

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

PUBLIC CONSULTING GROUP, INC.

FOR THE PROVISION OF SUPPLEMENTAL SECURITY INCOME (SSI),
STATE SUPPLEMENTARY PAYMENTS (SSP) AND
SOCIAL SECURITY DISABILITY INSURANCE (SSDI)
CLIENT ADVOCACY SERVICES

~~THIS~~This AGREEMENT, entered into this 1st day of July ~~2014~~2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and PUBLIC CONSULTING GROUP, INC., a Massachusetts private for-profit corporation, qualified to transact interstate business in the State of California, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

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

1 WHEREAS, such services are authorized and provided for pursuant to
2 California Welfare and Institutions Code Section 17000 et seq. through 17409
3 et seq., and California Welfare and Institutions Code Section 11200 et seq.,
4 also known as the California Work Opportunity and Responsibility to Kids
5 (CalWORKs) Act of 1997 ~~and to California Welfare and Institutions Code Section~~
6 ~~17000 et seq. through 17409 et seq.,~~ the general authority for the
7 administration of General Relief.

8 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2014~~2018, and terminate on ~~July~~June 30, ~~2017~~2021, unless earlier terminated pursuant to the provisions of Paragraph 40 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.~~

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, ~~by the parties, their officers, agents, or employees, shall be valid~~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

1 employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 2 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
 3 the responsibility for the acts of its employees or agents as they relate to
 4 services to be provided during the course and scope of their employment.

5 3.2 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be
 6 entitled to any rights and/or privileges of COUNTY employees, and shall not be
 7 considered in any manner to be COUNTY employees.

8 4. DESCRIPTION OF SERVICES, AND STAFFING

9 4.1 CONTRACTOR agrees to provide those services, facilities,
 10 equipment, and supplies, as described in the Exhibits "A" to the Agreement
 11 between County of Orange and Public Consulting Group, Inc., for the Provision
 12 of SSI, SSP, and SSDI Client Advocacy Services, attached hereto and
 13 incorporated herein by reference; ~~Exhibit "A" relating to SSI, SSP, and SSDI~~
 14 ~~Client Advocacy Services and Exhibit "B" relating;~~ provided that CONTRACTOR,
 15 however, shall not at any time provide legal advice to Agreement to Comply
 16 with any individual or the County as part of Orange Social Services Agency
 17 Information Technology Security and Usage Policy. the services being rendered
 18 nor shall CONTRACTOR be engaged in any way in the practice of law. CONTRACTOR
 19 shall operate continuously throughout the term of this Agreement with the
 20 number and type of staff described and as required for provision of services
 21 hereunder.

22 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
 23 may require changes in staffing allocations to reflect current workload
 24 demands or service needs as long as COUNTY's maximum obligation, as set forth
 25 in this Agreement, is not exceeded.

26 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
 27 appropriate staff to attend an orientation session and subsequent training
 28 sessions given by COUNTY.

1 5. LICENSES AND STANDARDS

2 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
3 required by the laws of the United States, State of California, ~~(hereinafter~~
4 referred to as "State"), County of Orange, and all other appropriate
5 governmental agencies to perform the services described in this Agreement, and
6 agrees to maintain these licenses and permits in effect for the duration of
7 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
8 themselves in compliance with such laws and licensure requirements, including,
9 without limitation, compliance with laws applicable to sexual harassment and
10 ethical behavior.

11 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
12 ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable
13 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
14 the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget~~
15 ~~(OMB) Circulars A-21, A-122, and A-87~~ implementing regulations under 2 CFR Part
16 200, Uniform Administrative Requirements, Cost Principles, and Audit
17 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
18 laws and regulations of the United States, State of California, County of
19 Orange, and County of Orange Social Services Agency, and all administrative
20 regulations, rules, and policies adopted thereunder, as each and all may now
21 exist or be hereafter amended.

22 5.2.1 For ~~Federally~~ federally funded Agreements in the amount of
23 \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are
24 not debarred or suspended from ~~Federal~~ federal financial assistance programs
25 and/or activities.

26 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

27 6.1 Delegation and Assignment÷

28 In the performance of this Agreement, CONTRACTOR may neither

1 delegate its duties or obligations nor assign its rights, either in whole or
 2 in part, without the prior written consent of COUNTY. Any attempted
 3 delegation or assignment without prior written consent shall be void. The
 4 transfer of assets in excess of ten percent (10%) of the total assets of
 5 CONTRACTOR, or any change in the corporate structure, the governing body, or
 6 the management of CONTRACTOR, which occurs as a result of such transfer, shall
 7 be deemed an assignment of benefits under the terms of this Agreement
 8 requiring COUNTY approval.

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11 6.2 Subcontracts~~÷~~

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

19 This Agreement contemplates that Contractor may subcontract for
 20 representation pursuant to the provisions of Subparagraph 3.2.5 of Exhibit A.
 21 Such subcontract is subject to the provisions in the Paragraph 0.

22 6.2.1 Subcontracts of \$~~2550~~,000 or less~~÷~~

23 CONTRACTOR shall develop a standard form Purchase Order,
 24 subject to prior written approval of ADMINISTRATOR, to be utilized for the
 25 purchase of services by CONTRACTOR when the cumulative total cost of the
 26 services to be provided by any organization is anticipated to be ~~twenty-~~
 27 ~~five~~fifty thousand dollars (\$~~2550~~,000) or less during the term of this
 28 Agreement. The basis for costs incurred by any such Purchase Order(s) shall

1 be the actual cost of providing services or the usual and customary charges
2 established by the organization(s) providing the services.

3 6.2.2 Subcontracts in excess of \$~~2550~~,000÷

4 CONTRACTOR shall develop and submit for approval to
5 ADMINISTRATOR a system for the procurement of subcontracts with any
6 organization in which the total cumulative cost of services provided by any
7 single organization is anticipated to exceed ~~twenty-five~~fifty thousand dollars
8 (\$~~2550~~,000) during the term of this Agreement.— CONTRACTOR's proposed
9 procurement system shall take into consideration such factors as: degree of
10 price competition; pricing policies and techniques; experience and quality of
11 service; methods of evaluating subcontractor responsibility; relationship of
12 subcontractor to CONTRACTOR; and planning, award, and post-award management of
13 subcontracts, including internal audit procedures and monitoring of
14 subcontractor's performance until completion of services.

15 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
16 procurement system, CONTRACTOR shall comply with such procurement system in
17 obtaining subcontracts with a total cost in excess of ~~twenty-five~~fifty
18 thousand dollars (\$~~2550~~,000) during the term of this Agreement. In addition,
19 CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into
20 a subcontract with any organization when the total cumulative cost of services
21 to be provided by that organization is anticipated to exceed ~~twenty-five~~fifty
22 thousand dollars (\$~~2550~~,000) during the term of this Agreement.

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

1 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

2 7.1 Form of Business Organization

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

7 7.1.1 The form of CONTRACTOR's business organization, i.e.,
8 proprietorship, partnership, corporation, etc.

9 7.1.2 A detailed statement indicating the relationship of
10 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
11 individual.

12 7.1.3 A detailed statement indicating the relationship of
13 CONTRACTOR to any subsidiary business organization or to any individual who
14 may be providing services, supplies, material, or equipment to CONTRACTOR or
15 in any manner does business with CONTRACTOR under this Agreement.

16 7.2 Change in Form of Business Organization

17 If, during the term of this Agreement, the form of CONTRACTOR's
18 business organization changes, or the ownership of CONTRACTOR changes, or
19 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
20 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
21 writing, detailing such changes. A change in the form of business
22 organization may, at COUNTY's sole discretion, be treated as an attempted
23 assignment of rights or delegation of duties of this Agreement.

24 ~~7.3 Real Property Disclosure:~~

25 ~~If CONTRACTOR is occupying any real property under any agreement,~~
26 ~~oral or written, where persons are to receive services hereunder, CONTRACTOR~~
27 ~~shall submit the following information in addition to a copy of the lease,~~
28 ~~license or rental agreement, as well as any other information requested, prior~~

1 to the provision of services under this Agreement:

2 ~~7.3.1 The location by street address and city of any such real~~
3 ~~property.~~

4 ~~7.3.2 The fair market value of any such real property as such~~
5 ~~value is reflected on the most recently issued County Tax Collector's tax~~
6 ~~bill.~~

7 ~~7.3.3 A detailed description of all existing and pending~~
8 ~~agreements, with respect to the use or occupation of any such real property.~~
9 ~~Such description shall include, but not be limited to:~~

10 ~~7.3.3.1 The term duration of any rental, lease or~~
11 ~~license agreement;~~

12 ~~7.3.3.2 The amount of monetary consideration to be~~
13 ~~paid to the lessor or licensor over the term of the rental, lease or license~~
14 ~~agreement;~~

15 ~~7.3.3.3 The type and dollar value of any other~~
16 ~~consideration to be paid to the lessor or licensor; and~~

17 ~~7.3.3.4 The full names and addresses of all parties~~
18 ~~to any agreement concerning the real property and a listing of liens (if any)~~
19 ~~thereof, together with a listing by full names and addresses of all officers,~~
20 ~~directors and stockholders of any private corporation, and a similar listing~~
21 ~~of all general and limited partners of any partnership which is a party.~~

22 ~~7.3.4 A listing by full names of all of CONTRACTOR's officers,~~
23 ~~directors and/or partners, members of its administrative and advisory boards,~~
24 ~~staff and consultants, who have any family relationship by marriage or blood~~
25 ~~with a party to any agreement concerning real property referred to in~~
26 ~~Subparagraph 7.3.3, immediately above, or who have any present or future~~
27 ~~financial interest in such person's business, whether the entity concerned is~~
28 ~~a corporation or partnership. Such listing shall also include the full names~~

1 of all of CONTRACTOR's officers, directors, partners and those holding a
2 financial interest. Included are members of its advisory boards, members of
3 its staff and consultants, who have any family relationship by marriage or
4 blood to an officer, director, or stockholder of the corporation or to any
5 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
6 also indicate the names of the officers, directors, stockholders, or
7 partner(s), as appropriate, and the family relationship which exists between
8 such person(s) and CONTRACTOR's representatives listed.

9 7.3.5 True and correct copies of all agreements with respect to
10 any such real property shall be appended to the affidavit described above and
11 made a part thereof. If, during the term of this Agreement, there is a change
12 in the agreement(s) with respect to real property where persons receive
13 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
14 describing such changes.

15 8. USE OF COUNTY PROPERTY

16 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
17 space, office furniture, and office equipment located in any and all offices
18 and COUNTY facilities at which CONTRACTOR shall be collocated with COUNTY
19 staff pursuant to this Agreement, as is more particularly set forth in that
20 certain real estate agreement described in Subparagraph 8.2, below. As stated
21 in the lease or license agreement, said office space, office furniture, and
22 equipment shall be used solely by employees of CONTRACTOR while performing
23 their assigned duties pursuant to this Agreement.

24 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
25 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
26 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
27 of said document to CONTRACTOR. Failure to execute the lease or license
28 agreement will result in a breach of this Agreement.

1 8.1 County and CONTRACTOR have agreed to License Agreement
 2 CEO/RFLS/SSA-018-059, with a term of July 1, 2018 to June 30, 2021, to provide
 3 access to Client Advocacy Services to Social Services Agency clients at 1928
 4 South Grand, Santa Ana.

