaborate with Executive Director to hire RSS staff.

13.1.1.11 Collaborate with other CBOs to strengthen and expand the RSS program.

#### 13.1.2 Qualifications

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

13.1.2.2 Bachelor's degree from an accredited college or university, preferably in a human services 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.

### 13.2 Program Manager

13.2.1 Duties

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

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

13.2.1.3 Attend all County meetings and trainings.

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

13.2.1.5 Ensure the implementation of the program Quality Control Plan.

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

13.2.1.7 Present EPW as required.

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

13.2.1.9 Report to Program Director.

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.

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.

13.4.1.7 Complete CLIENT orientation, identify employment barriers,



administer Pre and Post BEST Tests to determine CLIENT SPL scores, and qualify them into either VESL or EPW track.

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

13.4.1.9 Coordinate delivery of VESL, EPW, and citizenship instruction classes;

13.4.1.10 Provide post-employment follow ups to monitor adjustment 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.

13.4.1.13 Report to Program Manager.

#### 13.4.2 Qualifications

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.

13.4.2.2 Competent in the use of personal computers and knowledgeable in the use of Microsoft Office suite tools.

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

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

##### 13.5.1 Duties

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

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

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

13.5.1.4 Report to Program Manager.

#### 13.5.2 Qualifications

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.

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

### 13.6 Bookkeeper

#### 13.6.1 Duties

13.6.1.1 Work with Executive Director to ensure line items in this Agreement's budget are being met.

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

13.6.1.3 Prepare for COUNTY financial audit.

13.6.1.4 Report to Program Manager.

#### 13.6.2 Qualifications

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

13.6.2.2 Five (5) years of experience using QuickBooks.

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

### 13.7 Executive Director

#### 13.7.1 Duties

13.7.1.1 Provide overall leadership and administrative support for agency, including program oversight, financial management, community relations, and networking.

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

13.7.1.3 Report all RSS Program information to the Board of Directors.

13.7.2 Qualifications

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