5 8.2 County and CONTRACTOR have agreed to First Amendment to License
 6 Agreement GA 1213-218-1, with a term of July 1, 2018 to June 30, 2021, to
 7 provide access to Client Advocacy Services to Social Services Agency clients
 8 at 2020 West Walnut, Santa Ana.

9 8.3 Contractor agrees to maintain these licenses for the term of this
 10 agreement.

11 8.4 CONTRACTOR is responsible for any costs associated with Fair
 12 Employment and Housing Act and Americans with Disabilities Act accommodations
 13 for its own employees at COUNTY facilities. COUNTY may, in its sole
 14 discretion and on a case-by-case basis, provide for such accommodations at no
 15 cost to CONTRACTOR.

16 9. NON-DISCRIMINATION

17 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
 18 shall not engage nor employ any unlawful discriminatory practices in the
 19 admission of clients, provision of services or benefits, assignment of
 20 accommodations, treatment, evaluation, employment of personnel, or in any
 21 other respect, on the basis of ~~sex,~~ race, religious creed, color, ~~ethnicity,~~
 22 national origin, ancestry, ~~religion, age, marital status,~~ physical disability,
 23 mental disability, medical condition, genetic information, marital status,
 24 sex, gender, gender identity, gender expression, age, sexual orientation,
 25 ~~sexual preference, physical or mental disability,~~ military and veteran status,
 26 or any other protected group, in accordance with the requirements of all
 27 applicable ~~Federal~~ federal or State laws.

28 ~~9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which~~

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

~~9.3.2~~ 9.3.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph ~~8~~9 et seq.

9.3 Non-Discrimination in Employment

~~9.4~~9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

~~9.5~~ Non Discrimination in Employment:

~~9.5.1~~9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ~~sex,~~ race, religious creed, color, ~~ethnicity,~~ national origin, ancestry, ~~religion,~~ age, ~~marital status,~~ physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, ~~sexual preference, physical or mental disability,~~ military and veteran status, or any other protected group, in accordance with the requirements of all applicable ~~Federal~~federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

~~9.5.2~~9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Social Services
Public Inquiry and Response Bureau
P.O. Box 944243, M.S. 8-~~34~~-23
Sacramento, CA ~~94244-2430~~95814

Telephone: (800) 952-5253

(800) 952-8349 (For the hard of hearing)

~~9.6.19.4~~ 9.6.19.4 Non-Discrimination in Service Delivery~~+~~

~~9.6.19.4.1~~ 9.6.19.4.1 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 ~~Section 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)~~, (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; ~~Title 24, CCR Section 3105A(e)~~; 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~~ 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~~ federal agency for further compliance action and enforcement of Subparagraph ~~9.6.19.4~~ et seq.

~~9.6.19.4.2~~ 9.6.19.4.2 CONTRACTOR shall provide any and all clients desirous

of filing a formal complaint any and all information as appropriate:

~~9.6.2.1~~ 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

~~9.6.2.2~~ 9.4.2.2 Discrimination Complaint Form

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~~9.6.2.3~~ 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

10. NOTICES

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

COUNTY: County of Orange Social Services Agency
~~Contract~~Contracts and Procurement Services
~~888~~500 N. ~~Main Street~~State College Blvd, Suite #100
~~Santa Ana~~Orange, CA ~~92701~~92868

CONTRACTOR: Public Consulting Group, Inc.
Legal Department

148 State St. Tenth Floor
 Boston, Massachusetts 02109

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. ~~ADMINISTRATOR and CONTRACTOR~~The parties each may mutually agree designate by written notice from time to time, in writing to the manner aforesaid, any change in the addresses address to which notices are 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; provided that neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party ("force majeure event"). The party experiencing the force majeure event agrees to give the other party notice

promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

12. INDEMNIFICATION

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

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13. INSURANCE

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

1 behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
2 to the same terms and conditions as set forth herein for CONTRACTOR.

3 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
4 behalf of CONTRACTOR pursuant to this Agreement shall ~~obtain insurance subject~~
5 ~~to the same terms and conditions as set forth herein for CONTRACTOR.~~ be covered
6 under CONTRACTOR's insurance as an Additional Insured or maintain insurance
7 subject to the same terms and conditions as set forth herein for CONTRACTOR.
8 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
9 than the level of coverage required by COUNTY from CONTRACTOR under this
10 Agreement. It is the obligation of CONTRACTOR to provide notice of the
11 insurance requirements to every subcontractor and to receive proof of
12 insurance prior to allowing any subcontractor to begin work. Such proof of
13 insurance must be maintained by CONTRACTOR through the entirety of this
14 Agreement for inspection by COUNTY representative(s) at any reasonable time.

15 13.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be
16 clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~
17 ~~apply, indicate this on the Certificate of Insurance with a "0" by the~~
18 ~~appropriate line of coverage.~~ Any self-insured retention (SIR) or deductible
19 in an amount in excess of ~~\$25~~ fifty thousand dollars (\$50,000 ~~(\$5,000 for~~
20 ~~automobile liability),~~) shall specifically be approved by the ~~County Executive~~
21 ~~Office (CEO)/Office of~~ COUNTY's Risk Management Manager, or designee, upon
22 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR
23 is approved, CONTRACTOR, in addition to, and without limitation of, any other
24 indemnity provision(s) in the Agreement, agrees to all of the following:

25 13.3.1 In addition to the duty to indemnify and hold COUNTY
26 harmless against any and all liability, claim, demand or suit resulting from
27 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
28 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with

counsel approved by Board of Supervisors against same; and

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

~~13.3~~13.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR'S SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

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

13.5 Qualified Insurer:

~~13.5.1 Minimum insurance company ratings~~The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

~~13.5.1 The policy or policies of insurance required herein must be issued by an~~ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the Statestate of California (California Admitted Carrier).

~~13.5.2~~13.6 If the insurer is a non-admitted insurance carrier in the State of California and does not meet or exceed have an A.M. Best ratingRating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company'scompany's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can accept the insurance.

~~13.6~~13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability \$1,000,000 per occurrence
\$2,000,000 aggregate

Automobile Liability including coverage for ~~owned,~~ non-owned and hired vehicles \$1,000,000 per occurrence

Workers' Compensation Statutory

Employer's Liability Insurance \$1,000,000 per occurrence

Network Security & Privacy Liability \$1,000,000 per claims made

Technology Errors & Omissions \$1,000,000 per claims made
\$1,000,000 aggregate

Professional Liability Insurance \$1,000,000 per claims made
~~or per occurrence~~ \$1,000,000
aggregate

Sexual Misconduct Liability \$1,000,000 per occurrence

~~13.7~~ 13.8 Required Coverage Forms:

~~13.7.1~~ 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.

~~13.7.2~~ 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.

~~///~~

~~///~~

~~13.8~~ 13.9 Required Endorsements:-

~~13.8.1~~ 13.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

~~13.8.1.1~~ 13.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 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, ~~agents~~ as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

~~13.8.1.2~~ 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 ~~All insurance policies required by this Agreement~~ The Network Security and Privacy Liability policy shall ~~waive all rights~~ contain the following endorsements which shall accompany the Certificate of subrogation against Insurance.

13.9.2.1 An Additional Insured endorsement naming the County of Orange ~~and members of the Board of Supervisors~~, its elected and appointed officials, officers, agents and employees ~~when acting within the scope of their appointment~~ as Additional Insureds for its vicarious liability.

~~13.9~~ 13.9.2.2A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or employment-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

1 of Orange, ~~and members of the Board of Supervisors,~~ its elected and appointed
 2 officials, officers, agents and employees or provide blanket coverage, which
 3 will state AS REQUIRED BY WRITTEN CONTRACT.

4 13.11 All insurance policies required by this Agreement shall ~~give~~waive
 5 all rights of subrogation against the County of Orange, its elected and
 6 appointed officials, officers, agents and employees when acting within the
 7 scope of their appointment or employment.

8 ~~13.11~~13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30)
 9 ~~days' notice in the event~~days of any policy cancellation and ten (10) days for
 10 non-payment of premium. ~~This shall be evidenced by policy provisions or an~~
 11 ~~endorsement separate from~~ and provide a copy of the ~~Certificate of~~
 12 ~~Insurance~~cancellation notice to COUNTY. Failure to provide written notice of
 13 cancellation may constitute a material breach of the contract, upon which the
 14 COUNTY may suspend or terminate this Agreement.

15 ~~13.12~~13.13 If CONTRACTOR's Professional Liability, Technology Errors &
 16 Omissions and/or Network Security & Privacy Liability policy ~~is~~are a "claims
 17 made" policy, CONTRACTOR shall agree to maintain ~~professional~~
 18 ~~liability~~Professional Liability, Technology Errors & Omissions and/or Network
 19 Security & Privacy Liability coverage for two (2) years following completion
 20 of this Agreement.

21 ~~##~~

22 ~~##~~

23 ~~13.13~~13.14 The Commercial General Liability policy shall contain a
 24 severability of interests clause also known as a "separation of insureds"
 25 clause (standard in the ISO CG 0001 policy).

26 ~~13.14~~13.15 Insurance certificates should be mailed to COUNTY at the
 27 address indicated in Paragraph 10 of this Agreement.

28 ~~13.15~~13.16 If CONTRACTOR fails to provide the insurance certificates

1 and endorsements within seven (7) days of notification by CEO/County
 2 Procurement Office or ADMINISTRATOR, award may be made to the next qualified
 3 proponent.

4 ~~13.16~~13.17 COUNTY expressly retains the right to require CONTRACTOR to
 5 increase or decrease insurance of any of the above insurance types throughout
 6 the term of this Agreement. Any increase or decrease in insurance will be as
 7 deemed by County of Orange Risk Manager as appropriate to adequately protect
 8 COUNTY.

9 ~~13.17~~13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
 10 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
 11 certificates of insurance and endorsements with COUNTY incorporating such
 12 changes within thirty (30) days of receipt of such notice, this Agreement may
 13 be in breach without further notice to CONTRACTOR, and COUNTY shall be
 14 entitled to all legal remedies.

15 ~~13.18~~13.19 The procuring of such required policy or policies of
 16 insurance shall not be construed to limit CONTRACTOR's liability hereunder nor
 17 to fulfill the indemnification provisions and requirements of this Agreement,
 18 nor act in any way to reduce the policy coverage and limits available from the
 19 insurer.

20 14. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

21 CONTRACTOR shall report to COUNTY, in writing within one (1) business
 22 days of occurrence, the following:

23 14.1 Any accident or incident relating to services performed under this
 24 Agreement ~~which~~that involves injury or property damage which may result in the
 25 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. ~~Such report~~
 26 ~~shall be made in writing within twenty-four (24) hours of occurrence.~~

27 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
 28 from or ~~related~~relating to services performed by CONTRACTOR under this

1 Agreement. ~~Such report shall be submitted to COUNTY within twenty-four (24)~~
 2 ~~hours of occurrence.~~

3 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
 4 property. ~~Such report shall be submitted to COUNTY within twenty-four (24)~~
 5 ~~hours of occurrence.~~

6 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
 7 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
 8 under the term of this Agreement. ~~Such report shall be submitted to COUNTY~~
 9 ~~within twenty four (24) hours of occurrence.~~

10 15. CONFLICT OF INTEREST

11 ~~15.1~~ The CONTRACTOR shall exercise reasonable care and diligence to
 12 prevent any actions or conditions that could result in a conflict with the
 13 best interests of COUNTY. This obligation shall apply to CONTRACTOR,
 14 CONTRACTOR's employees, agents, ~~relatives,~~ and subcontractors, ~~and third~~
 15 ~~parties~~ associated with accomplishing ~~the~~ work and services hereunder.

16 ~~15.2~~ The CONTRACTOR's efforts shall include, but not be limited to,
 17 establishing precautions to prevent its employees ~~or,~~ agents, and
 18 subcontractors from ~~making, receiving, providing,~~ or offering gifts,
 19 entertainment, payments, loans, or other considerations which could be deemed
 20 to influence or appear to influence ~~individuals to act contrary to~~ COUNTY staff
 21 or elected officers from acting in the best interests of COUNTY.

22 16. ANTI-PROSELYTISM PROVISION

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

27 17. SUPPLANTING GOVERNMENT FUNDS

28 CONTRACTOR shall not supplant any ~~Federal~~ federal, State, or COUNTY funds

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

10 ~~18. USE OF COUNTY PERSONAL COMPUTER EQUIPMENT~~

11 ~~COUNTY intends to permit CONTRACTOR the use of computer equipment~~
 12 ~~provided by ADMINISTRATOR. Said computer equipment shall be used solely by~~
 13 ~~employees of CONTRACTOR while performing their assigned duties pursuant to~~
 14 ~~this Agreement and shall remain the property of COUNTY. CONTRACTOR shall~~
 15 ~~enter into a separate computer usage agreement with ADMINISTRATOR, attached~~
 16 ~~hereto as Exhibit B, regarding information security and use of computer~~
 17 ~~equipment provided by ADMINISTRATOR, and will execute all terms and conditions~~
 18 ~~of said agreement upon ADMINISTRATOR's presentation of said document to~~
 19 ~~CONTRACTOR. Upon execution, the terms of the computer usage agreement shall~~
 20 ~~be incorporated into this Agreement. CONTRACTOR shall be required to complete~~
 21 ~~information security and computer usage training provided by ADMINISTRATOR.~~
 22 ~~Failure to execute the agreement and/or complete training shall result in a~~
 23 ~~breach of this Agreement.~~

24 ~~///~~

25 ~~///~~

26 ~~///~~

27 ~~19.~~ 18. BREACH SANCTIONS

28 18.1 Failure by CONTRACTOR to comply with any of the provisions,

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

5 ~~19.1~~18.1.1 Afford CONTRACTOR a time period within which to cure
 6 the breach, which period shall be established by ADMINISTRATOR; and/or

7 ~~19.2~~18.1.2 Discontinue reimbursement to CONTRACTOR for and during
 8 the period in which CONTRACTOR is in breach, which reimbursement shall not be
 9 entitled to later recovery; and/or

10 ~~19.3~~18.1.3 Offset against any monies billed by CONTRACTOR but yet
 11 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
 12 above.

13 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
 14 pursuant to this Paragraph, which notice shall be deemed served on the date of
 15 mailing.

16 ~~20-19.~~PAYMENTS

17 ~~20-1~~19.1 Maximum Contractual Obligation:

18 The maximum obligation of COUNTY under this Agreement shall not
 19 exceed the ~~following amounts: the~~ amount of ~~\$500~~750,000, or actual allowable
 20 costs, whichever is less. The annual amount for each twelve (12) month period
 21 is as follows:

22 19.1.1 \$250,000 for July 1, ~~2014~~2018 through June 30, ~~2015; the~~
 23 ~~amount of \$666,666~~2019;

24 19.1.2 \$250,000 for July 1, ~~2015~~2019 through June 30, ~~2016~~2020;
 25 and ~~the amount of \$666,666~~

26 19.1.3 \$250,000 for July 1, ~~2016~~2020 through June 30, ~~2017, for~~
 27 ~~a total aggregate of \$1,833,332, or actual allowable costs, whichever is~~
 28 ~~less~~2021.

~~20.2~~ 19.2 Allowable Costs and Usage

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

~~20.2.1~~ 19.2.1 In addition to the amount paid per application submitted, COUNTY shall pay CONTRACTOR the following amounts as specified:

Premium 1: \$1,400 for each application approved by the Social Security Administration upon initial application.

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

~~20.2.2~~ 19.2.2 Only one premium shall be paid for each approved application and/or the same ~~client~~ Client.

~~20.2.3~~ 19.2.3 The amount of \$900 will be paid for resubmitting an SSI, SSP, and/or SSDI application only if the ~~client's~~ Client's situation changes to the degree that the new application would be approved by the Social Security Administration; CONTRACTOR and ADMINISTRATOR shall mutually agree that the ~~client's~~ Client's situation has sufficiently changed and merits a new application, prior to the new application being submitted.

~~20.2.4~~ 19.2.4 At no time shall clients be charged or required to pay any amount for services provided under this Agreement.

~~20.2.5~~ 19.2.5 No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price and premiums listed above, regardless of the number of referrals from COUNTY.

~~20.3~~ 19.3 Claims

~~20.3.1~~ 19.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of

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

7 ~~///~~

8 ~~20.3.2~~19.3.2 All claims must be submitted on a form approved
 9 by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
 10 source documents with the monthly claim, including, inter alia, a monthly
 11 statement of services, general ledgers, supporting journals, time sheets,
 12 invoices, canceled checks, receipts, and receiving records, some of which may
 13 be required to be copied. Source documents that CONTRACTOR must submit shall
 14 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
 15 shall retain all financial records in accordance with Paragraph ~~24 (Records,~~
 16 ~~Inspections, and Audits)~~23 of this Agreement.

17 ~~20.3.3~~19.3.3 Payments should be released by COUNTY within a
 18 reasonable time period of approximately thirty (30) days after receipt of a
 19 correctly completed claim form and required supporting documentation.

20 ~~20.3.4~~19.3.4 Year End and Final Claims

21 ~~20.3.4.1~~19.3.4.1 During each COUNTY fiscal year, July
 22 1 through June 30, covered under the term of this Agreement, COUNTY may
 23 establish two (2) billing periods (June 1st through June 15th and June 16th
 24 through June 30th) for the month of June which shall require CONTRACTOR submit
 25 separate invoice claims for each billing period. In the event COUNTY
 26 determines a need for two (2) billing periods during any or all COUNTY fiscal
 27 years, COUNTY will provide written notification to CONTRACTOR by the 15th of
 28 May of each corresponding fiscal year, which will inform CONTRACTOR of

1 applicable invoice claim deadlines.

2 ~~20.3.4.2~~19.3.4.2 CONTRACTOR shall submit a final
 3 claim for each COUNTY fiscal year, July 1 through June 30, covered under the
 4 term of this Agreement, as stated in Paragraph ~~1-0.~~ by no later than August
 5 30th of each corresponding COUNTY fiscal year. Claims received after August
 6 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole
 7 discretion, not be reimbursed. ADMINISTRATOR may modify the date ~~that~~upon
 8 which the final claim per each COUNTY fiscal year must be received, upon
 9 written notice to CONTRACTOR.

10 19.3.4.3 The basis for final settlement shall be the
 11 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230 or Title
 12 48 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant
 13 to this Agreement; limited, however, to the maximum obligation of COUNTY. In
 14 the event that any overpayment has been made, COUNTY may offset the amount of
 15 the overpayment against the final payment. In the event overpayment exceeds
 16 the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5)
 17 business days of notice from COUNTY. Nothing herein shall be construed as
 18 limiting the remedies of COUNTY in the event an overpayment has been made.

19 ~~20.3.5~~19.3.5 Seventy-Five Percent Expenditure Authorization
 20 Notification:

21 ~~20.3.5.1~~19.3.5.1 CONTRACTOR shall maintain a system
 22 of record keeping that will allow CONTRACTOR to determine when it has incurred
 23 seventy-five percent (75%) of the total contract authorizations under this
 24 Agreement. Upon occurrence of this event, CONTRACTOR shall send written
 25 notification to ADMINISTRATOR.

26 ~~21-~~20. OVERPAYMENTS

27 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
 28 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in

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

12 ~~22-~~21. OUTSTANDING DEBT

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

16 ///

17 ///

18 ~~23-~~22. FINAL REPORT

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

25 ~~24-~~23. RECORDS, INSPECTIONS, AND AUDITS

26 ~~24-1-~~23.1 Financial Records

27 ~~24-1-1-~~23.1.1 CONTRACTOR shall prepare and maintain accurate
 28 and complete financial records. Financial records shall be retained, by

1 CONTRACTOR, for a minimum of five (5) years from the date of final payment
 2 under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal
 3 audits are completed, whichever is later.

4 ~~24.1.2~~23.1.2 CONTRACTOR shall establish and maintain
 5 reasonable accounting, internal control, and financial reporting standards in
 6 conformity with generally accepted accounting principles established by the
 7 American Institute of Certified Public Accountants and to the satisfaction of
 8 ADMINISTRATOR.

9 ~~24.2~~23.2 Client Records

10 ~~24.2.1~~23.2.1 CONTRACTOR shall prepare and maintain accurate
 11 and complete records of clients served and dates and type of services provided
 12 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

13 ~~24.2.2~~23.2.2 ~~All client records related to services~~CONTRACTOR
 14 shall keep all COUNTY data provided ~~under to~~CONTRACTOR during the ~~terms~~term(s)
 15 of this Agreement ~~shall be retained by CONTRACTOR~~ for a minimum of five (5)
 16 years from the date of final payment under this Agreement, or until all
 17 pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is
 18 later. These records shall be stored in Orange County, unless CONTRACTOR
 19 requests and COUNTY provides written approval for the right to store the
 20 records in another county. Notwithstanding anything to the contrary, upon
 21 termination of this Agreement, CONTRACTOR shall relinquish control with
 22 respect to ~~client records~~COUNTY data to COUNTY in accordance with Subparagraph
 23 ~~42.20~~.

24 ~~24.2.3~~23.2.3 COUNTY may refuse payment for a claim if
 25 ~~client~~Client records are determined by COUNTY to be incomplete or inaccurate.
 26 In the event ~~client~~Client records are determined to be incomplete or
 27 inaccurate after payment has been made, COUNTY may treat such payment as an
 28 overpayment within the provisions of this Agreement.

1 ///

2 ~~24.3~~23.3 Public Records÷

3 ~~With~~To the ~~exception of client records or other records referenced~~
4 ~~in Paragraph 30, entitled Confidentiality~~extent permissible under the law, all
5 records, including, but not limited to, reports, audits, notices, claims,
6 statements, and correspondence, required by this Agreement, may be subject to
7 public disclosure. COUNTY will not be liable for any such disclosure.

8 ~~24.4~~23.4 Inspections and Audits÷

9 ~~24.4.1~~23.4.1 The U.S. Department of Health and Human
10 Services, Comptroller General of the United States, Director of CDSS, State
11 Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
12 Department, or any of their ~~Authorized—Representatives~~authorized
13 representatives, shall have access to any books, documents, papers, and
14 records, including medical records, of CONTRACTOR which any of them may
15 determine to be pertinent to this Agreement ~~for the purpose of financial~~
16 ~~monitoring~~. Further, all the above mentioned persons have the right at all
17 reasonable times to inspect or otherwise evaluate the work performed or being
18 performed under this Agreement and the premises in which it is being
19 performed.

20 ~~24.4.2~~23.4.2 CONTRACTOR shall make ~~available~~ its books and
21 ~~financial~~ records available within the borders of Orange County within ten
22 (10) business days ~~after~~of receipt of written demand by ADMINISTRATOR.

23 ///

24 ///

25 ~~24.4.3~~23.4.3 In the event CONTRACTOR does not make available
26 its books and financial records within the borders of Orange County,
27 CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by
28 COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and

~~financial~~ records.

~~24.4.4~~23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal ~~government~~Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

~~24.5~~23.5 Evaluation Studies÷

~~24.5.1~~23.5.1 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.

~~25.~~24. PERSONNEL DISCLOSURE

~~25.1~~24.1 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:

~~25.1.1~~24.1.1 Names and dates of birth of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;

~~25.1.2~~24.1.2 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;

~~25.1.3~~24.1.3 The professional degree, if applicable, and experience required for each position; and

~~25.1.4~~24.1.4 The language skill, if applicable, for all personnel.

~~25.2~~24.2 ~~CONTRACTOR's employment applications~~Where authorized by law.

1 and in a manner consistent with California Government Code §12952, CONTRACTOR
 2 shall require ~~applicants~~prospective employees to provide detailed information
 3 regarding the conviction of a crime by any court, for offenses other than
 4 minor traffic offenses. Information ~~not disclosed in the employment~~
 5 ~~application~~ discovered subsequent to the hiring or promotion of any ~~applicant~~
 6 prospective employee shall be cause for termination ~~of that employee~~ from the
 7 performance of services under this Agreement.

8 24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 9 COUNTY, ~~criminal record background checks~~ a clearance on the following public
 10 websites of the names and dates of birth for all employees and/or volunteers
 11 who will ~~provide services under this Agreement.~~ have direct, interactive
 12 contact with clients served through this Agreement: U.S. Department of Justice
 13 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
 14 Registry (www.meganslaw.ca.gov).

15 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
 16 COUNTY, a criminal record background check on all employees (direct service
 17 and administrative) funded through this Agreement and also all non-funded
 18 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
 19 interactive contact with clients served through this Agreement. Background
 20 checks conducted through the California Department of Justice shall include a
 21 check of the California Central Child Abuse Index, when
 22 applicable. Candidates will satisfy background checks consistent with this
 23 Paragraph and ~~comparable~~ their performance of services under this Agreement.

24 24.5 CONTRACTOR shall ensure that clearances and background checks
 25 described in Subparagraphs 24.3 and 24.4 are completed prior to ~~those required~~
 26 ~~for~~ CONTRACTOR's personnel providing services under this Agreement.

27 ~~25.3~~24.6 In the event a record is revealed through the processes
 28 described in Subparagraphs 24.3 and 24.4, COUNTY ~~employees~~ will be available

1 to consult with CONTRACTOR on appropriateness of personnel providing services
2 through this Agreement.

3 ~~25.4~~24.7 CONTRACTOR warrants that all persons employed or otherwise
4 assigned by CONTRACTOR to provide services under this Agreement have
5 satisfactory past work records and/or reference checks indicating their
6 ability to perform the required duties and accept the kind of responsibility
7 anticipated under this Agreement. —CONTRACTOR shall maintain records of
8 background investigations and reference checks undertaken and coordinated by
9 CONTRACTOR for each employee and/or volunteer assigned to provide services
10 under this Agreement, for a minimum of five (5) years from the date of final
11 payment under this Agreement, or until all pending COUNTY, State, and
12 ~~Federal~~federal audits are completed, whichever is later, in compliance with
13 all applicable laws.

14 ~~25.5~~24.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning
15 the arrest and/or subsequent conviction, for offenses, other than minor
16 traffic offenses, of any paid employee and/or volunteer staff performing
17 services under this Agreement, when such information becomes known to
18 CONTRACTOR. ADMINISTRATOR may determine whether such employee and/or volunteer
19 may continue to provide services under this Agreement and shall provide notice
20 of such determination to CONTRACTOR in writing. CONTRACTOR's failure to
21 comply with ADMINISTRATOR's decision shall be deemed a material breach of this
22 Agreement, pursuant to Paragraph ~~19~~1 above.

23 ~~25.6~~24.9 COUNTY has the right to approve or disapprove all of
24 CONTRACTOR's staff performing work hereunder, and any proposed changes in
25 CONTRACTOR's staff.

26 ~~25.7~~24.10 COUNTY shall have the right to require CONTRACTOR to remove
27 any employee from the performance of services under this Agreement. At the
28 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

~~25.8~~24.11 CONTRACTOR shall notify COUNTY immediately when staff is terminated for cause from working on this Agreement.

~~25.9~~24.12 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph ~~25.24~~, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

~~26.25~~EMPLOYMENT ELIGIBILITY VERIFICATION

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

~~27.26~~ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

26.1 ~~In order to comply~~ CONTRACTOR certifies it is in full compliance with ~~child support enforcement~~all applicable federal and State reporting requirements ~~of~~ regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be

in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

~~27.1~~26.2 In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ~~to~~ ADMINISTRATOR within thirty (30) days of the award of this Agreement:

~~(a)26.2.1in the case of an individual contractor, his~~His/her name, date of birth, Social Security ~~number~~Number, and residence address; or

~~(b)26.2.2in~~In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security ~~number~~Number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity; .

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

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

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

~~27.3~~26.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and

enforcement of child support orders, and for no other purpose.

~~28-~~27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

~~29-~~28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

~~30-~~29. CONFIDENTIALITY

~~30-~~29.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

~~///~~

~~30.2~~29.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, and CONTRACTOR's ~~staff~~employees, agents, ~~employees~~subcontractors, and ~~volunteers.~~ all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and ~~volunteer staff who may provide~~all other individuals performing services ~~for CONTRACTOR~~ under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, ~~to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 24, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law~~ agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

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

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

~~30.5~~ SECURITY ~~CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section~~

1 ~~827. all applicable statutes, caselaw, and Orange County Juvenile Court Policy~~
2 ~~regarding Confidentiality, as it now exists or may hereafter be amended.~~

3 ~~///~~

4 ~~///~~

5 ~~30.5.1 No access, disclosure or release of information regarding~~
6 ~~a child who is the subject of Juvenile Court proceedings shall be permitted~~
7 ~~except as authorized. If authorization is in doubt, no such information shall~~
8 ~~be released without the written approval of a Judge of the Juvenile Court.~~

9 ~~30.5.2 CONTRACTOR must receive prior written approval of the~~
10 ~~Juvenile Court before allowing any child to be interviewed, photographed or~~
11 ~~recorded by any publication or organization or to appear on any radio,~~
12 ~~television or internet broadcast or make any other public appearance. Such~~
13 ~~approval shall be requested through child's Social Worker.~~

14 30.

15 30.1 Security Requirements

16 30.1.1 CONTRACTOR agrees to maintain the confidentiality of all
17 COUNTY and COUNTY-related records and information pursuant to all statutory
18 laws relating to privacy and confidentiality that currently exists or exists
19 at any time during the term of this Agreement. CONTRACTOR represents and
20 warrants that it has implemented and will maintain during the term of this
21 Agreement administrative, physical, and technical safeguards to reasonably
22 protect private and confidential Client information, to protect against
23 anticipated threats to the security or integrity of COUNTY data, and to
24 protect against unauthorized physical or electronic access to or use of COUNTY
25 data. Such safeguards and controls shall include at a minimum:

26 30.1.1.1 Storage of confidential paper files that
27 ensures records are secured, handled, transported, and destroyed in a manner
28 that prevents unauthorized access.

1 30.1.1.2 Control of access to physical and electronic
2 records to ensure COUNTY data is accessed only by individuals with a need to
3 know for the delivery of contract services.

4 30.1.1.3 Control to prevent unauthorized access and to
5 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
6 individuals.

7 30.1.1.4 Firewall protection.

8 30.1.1.5 Use of encryption methods of electronic
9 COUNTY data while in transit from CONTRACTOR networks to external networks,
10 when applicable.

11 30.1.1.6 Measures to securely store all COUNTY data,
12 including, but not be limited to, encryption at rest and multiple levels of
13 authentication and measures to ensure COUNTY data shall not be altered or
14 corrupted without COUNTY's prior written consent. CONTRACTOR further
15 represents and warrants that it has implemented and will maintain during the
16 term of this Agreement administrative, technical, and physical safeguards and
17 controls consistent with State and federal security requirements.

18 30.2 Security Breach Notification

19 30.2.1 CONTRACTOR shall have policies and procedures in place
20 for the effective management of Security Breaches, as defined below. In the
21 event of any actual, attempted, suspected, threatened, or reasonably
22 foreseeable circumstance CONTRACTOR experiences or learns of that either
23 compromises or could reasonably be expected to comprise COUNTY data through
24 unauthorized use, disclosure, or acquisition of COUNTY data ("Security
25 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After
26 such notification, CONTRACTOR shall, at its own expense, immediately:

27 30.2.1.1 Investigate to determine the nature and
28 extent of the Security Breach.

1 30.2.1.2 Contain the incident by taking necessary
2 action, including, but not limited to, attempting to recover records, revoking
3 access, and/or correcting weaknesses in security.

4 30.2.1.3 Report to COUNTY the nature of the Security
5 Breach, the COUNTY data used or disclosed, the person who made the
6 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
7 done or will do to mitigate any harmful effect of the unauthorized use or
8 disclosure, and the corrective action CONTRACTOR has taken or will take to
9 prevent future similar unauthorized use or disclosure.

10 30.2.2 The COUNTY, at its sole discretion and on a case-by-case
11 basis, will determine what actions are necessary in response to the Security
12 Breach and who will perform these actions. Actions may include, but are not
13 limited to: notifications; investigation and remediation costs, including
14 notification of all whose personal information was disclosed; outside
15 investigation; forensics; counsel; crisis management; and credit monitoring.
16 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
17 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
18 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
19 shall reimburse COUNTY for costs associated to legally required actions.

20 31. COPYRIGHT ACCESS

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

25 32. WAIVER

26 No delay or omission by either party hereto to exercise any right or
27 power accruing upon any noncompliance or default by the other party with
28 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.

33. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not to exceed ~~two hundred and fifty~~one thousand dollars (\$~~250~~1,000).

~~///~~

~~///~~

34. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

34.1 ~~Information~~COUNTY owns all rights to the name, logos, and solicitations, prepared symbols of COUNTY. The use and ~~released by~~ /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.

34.2 CONTRACTOR, ~~concerning the services provided under~~ may develop and publish information related to this Agreement ~~shall state~~ where all of the following conditions are satisfied:

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

~~34.1~~34.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTYCounty, State, and Federal ~~government~~Government funds-;

~~34.2 CONTRACTOR shall not disclose any details in connection with this~~

~~Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions:~~

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

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

~~35. COUNTY RESPONSIBILITIES~~

~~ADMINISTRATOR will provide consultation and technical assistance, and will monitor performance of CONTRACTOR in meeting the terms of this Agreement.~~

~~36. REFERRALS~~

~~36.1 CONTRACTOR shall provide services to individuals referred by ADMINISTRATOR.~~

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

34.2.3.1 Any commercial product or service; and,

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

34.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as

1 they pertain to any social media developed in support of the services
 2 described within this Agreement. The policy is available on the Internet at
 3 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

4 ~~37.~~35.REPORTS

5 ~~37.1~~35.1 CONTRACTOR shall provide information deemed necessary by
 6 ADMINISTRATOR to complete any State-required reports related to the services
 7 provided under this Agreement.

8 ~~37.2~~35.2 CONTRACTOR shall maintain records and submit reports
 9 containing such data and information regarding the performance of CONTRACTOR's
 10 services, costs, or other data relating to this Agreement, as may be requested
 11 by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
 12 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

13 ~~38.~~36.ENERGY EFFICIENCY STANDARDS

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

17 ~~39.~~37.ENVIRONMENTAL PROTECTION STANDARDS

18 CONTRACTOR shall be in compliance with ~~Section 306 of~~ the Clean Air Act
 19 [Title 42 USC Section ~~1857(h)~~], ~~Section 508 of~~7401 et seq., the Clean Water
 20 Act (Title 33 USC Section ~~1368~~),1251 et seq., Executive Order 11738 and
 21 Environmental Protection Agency, hereinafter referred to as "EPA," regulations
 22 (Title 40 CFR ~~Part 15~~), as any may now exist or be hereafter amended. Under
 23 these laws and regulations, CONTRACTOR assures that:

24 ~~39.1~~37.1 No facility to be utilized in the performance of the
 25 proposed grant has been listed on the EPA List of Violating Facilities;

26 ~~39.2~~37.2 It will notify COUNTY prior to award of the receipt of any
 27 communication from the Director, Office of Federal Activities, U.S. EPA,
 28 indicating that a facility to be utilized for the grant is under consideration

1 to be listed on the EPA List of Violating Facilities; and

2 ~~39.337.3~~ It will notify COUNTY and EPA about any known violation of
3 the above laws and regulations.

4 ~~///~~

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8 ~~40.38~~ CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
9 FEDERAL TRANSACTIONS

10 38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
11 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
12 to those provisions set down by the ~~OMB~~ Office of Management and Budget (OMB)
13 and published in the Federal Register dated December 20, 1989, Volume 54, No.
14 243, pp. 52306-52332. Under these laws and regulations, it is mutually
15 understood that any contract which utilizes ~~Federal~~ federal monies in excess of
16 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form
17 provided by ADMINISTRATOR that cites the following:

18 38.1.1 ~~A.~~ The definitions and prohibitions contained in the
19 clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
20 Influence Certain Federal Transactions, included in this solicitation, are
21 hereby incorporated by reference in ~~Paragraph (B)~~ Subparagraph B of this
22 certification.

23 38.1.2 ~~B.~~ The offeror, by signing its offer, hereby certifies to
24 the best of his or her knowledge and belief as of December 23, 1989, that

25 ~~1)~~ 38.1.2.1 No ~~Federal~~ federal appropriated funds have
26 been paid or will be paid to any person for influencing or attempting to
27 influence an officer or employee of any agency, a Member of Congress, an
28 officer or employee of Congress, or an employee of a Member of Congress on his

1 or her behalf in connection with the awarding of any ~~Federal~~federal contract,
 2 the making of any ~~Federal~~federal grant, the making of any ~~Federal~~federal loan,
 3 the entering into of any cooperative agreement, and the extension,
 4 continuation, renewal, amendment, or modification of any ~~Federal~~federal
 5 contract, grant, loan or cooperative agreement;

6 ~~2)~~38.1.2.2 If any funds other than ~~Federal~~federal
 7 appropriated funds (including profit or fee received under a covered
 8 ~~Federal~~federal transaction) have been paid, or will be paid, to any person for
 9 influencing or attempting to influence an officer or employee of any agency, a
 10 Member of Congress, an officer or employee of Congress, or an employee of a
 11 Member of Congress on his or her behalf in connection with this solicitation,
 12 the offeror shall complete and submit, with its offer, OMB standard form LLL,
 13 Disclosure of Lobbying Activities, to the Contracting Officer; and

14 ~~3)~~38.1.2.3 He or she will include the language of this
 15 certification in all subcontract awards at any tier and require that all
 16 recipients of subcontract awards in excess of \$100,000 shall certify and
 17 disclose accordingly.

18 38.1.3 ~~6-~~Submission of this certification and disclosure is a
 19 prerequisite for making or entering into this Agreement imposed by Section
 20 1352, Title 31, USC. Any person who makes an expenditure prohibited under
 21 this provision or who fails to file or amend the disclosure form to be filed
 22 or amended by this provision, shall be subject to a civil penalty of not less
 23 than \$10,000, and not more than \$100,000, for each such failure.

24 ~~41-~~39.POLITICAL ACTIVITY

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

28 ~~42-~~40.TERMINATION PROVISIONS

1 ~~42.1~~40.1 ADMINISTRATOR may terminate this Agreement without penalty,
 2 immediately with cause or after thirty (30) ~~days~~days' written notice without
 3 cause, unless otherwise specified. Notice shall be deemed served on the date
 4 of mailing. Cause shall include, but not be ~~defined as~~limited, to any breach
 5 of contract, any partial misrepresentation ~~or whether negligent or willful,~~
 6 fraud on the part of CONTRACTOR~~—~~, discontinuance of the services for reasons
 7 within CONTRACTOR's reasonable control, and repeated or continued violations
 8 of COUNTY ordinances unrelated to performance under this Agreement that, in
 9 the reasonable opinion of COUNTY, indicate a willful or reckless disregard for
 10 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
 11 terminate this Agreement shall relieve COUNTY of all further obligations under
 12 this Agreement.

13 ~~##~~

14 ~~##~~

15 ~~42.2~~40.2 ~~Upon termination, or notice thereof,~~For ninety (90) calendar
 16 days prior to the expiration date of this Agreement, or upon notice of
 17 termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
 18 cooperate with ADMINISTRATOR in the orderly transfer of service
 19 responsibilities, ~~active case records, and pertinent documents.~~case records,
 20 and pertinent documents. The Transition Period may be modified as agreed upon
 21 in writing by the parties. During the Transition Period, service and data
 22 access shall continue to be made available to COUNTY without alteration.
 23 CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all
 24 data in the format determined by COUNTY.

25 40.3 In the event of termination of this Agreement, cessation of
 26 business by CONTRACTOR, or any other event preventing CONTRACTOR from
 27 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
 28 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if

requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

~~42.3~~40.4 The obligations of COUNTY under this Agreement are contingent upon the availability of ~~Federal~~federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

~~42.4~~40.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall ~~not~~remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

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

1 ~~///~~

2 ~~///~~

3 ~~44.~~42. SIGNATURE IN COUNTERPARTS

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

7 ~~///~~

8 ~~///~~

9 ~~///~~

10 ~~///~~

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

16 ~~///~~

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WHEREFORE, the parties hereto have executed this Agreement.

By: _____
WILLIAM S. MOSAKOWSKI
CHIEF EXECUTIVE OFFICER
(PRESIDENT)
PUBLIC CONSULTING GROUP, INC.

By: _____
COUNTY OF ORANGE
CHAIR OF THE BOARD
OF SUPERVISORS

Dated: _____

Dated: _____

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

Dated: _____

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

SUSAN NOVAK

ROBIN STIELER

1 Clerk of the Board ~~of Supervisors~~
2 Orange County, California

3 APPROVED AS TO FORM
4 COUNTY COUNSEL
5 COUNTY OF ORANGE, CALIFORNIA

6 By: _____
7 DEPUTY

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9 Dated: _____
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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

PUBLIC CONSULTING GROUP, INC.

FOR THE PROVISION OF SUPPLEMENTAL SECURITY INCOME (SSI),

STATE SUPPLEMENTARY PAYMENTS (SSP) AND

SOCIAL SECURITY DISABILITY INSURANCE (SSDI)

CLIENT ADVOCACY SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide SSI/SSP and SSDI Client Advocacy Services to ~~clients participating in the CalWORKs or General Relief (GR) programs who are potentially eligible~~ “Clients.” At SSA’s discretion, Clients include, but may not be limited to SSI/SSP or SSDI benefits. The target population shall consist of, the following:

~~1.1.1 CalWORKs clients who are potentially eligible to SSI/SSP or SSDI benefits based on data obtained through ADMINISTRATOR’s electronic data files;~~

1.1.1 CalWORKs clients GR recipients referred by the COUNTY who have a medical and/or mental incapacity, that may or may not be medically verified, and is expected to last at least 12 months or a permanent disability, which prevents the Client from participating in the General Relief Work Program (GRWP) or working; and

~~1.1.2 CalWORKs recipients~~ referred by ADMINISTRATOR to CONTRACTOR who ADMINISTRATOR reasonably believes have at least one medical

~~condition and/or a mental health issue identified that prevents the client from participating in required activities and is expected to last at least thirty (30) days; and~~

~~1.1.31.1.2 GR clients referred by ADMINISTRATOR who have an incapacity which prevents the client from working and~~which has lasted, or is expected to last ~~at least~~more than twelve (12) months ~~or to end in death, and prevents their participation in Welfare-to-Work (WTW) activities.~~

~~//~~

2. DEFINITIONS

2.1 Authorized Representative: Person authorized to act on behalf of the ~~client as an Authorized Representative (AR)~~Client with ~~client~~Client approval for the application process or in the hearing process when an appeal with the Social Security Administration is filed. Verification signed by ~~client~~Client authorizing the person to act as an Authorized Representative must be on file ~~and available for review by SSA and satisfies the Social Security Administration legal requirements to represent a Client and available for review by SSA and satisfies the Social Security Administration legal requirements to represent a Client.~~

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

2.3 General Relief (GR): A COUNTY residual relief program for those persons who are ineligible for aid under any Federal or State program ~~which is designed to meet all of the client's needs.~~ It is in large part an emergency

1 assistance program to be used when other resources are not available or cannot
2 be developed to meet the needs of the applicant.

3 2.4 General Relief Work Program (GRWP): A component of the GR program
4 that provides employment services for employable applicants and recipients.

5 2.5 Potentially eligible: When the CONTRACTOR uses its best efforts to
6 determine whether there is indication that the ~~client~~Client would be eligible
7 for benefits based on the available information.

8 2.6 Welfare-to-Work (WTW): A mandated program under the CalWORKs Act
9 which requires parents or caretakers in families on CalWORKs assistance,
10 unless exempted, to meet work requirements by participating in WTW activities
11 with a goal of unsubsidized employment leading to self-sufficiency.

12 2.7 Non-Legal Representative: A person who is not an attorney and who
13 represents the Client and advocates for the Client in accordance with the
14 provisions of this Agreement. An Authorized Representative may act as the Non-
15 Legal Representative by advocating for the client.

16 3. SERVICES TO BE PROVIDED

17 3.1 CONTRACTOR shall provide ~~the following services:~~SSI/SSP and SSDI
18 Client Advocacy Services to Clients who are referred by COUNTY staff.

19 3.2 Client Advocacy Services to be provided by CONTRACTOR include, but
20 are not limited to:

21 ~~3.1.1~~3.2.1 Identify potentially eligible ~~clients~~Clients

22 CONTRACTOR shall:

23 ~~3.1.1.1 Work collaboratively with ADMINISTRATOR and~~
24 ~~other organizations, through data-sharing agreements, to access pertinent~~
25 ~~electronic data files to obtain and qualify lists of potentially eligible~~
26 ~~clients;~~

27 ~~3.1.1.2~~3.2.1.1 Conduct outreach to ~~clients~~Clients who are
28 potentially eligible to SSI, SSP, and/or SSDI benefits, ~~and identified through~~

~~the pertinent electronic data files~~; and

~~3.1.1.3~~3.2.1.2 Accept direct referrals of Clients potentially eligible ~~clients~~for SSI/SSP and/or SSDI benefits from ~~County~~COUNTY staff.

~~3.1.2~~3.2.2 Obtain and Review Medical Records

CONTRACTOR shall:

~~3.1.2.1~~3.2.2.1 Obtain all medical ~~and/or~~ mental health, substance abuse and other records, as permitted by law, pertaining to the potentially eligible ~~client~~Client that are necessary to perform review of relevant medical and/or mental health and substance abuse issues;

~~3.1.2.2~~3.2.2.2 Review the ~~client's~~Client's medical and other records ~~to~~ determine if the ~~client~~Client is potentially eligible to the Federal benefits of SSI/SSP or SSDI;

~~3.1.2.3~~3.2.2.3 Request additional information from the ~~client's physician(s)~~Client's medical and/or mental health providers when necessary;

~~3.1.2.4~~3.2.2.4 Notify ADMINISTRATOR ~~immediately~~as soon as possible, but no later than ten (10) calendar days for resolution if a problem is encountered in obtaining records, without revealing the confidential nature of the records;

~~3.1.2.5~~3.2.2.5 Evaluate, document, analyze, and assess all medical and/or mental health records provided by ~~client~~Client to ADMINISTRATOR, or obtained from ~~client's physician~~Client's medical and/or mental health providers;

~~3.1.2.6~~3.2.2.6 ~~Validate~~For the purposes of an SSI/SSP or SSDI application, validate a ~~client's~~Client's medical and/or mental health issues through the ~~client's~~Client's medical records;

~~3.1.2.7~~3.2.2.7 Assist ~~clients~~Clients in scheduling

1 medical and psychological examinations with the appropriate professionals; and
 2 ~~3.1.2.8~~3.2.2.8 Identify clientsProvide resources for
 3 Clients who ~~may be referred~~CONTRACTOR determines are not potentially eligible,
 4 including, but not limited to ~~the~~ State vocational rehabilitation services,
 5 ~~and report findings to ADMINISTRATOR.~~

6 ~~3.1.3~~3.2.3 Assistance Applying for SSI/SSP and/or SSDI Benefits

7 CONTRACTOR shall:

8 ~~3.1.3.1~~3.2.3.1 Assist ~~CalWORKs/GR clients who are~~
 9 ~~potentially eligible to receive SSI/SSP or SSDI complete the~~ Clients in
 10 completing SSI/SSP and/or SSDI applications, and assist Clients with the
 11 Social Security Administration appeals process through final hearing;

12 ~~3.1.3.2~~3.2.3.2 Work closely with Social Security
 13 Administration representatives and analysts to ensure that all necessary
 14 ~~paperwork and~~ documents are submitted, including medical and psychological
 15 data, in a timely manner for ~~client~~Client determination; ~~and~~

16 ~~3.2.3.3~~ CollaborateTo the extent permitted by law,
 17 collaborate with ADMINISTRATOR to ~~ensure client~~promote Client cooperation; and
 18 ~~if client appears to be~~

19 ~~3.1.3.3~~3.2.3.4 If CONTRACTOR determines that the Client
 20 is ineligible, inform ADMINISTRATOR ~~immediately~~as soon as possible but no
 21 later than ten (10) calendar days from the date the information is received.

22 ~~3.1.4~~ ~~Act as or appoint legal representative to SSI/SSP and~~
 23 ~~SSDI applicants. As an authorized or legal representative, CONTRACTOR shall~~
 24 ~~schedule the client's medical and psychological examinations, if necessary;~~
 25 ~~solicit information for the case and/or appeal; and provide the Social~~
 26 ~~Security Administration with necessary medical and psychological data.~~

27 3.2.4 ~~Assist clients~~Upon obtaining Client's written permission,
 28 act as an Authorized Representative to SSI/SSP and SSDI applicants.

1 ~~3.1.5~~ 3.2.5 Assist Clients with the Social Security Administration
 2 appeals process ~~through final hearing.~~ CONTRACTOR shall act as the
 3 ~~client's~~ Client's Authorized Representative, Non-Legal Representative or
 4 obtain legal representation for ~~clients in the hearing process when an appeal~~
 5 ~~is filed~~ Clients, with SSA permission pursuant to Paragraph 0 above, prior to
 6 the application being submitted with the Social Security Administration at no
 7 additional cost to COUNTY. If an appeal is filed, CONTRACTOR shall either
 8 represent or ~~ensure that a Qualified Hearing Representative or attorney is~~
 9 ~~representing the client~~ provide representation to Clients at the Social
 10 Security Administration appeal hearing.

11 ~~3.1.6~~ 3.2.6 Secure or provide any necessary transportation at no
 12 additional cost to COUNTY via travel vouchers, direct transportation or access
 13 to public transportation, to all appointments, examinations, interviews, or
 14 hearings related to the application or hearing process for SSI/SSP or SSDI.
 15 CONTRACTOR shall not provide transportation via peer-to-peer ridesharing
 16 (i.e., Uber/Lyft).

17 ~~3.1.7~~ 3.2.7 Conduct face-to-face and telephone interviews with
 18 ~~clients~~ Clients and ADMINISTRATOR staff to complete the appropriate paperwork
 19 or obtain information.

20 ~~3.1.8~~ 3.3 Monitor the case status through the Social Security
 21 Administration process and communicate status changes to ADMINISTRATOR ~~in a~~
 22 ~~timely manner~~ within ten (10) calendar days.

23 ~~4.~~ CONTRACTOR RESPONSIBILITIES

24 ~~CONTRACTOR shall:~~

25 ~~4.1 Provide all Client Advocacy Services personnel, the materials,~~
 26 ~~supervision, and other items and services necessary to request medical and/or~~
 27 ~~mental health records.~~

28 ~~4.2~~ 3.4 Contact ~~clients~~ Clients and initiate the application process

1 or interview within ~~thirty (30)~~ten (10) calendar days from the date the
 2 SSI/SSP/SSDI Client Advocacy Services referral is received ~~or~~. CONTRACTOR
 3 shall document the date ~~client information~~the referral is received ~~through~~
 4 ~~ADMINISTRATOR's Computer Information System.~~

5 4.33.5 Evaluate medical and/or mental health records to
 6 substantiate or dispute medical conditions and recommend an appropriate course
 7 of action ~~for clients applying to~~apply for SSI/SSP and/or SSDI.

8 4.43.6 Ensure that the review of medical and/or mental health
 9 records and related services are performed by ~~licensed medical and~~
 10 ~~professional staff in good standing with the appropriate licensing Board.~~staff
 11 that is appropriately trained and/or licensed. In addition to the trainings
 12 required by ADMINISTRATOR, CONTRACTOR shall determine the level of staff
 13 training and/or licensing that will support CONTRACTOR in meeting the goals
 14 and outcome objectives stated in Paragraph 5 and Paragraph 9 below.

15 3.7 In the event CONTRACTOR determines the application does not meet
 16 the criteria to be approved by the Social Security Administration for SSI/SSP
 17 and/or SSDI, CONTRACTOR shall discuss with ADMINISTRATOR prior to any final
 18 decision to not submit the application. ADMINISTRATOR will have final decision
 19 to not submit the application.

20 3.8 Cooperate with SSA staff in the event the Client appeals the
 21 CONTRACTOR's findings.

22 3.9 CONTRACTOR shall resubmit an SSI, SSP, and/or SSDI application
 23 only if the client's situation changes to the degree that the new application
 24 would be approved by the Social Security Administration; CONTRACTOR and
 25 ADMINISTRATOR shall mutually agree that the client's situation has
 26 sufficiently changed and merits a new application, prior to the new
 27 application being submitted.

28 4.53.10 Ensure that staff meets ~~Health Insurance Portability and~~

~~Accountability Act (HIPAA) compliance standards, as applicable, and comply with all Federal, State, and COUNTY confidentiality regulations.~~

~~4.6 Identify when client has mental health and substance abuse issues and report findings to ADMINISTRATOR.~~

~~4.7 Cooperate with ADMINISTRATOR in the event the client appeals CONTRACTOR's findings, and provide a subsequent review of medical and/or mental health records to verify or validate original findings and report findings to ADMINISTRATOR.~~

~~4.8~~3.11 Provide testimony at Orange County Social Services Agency appeals hearings as ~~required~~requested.

~~4.9~~3.12 Be available ~~for scheduled meetings with ADMINISTRATOR or within five (5) business days of written or verbal notification to discuss any service delivery issues~~for meetings with ADMINISTRATOR.

~~5.4.~~ CASE ADMINISTRATION

~~5.14.1~~ CONTRACTOR shall create and maintain an electronic or physical ~~case record~~folder for each ~~client identified as potentially eligible for SSI/SSP and/or SSDI~~Client. Information in case records shall be treated as confidential and released only to ADMINISTRATOR as ~~required~~permitted by law, or to others upon the approval of ADMINISTRATOR. The content of the case records shall be in a format approved by ADMINISTRATOR. ~~Items in the case records may include, but are not limited to, the following:~~

~~4.2~~ Items in the case records may include, but are not limited to, the following: ~~Database information where client was identified as potentially eligible, or~~

~~5.1.14.2.1~~ ADMINISTRATOR's referral documents;

~~5.1.24.2.2~~ Client's~~Client's~~ personal information and data gathered to screen eligibility to SSI/SSP and/or SSDI;

~~5.1.34.2.3~~ All medical and/or mental health ~~records~~ obtained by

1 CONTRACTOR from all sources:

2 ~~5.1.4~~4.2.4 ~~Standard release~~Release forms, as needed, for
3 collateral contacts;

4 ~~5.1.5~~4.2.5 Verification signed by ~~client~~Client authorizing
5 CONTRACTOR to act as Authorized Representative ~~or appoint a legal~~
6 ~~representative;~~

7 ~~5.1.6~~4.2.6 All forms and applications completed and submitted on
8 ~~client's~~Client's behalf for SSI/SSP, SSDI, and ~~SSDI;~~ other government
9 benefits;

10 ~~5.1.7~~4.2.7 Documentation of testimony provided at appeals
11 hearings;

12 ~~5.1.8~~4.2.8 Documentation of services provided, including contacts
13 on behalf of ~~clients;~~Clients;

14 ~~5.1.9~~4.2.9 Documentation of language needs and how they were met,
15 as applicable;

16 ~~5.1.10~~4.2.10 Documentation of communication with ~~client~~Client
17 and ADMINISTRATOR regarding this case; and

18 ~~5.1.11~~4.2.11 Documentation of transportation or other
19 services that are provided to the ~~client.~~Client.

20 ~~5.24~~2.12 All forms and charts used by CONTRACTOR in providing the
21 requested services shall be subject to prior approval by ADMINISTRATOR.

22 ~~6.5.~~ PROGRAM GOALS AND OUTCOME OBJECTIVES

23 ~~6.1 The CalWORKs Welfare-to-Work (WTW) and General Relief (GR)~~
24 ~~programs provide assistance, supportive services for eligible adults and~~
25 ~~children. These programs are designed to promote employment opportunities and~~
26 ~~family self-sufficiency.~~

27 5.1 The overall goal of the SSI/SSP/SSDI Client Advocacy Services is
28 to obtain SSI/SSP/SSDI awards for Clients as quickly as possible, in order to

minimize the amount of COUNTY/State cash assistance and to increase recipients' financial resources.

~~6.25.2~~ 5.2 CONTRACTOR shall ensure the following:

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

~~6.2.1~~ CONTRACTOR shall achieve an monthly approval rate of a minimum of seventy percent (70%) of applications submitted, on a cumulative basis all final decisions, for ~~the period of July 1, 2014 through June 30, 2015.~~

~~6.2.2~~ CONTRACTOR shall achieve an approval rate of a minimum of seventy five percent (75%) of applications submitted, on a cumulative basis each fiscal year for the period of July 1, ~~2015~~2018 through June 30, ~~2016.~~

~~6.2.3~~5.2.2 2021. CONTRACTOR performance shall ~~achieve an approval rate of a minimum of eighty percent (80%) of applications submitted, on a cumulative basis for~~ be measured by dividing the period number of July 1, 2016 through June 30, 2017. successful SSI/SSP/SSDI awards by the total number of final decisions. Final decisions will be inclusive of all reconsiderations and appeals.

7.6. REPORTING RESPONSIBILITIES

6.1 CONTRACTOR shall work with ADMINISTRATOR to develop a database to maintain records, collect data, and provide reports as required by

ADMINISTRATOR in order to track goals, progress, and monitor outcome objectives.

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

~~7.1.6.3~~ 6.3 CONTRACTOR shall provide to ADMINISTRATOR a monthly report by the tenth (10th) calendar day of the month for the preceding month in a format approved by ADMINISTRATOR. ~~Data elements may include, but are not limited to the following:~~

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

6.5 Data elements may include, but are not limited to the following:

~~7.1.1~~6.5.1 Names and case numbers of ~~clients~~Clients served;

~~7.1.2~~6.5.2 Number of referrals received, including the status of SSI/SSP or SSDI applications completed and submitted, and number of cases in the appeal process;

~~7.1.3~~6.5.3 Number and types of services provided;

~~7.1.4~~6.5.4 Names, case numbers, date/time, and a description of any testimony provided at an appeals hearing;

~~7.1.5~~ ~~Names, case numbers, date/time, and brief description of clients identified for referral to State vocational rehabilitation services;~~

~~7.1.6~~ ~~Names, case numbers, and brief description of clients identified as having mental health and substance abuse issues;~~

~~7.1.7~~6.5.5 Summary of complaints received and resolution;

~~7.1.8~~6.5.6 Staff training activities and attendees; and

~~7.1.9~~ ~~Annual and/or final reports; and~~

~~7.1.10~~6.5.7 Status of outcome objectives stated in Paragraph 5 of Exhibit A.

1 ~~7.26.6~~ If during any month of the term of this Agreement,
 2 CONTRACTOR's approval rate is less than the percentages as required in
 3 Subparagraph 5.2 above, CONTRACTOR shall be in breach of this Agreement and
 4 shall provide an explanation for the lower rate by the tenth (10th) calendar
 5 day of the month for the preceding month in a format approved by
 6 ADMINISTRATOR. Nothing in this Paragraph limits the ADMINISTRATOR's ability to
 7 terminate this Agreement pursuant to Paragraph 40.

8 ~~8.7.~~ CONTRACTOR PERFORMANCE MONITORING

9 ~~8.17.1~~ CONTRACTOR's performance shall be monitored and reviewed by
 10 ADMINISTRATOR who shall conduct reviews as part of an on-going evaluation of
 11 CONTRACTOR's performance. CONTRACTOR shall cooperate with ADMINISTRATOR in
 12 providing the information necessary for monitoring CONTRACTOR's performance.

13 ~~8.27.2~~ ADMINISTRATOR may use a variety of inspection methods to
 14 evaluate CONTRACTOR's performance, including, but not limited to, the
 15 following:

16 ~~8.2.17.2.1~~ Inspection of CONTRACTOR's records and applicable data
 17 reports to ensure compliance with the outcome objectives as stated in
 18 ~~Subparagraph~~Paragraph 65 above;

19 ~~8.2.27.2.2~~ Random observations;

20 ~~8.2.37.2.3~~ ~~County~~ ADMINISTRATOR's ~~Computer~~ ~~Information~~
 21 ~~System~~electronic data processing system reports;

22 ~~8.2.47.2.4~~ Inspection of CalWORKs/GR ~~participant~~recipient
 23 complaints and/or ~~participant~~ questionnaires, if used; and

24 ~~8.2.57.2.5~~ ~~Service provider~~Inspection of service complaints or
 25 reports.

26 ~~8.37.3~~ When it is determined that services were not performed in
 27 accordance with this Agreement and/or COUNTY policies during the review
 28 period, ADMINISTRATOR may require a corrective action plan ~~=~~ in addition to or

in lieu of finding the CONTRACTOR in breach. CONTRACTOR shall, within the time period specified in any such corrective action plan, remedy the performance defects ~~to avoid breach of this Agreement.~~ This Subparagraph does not limit ADMINISTRATOR's right to termination pursuant to Paragraph 40.

~~8.47.4~~ 8.47.4 CONTRACTOR must cooperate with ADMINISTRATOR in providing the information necessary for monitoring the Agreement, and with authorized State or Federal representatives who may audit services.

~~8.57.5~~ 8.57.5 Performance evaluation meetings shall be conducted as deemed necessary by ADMINISTRATOR.

9-8. CONTRACTOR STAFFING REQUIREMENTS

~~9.18.1~~ 9.18.1 CONTRACTOR shall be responsible for providing, training, and maintaining a competent, stable, and experienced workforce to fulfill the terms of this Agreement. Direct staff and/or subcontracted staff providing direct services, must have successfully completed the requirements for SOAR (SSI/SSDI Outreach, Access, and Recovery). All of CONTRACTOR's staff shall be able to read, write, speak, and understand English. If ~~client~~ Client contact is required to obtain the required documentation or provide services, CONTRACTOR shall be required to provide translation services for languages needed so that all ~~participants~~ Clients are provided services in their primary language.

~~9.28.2~~ 9.28.2 CONTRACTOR shall use a formal recruitment plan, which complies with Federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand the diversity of cultures which can be found among the ~~client~~ Client population. CONTRACTOR shall employ staff who possess the background, training and experience to provide ~~services pursuant to this Agreement.~~ Client Advocacy Services and SSI/SSP application process assistance.

~~9.38.3~~ 9.38.3 CONTRACTOR shall comply with all COUNTY, State, and Federal

1 regulations regarding Limited English Proficiency (LEP). LEP regulations
 2 ~~affect~~apply to anyone who participates in a Federally funded program, and who
 3 has English as his or her second language and is limited in his or her English
 4 language proficiency.

5 ~~9.4.8.4~~8.4 CONTRACTOR shall provide, at a minimum, the following staff
 6 at all times during the term of the Agreement.

7 ~~9.4.1~~8.4.1 Management Staff

8 Qualifications:

9 ~~9.4.1.1~~8.4.1.1 Bachelor's Degree from an accredited
 10 college or university, preferably in a human services or medical related
 11 field; and

12 ~~9.4.1.2~~8.4.1.2 A minimum of two (2) years' experience in
 13 a human services or medical related field ~~or~~and a minimum of one (1) years'
 14 experience ~~working with disabled individuals in supervision.~~

15 ~~9.4.2~~8.4.2 Supervisory Staff

16 Qualifications:

17 ~~9.4.2.1~~8.4.2.1 Bachelor's Degree from an accredited
 18 college or university, preferably in a human services field; and

19 ~~9.4.2.2~~8.4.2.2 A minimum of one (1) year experience in a
 20 human services related field or experience working with disabled individuals.

21 ~~9.4.3~~8.4.3 Direct Services Staff

22 Qualifications:

23 ~~9.4.3.1~~8.4.3.1 Bachelor's Degree from an accredited
 24 college or university, preferably in a human services field; ~~and~~

25 ~~9.4.3.2~~8.4.3.2 A minimum of one (1) year experience in a
 26 human services related field or experience working with disabled individuals ~~;~~
 27 and

28 8.4.3.3 —Must have successfully completed the

requirements for SOAR (SSI/SSDI Outreach, Access, and Recovery).

9.4.48.4.4 Administrative Support Staff

Qualifications:

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

10.9. CONTRACTOR STAFF TRAINING

~~10.1 CONTRACTOR's staff directly serving participants and first line supervisors shall be thoroughly familiar with the WTW service delivery model contained in the current Orange County CalWORKs Plan and the General Relief Work Program services delivery model contained in the current Orange County GR Plan; County policies and related instructions; County data systems, including service delivery and payment systems; welfare fraud and child abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance requirements.~~

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

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

10.49.3 CONTRACTOR shall ensure that CONTRACTOR's staff receives training in understanding the cultural differences among groups of

~~participants~~Clients, and recognizes and effectively intervenes to overcome any language and/or cultural barriers to employment.

~~10.59.4~~ 10.4 CONTRACTOR shall maintain a log of in-house training activities and ~~participants~~Clients. This log shall be made available to ADMINISTRATOR.

~~11.10.~~ 10. PRINCIPLES

~~11.1~~ CONTRACTOR shall ensure that the delivery of services is based on the following principles:

~~11.1.1~~10.1 Services provided must be conducted in a manner ~~responsive~~sensitive to literacy, language, and socio-cultural issues that may impact the ~~participants.~~Clients;

~~11.1.2~~10.2 Identify barriers relating to behavioral health and/or substance abuse issues ~~and inform ADMINISTRATOR.~~;

~~11.1.3~~10.3 Maximize opportunities to provide integrated, coordinated, and easily accessible resources for ~~participants.~~Clients;

~~11.1.4~~10.4 Provide strength-based, family-friendly and family-centered services ~~;~~;

~~11.1.5~~10.5 Be community-based, and provide integrated services that coordinate Federal, State and community funding opportunities ~~;~~ and

~~11.1.6~~10.6 Be outcome-driven and focus on identifying indicators that accurately reflect progress towards Agreement goals.

~~12.11.~~ 11. HANDLING COMPLAINTS

~~12.11.1~~ 11.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating and responding to ~~provider and participant~~ complaints, including Civil Rights complaints, requests for COUNTY reviews pursuant to Paragraph Error! Reference source not found. above and Paragraph 7 of Exhibit A, negative comments and other complaints.

~~12.2~~11.2 CONTRACTOR shall maintain a log for identification and

1 response to ~~participants'~~Client complaints. When complaints cannot be
 2 resolved informally, a system of follow-through ~~shall~~will be instituted which
 3 adheres to formal plans for specific actions and ~~responses~~strict time
 4 deadlines. Responses to complaints shall occur within two (2) business days.

5 ~~12.3~~11.3 When CONTRACTOR believes any complaint may have legal
 6 implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint
 7 immediately to ADMINISTRATOR prior to responding to the complaint.

8 ~~12.4~~11.4 CONTRACTOR shall provide to ADMINISTRATOR, in a form
 9 approved by ADMINISTRATOR, information pertaining to complaints, as well as
 10 the CONTRACTOR's response to any complaints to ADMINISTRATOR, as described
 11 above, within ten (10) business days of the complaint.

12 ~~12.5~~11.4.1 CONTRACTOR shall ~~submit to ADMINISTRATOR~~provide a
 13 ~~monthly~~—summary of all complaints ~~received~~and/or negative comments as
 14 prescribed and on a format approved by ADMINISTRATOR. Complaints include, but
 15 are not limited to, complaints from ~~clients~~Clients, other contract service
 16 providers, community organizations, and the public.

17 ~~13.12.~~ OUTSIDE CONTACTS

18 CONTRACTOR shall:

19 ~~13.1~~12.1 Immediately inform ADMINISTRATOR of any inquiry from an
 20 elected official, their representative, ~~participant~~Client advocate, or the
 21 press, and immediately provide information in order ~~for~~to permit ADMINISTRATOR
 22 to respond.

23 ~~13.2~~12.2 Consult with ADMINISTRATOR prior to initiating contact with
 24 a ~~participant~~Client advocate or the press.

25 ~~13.3~~12.3 ~~Inform~~CONTRACTOR shall inform ADMINISTRATOR prior to
 26 initiating contact with an elected official or their representative.

27 ~~14.13.~~ COORDINATION

28 ~~14.1~~13.1 CONTRACTOR must jointly host regular coordination meetings

1 with ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review
 2 program operations, and solve problems. Nothing in this Paragraph limits the
 3 ADMINISTRATOR's ability to terminate this Agreement pursuant to Paragraph 40.

4 ~~15.~~14. HOURS OF OPERATION

5 ~~15.1~~14.1 CONTRACTOR shall provide services during hours that are
 6 responsive to the needs of the target population(s) as determined by
 7 ADMINISTRATOR. At a minimum, CONTRACTOR shall provide a review of ~~medical~~
 8 ~~and/or mental health records~~ services and respond to ADMINISTRATOR inquiries
 9 from 8:00 a.m. through 5:00 p.m., Monday through Friday, except COUNTY
 10 holidays as established by the Orange County Board of Supervisors.

11 ~~15.2~~14.2 ~~CONTRACTOR shall maintain a~~CONTRACTOR's holiday schedule
 12 ~~consistent with~~shall not exceed COUNTY's holiday schedule: ~~—~~ which is as
 13 follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday,
 14 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day,
 15 Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas
 16 Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for
 17 ~~any closure outside of COUNTY's~~ holiday schedule. ~~—~~ (s) in excess of those
 18 listed above. Failure of CONTRACTOR to obtain such approval shall result in
 19 CONTRACTOR incurring upon itself all fiscal obligations related to non-COUNTY
 20 holiday(s), and shall be deemed in material breach of Agreement for services
 21 not provided by CONTRACTOR during unapproved holiday(s).

22 ~~16.~~15. FACILITIES

23 15.1 Services, as described in this Exhibit, will be provided the
 24 following three locations:

25 ~~16.1~~15.2 CONTRACTOR shall provide its own facility for CONTRACTOR's
 26 administrative functions and ~~programmatically functions of administering~~ services
 27 ~~pursuant to this Agreement.~~ ~~CONTRACTOR shall provide ADMINISTRATOR with~~
 28 ~~details regarding its facility, including but not limited to physical location~~

~~and public transportation access, within ten (10) business days of the effective date of this Agreement. COUNTY has the right to approve or disapprove of CONTRACTOR's facility and location.~~

~~16.2~~15.3 CONTRACTOR's facilities shall be safe, clean structures and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five-day-per-week basis, subject to the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, ADMINISTRATOR may notify CONTRACTOR in writing. Failure to comply shall result in termination of this Agreement.

~~16.3~~15.4 ~~COUNTY facilities may be available on a limited basis for joint meetings between CONTRACTOR and ADMINISTRATOR's staff and~~ will provide services at the CalWORKs/GR client. In the event COUNTY facilities are available, said facilities will be identified by ADMINISTRATOR on an as needed basis, following facility a minimum of two (2) days per week, or as determined by ADMINISTRATOR.:

Central Regional Office

2020 W. Walnut Ave

Santa Ana, CA 92703

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

CalWORKs East Regional Office

1928 S. Grand Ave

Santa Ana, CA 92705

~~16.4~~15.6 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided

without changing COUNTY's maximum obligation.

~~17.~~16. SERIOUS ILLNESS, ACCIDENT/INJURY, HOSPITALIZATION, OR DEATH

~~17.1~~16.1 CONTRACTOR shall ~~immediately~~ notify ADMINISTRATOR by telephone (voicemail is not acceptable) ~~upon~~immediately, but no later than twenty-four (24) hours after CONTRACTOR becoming aware of any serious illness, accident/injury, hospitalization, or death of any Orange County Social Services Agency ~~client~~Client in CONTRACTOR's care. This verbal report shall be followed by a Special Incident Report ~~—(SIR)~~ on a form approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death.

~~///~~

~~17.2~~16.2 The verbal and written reports shall include, but not be limited to:

~~17.2.1~~16.2.1 The name of the ~~client~~Client and date of birth;

~~17.2.2~~16.2.2 The date, time, and location of serious illness, accident/injury, hospitalization, or death; and

~~17.2.3~~16.2.3 The program under which the ~~client~~Client was receiving services; the name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to ~~client/family~~Client; and a summary of the circumstances thereof.

~~18.~~17. QUALITY ASSURANCE AND QUALITY CONTROL

~~18.1~~17.1 CONTRACTOR shall be required to establish and utilize a comprehensive Quality Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan shall be effective on the effective date of this Agreement and shall be updated and resubmitted for ADMINISTRATOR approval when changes occur.

~~18.2~~17.2 The Quality Control Plan shall include, but not be limited to, the following:

~~18.2.1~~17.2.1 A method for ensuring the services, deliverables, and requirements defined in this Agreement are being provided at or above the level of quality per this Agreement;

~~18.2.2~~17.2.2 A method for assuring that the professional staff rendering services under the Agreement have the necessary qualifications;

~~18.2.3~~17.2.3 A method ~~for~~of identifying and preventing deficiencies in the quality of service; as defined by COUNTY policy;

~~18.2.4~~17.2.4 A method for providing ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve identified problems;

~~18.2.5~~

~~18.2.5~~17.2.5 Items and areas to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished, and the title of the individual(s) who shall perform the inspections;

~~18.2.6~~17.2.6 Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable;

~~18.2.7~~17.2.7 Maintenance of a file of all inspections conducted by CONTRACTOR and, if necessary, the corrective action taken; and

~~18.2.8~~17.2.8 Method for continuing services in the event of a strike by CONTRACTOR 's employees or a natural disaster.

~~19.18.~~18. BUSINESS CONTINUITY PLAN

~~19.1~~18.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR will continue to provide services after a business interruption, including, but not limited to, a strike by the CONTRACTOR's employees or a natural disaster.

~~19.2~~18.2 CONTRACTOR shall submit the BCP which will include a

1 Disaster Preparedness and Response Plan to ADMINISTRATOR within thirty (30)
2 days of the effective date of this Agreement.

3 ~~19.3.1~~18.3 The Disaster Preparedness and Response Plan will include,
4 but not be limited to, the following:

5 ~~19.3.1~~18.3.1 Evacuation protocols and procedures that include
6 the ~~CONTRACTOR's~~CONTRACTOR's responsibility for the safety, relocation, and
7 tracking of all ~~participants~~Clients in its care during any disaster event.

8 ~~19.3.2~~18.3.2 Notification to be made to ADMINISTRATOR with
9 regard to ~~participants'~~Clients' welfare, including the provision of on-site
10 emergency contact information.

11 ~~19.3.3 Provisions for maintaining court ordered services during~~
12 ~~a disaster.~~

13 ~~19.3.4~~18.3.3 Protection and recovery of ~~participants'~~Clients'
14 records.

15 ~~19.3.5 Provision of crisis response services to participants~~
16 ~~such as crisis counseling, medical needs, both through the provision of~~
17 ~~prescribed medications, or through the provision of emergency medical~~
18 ~~services.~~

19 ~~19.3.6~~18.3.4 Disaster response training for staff.

20 ~~19.3.7~~18.3.5 Maintenance and review of plan at regular
21 intervals.

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~~EXHIBIT B~~

~~TO~~

~~AGREEMENT~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~PUBLIC CONSULTING GROUP, INC.~~

~~FOR THE PROVISION OF SUPPLEMENTAL SECURITY INCOME (SSI),~~

~~STATE SUPPLEMENTARY PAYMENTS (SSP) AND~~

~~SOCIAL SECURITY DISABILITY INSURANCE (SSDI)~~

~~CLIENT ADVOCACY SERVICES~~

~~AGREEMENT TO COMPLY WITH THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY~~

~~INFORMATION TECHNOLOGY SECURITY AND USAGE POLICY~~

~~Use of E-mail, Personal Computers, and other Computer Resources Policy~~

~~I acknowledge that I have read, understand, and agree to abide by all provisions of the ADMINISTRATOR's Use of E-mail, Personal Computers, and other Computer Resources Policy (I 6) which is attached hereto and incorporated herein by reference. My signature on the aforementioned document shall serve as confirmation of my agreement to stipulations written therein.~~

~~Information Security Rules of the Road Training~~

~~I acknowledge that I have read and understand the Orange County Social Services Agency Information Security Rules of the Road training presentation which has been provided by ADMINISTRATOR.~~

~~Confidentiality Statement~~

~~I agree to the confidentiality provisions pursuant to Paragraph 30 of this Agreement. Further I acknowledge and agree to the following:~~

~~All written and oral information concerning clients of ADMINISTRATOR is confidential. The term client shall include former, current, and future applicants, recipients, and authorized representatives who have received, are currently receiving, are currently seeking, or in the future will receive services from ADMINISTRATOR. It shall also include all individuals who have been, who currently are, or who are pending potential future investigation in connection with the administration of ADMINISTRATOR's programs.~~

~~Information pertaining to ADMINISTRATOR's clients shall not be disclosed to anyone, in or out of the workplace, including other employees, nor shall it be published, or used by any employee, except for purposes directly connected with the administration of ADMINISTRATOR's programs as set forth in the California Welfare and Institutions Code, or pursuant to an order of a judge of the Juvenile Court.~~

~~Information includes the names of persons, and all other personal or case-related information, including, but not limited to, client or case information in client case files; court reports; Juvenile Court records; internal agency memoranda, employee or agency reports, minutes and other documents; internal agency electronic mail and electronic messages; information contained in agency electronic data processing databases and systems; client or employee notes, documents, or correspondence; drafts of documents; and oral comments.~~

~~I affirm that if I encounter information which I cannot definitely determine as covered or not by the confidentiality provisions of this Exhibit B and Agreement, I shall confer with and obtain approval from my supervisor before releasing said information.~~

Employee's Printed Name

Employee's Signature

Date

Supervisor's Printed Name

Supervisor's Signature

Date