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1. TERM

The term of this Agreement shall commence on October 1, ~~2014~~ 2017, and terminate on September 30, ~~2017~~ 2020, unless earlier terminated pursuant to the provisions of Paragraph 44 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

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~~ 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.

3. STATUS OF CONTRACTOR

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

1 services to be provided during the course and scope of their employment.

2 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
3 entitled to any rights and/or privileges of COUNTY employees and shall not be
4 considered in any manner to be COUNTY employees.

5 4. DESCRIPTION OF SERVICES, STAFFING

6 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
7 and supplies as described in the Exhibits to the Agreement between County of
8 Orange and Access California Services, ~~OMID Multicultural Institute for~~
9 ~~Development, and The Tiyya Foundation,~~ for the Provision of Refugee Social
10 Services and Refugee Health Services, attached hereto and incorporated herein
11 by reference. Exhibit "A" relating to Refugee Social Services, Exhibit "B"
12 relating to Refugee Health Services. ~~and Exhibit "C" relating to HCA Personal~~
13 ~~Information and Security Contract.~~ CONTRACTOR shall operate continuously
14 throughout the term of this Agreement with the number and type of staff
15 described and as required for provision of services hereunder.

16 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
17 may require changes in staffing allocations to reflect current workload
18 demands or service needs as long as COUNTY's maximum obligation as set forth
19 in this Agreement is not exceeded.

20 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
21 appropriate staff to attend an orientation session and subsequent training
22 sessions given by COUNTY.

23 5. LICENSES AND STANDARDS

24 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
25 required by the laws of the United States, State of California, County of
26 Orange and all other appropriate governmental agencies to perform the services
27 described in this Agreement, and agrees to maintain these licenses and permits
28 in effect for the duration of this Agreement. Further, CONTRACTOR warrants

1 that its employees shall conduct themselves in compliance with such laws and
2 licensure requirements including, without limitation, compliance with laws
3 applicable to sexual harassment and ethical behavior.

4 5.2 In the performance of this Agreement, CONTRACTOR shall comply ~~with~~
5 ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable
6 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
7 the Code of Federal Regulations (CFR); ~~Federal Office of Management and Budget~~
8 ~~(OMB) Circulars A-21, A-122, and A-87;~~ implementing regulations under 2 CFR
9 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
10 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
11 laws and regulations of the United States, State of California, County of
12 Orange Social Services Agency and all administrative regulations, rules and
13 policies adopted thereunder as each and all may now exist or be hereafter
14 amended.

15 5.2.1 For Federally funded Agreements in the amount of \$25,000
16 or more, CONTRACTOR certifies that its officers and/or principals are not
17 debarred or suspended from Federal financial assistance programs and/or
18 activities

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment:

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

1 requiring COUNTY approval.

2 6.2 Subcontracts:

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

10 6.2.1 Subcontracts of \$25,000 or less:

11 CONTRACTOR shall develop a standard form Purchase Order,
12 subject to prior written approval of ADMINISTRATOR, to be utilized for the
13 purchase of services by CONTRACTOR when the cumulative total cost of the
14 services to be provided by any organization is anticipated to be twenty-five
15 thousand dollars (\$25,000) or less during the term of this Agreement. The
16 basis for costs incurred by any such Purchase Order(s) shall be the actual
17 cost of providing services or the usual and customary charges established by
18 the organization(s) providing the services.

19 6.2.2 Subcontracts in excess of \$25,000:

20 CONTRACTOR shall develop and submit for approval to
21 ADMINISTRATOR a system for the procurement of subcontracts with any
22 organization in which the total cumulative cost of services provided by any
23 single organization is anticipated to exceed twenty-five thousand dollars
24 (\$25,000) during the term of this Agreement. CONTRACTOR's proposed procurement
25 system shall take into consideration such factors as: degree of price
26 competition; pricing policies and techniques; experience and quality of
27 service; methods of evaluating subcontractor responsibility; relationship of
28 subcontractor to CONTRACTOR; and planning, award, and post-award management of

1 subcontracts, including internal audit procedures and monitoring of
2 subcontractor's performance until completion of services.

3 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
4 procurement system, CONTRACTOR shall comply with such procurement system in
5 obtaining subcontracts with a total cost in excess of twenty-five thousand
6 dollars (\$25,000) during the term of this Agreement. In addition, CONTRACTOR
7 shall obtain ADMINISTRATOR's written consent prior to entering into a
8 subcontract with any organization when the total cumulative cost of services
9 to be provided by that organization is anticipated to exceed twenty-five
10 thousand dollars (\$25,000) during the term of this Agreement.

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

23 7.1.1 The form of CONTRACTOR's business organization, i.e.,
24 proprietorship, partnership, corporation, etc.

25 7.1.2 A detailed statement indicating the relationship of
26 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
27 individual.

28 7.1.3 A detailed statement indicating the relationship of

1 CONTRACTOR to any subsidiary business organization or to any individual who
2 may be providing services, supplies, material or equipment to CONTRACTOR or in
3 any manner does business with CONTRACTOR under this Agreement.

4 7.2 Change in Form of Business Organization:

5 If during the term of this Agreement the form of CONTRACTOR's
6 business organization changes, or the ownership of CONTRACTOR changes, or
7 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
8 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
9 writing, detailing such changes. A change in the form of business
10 organization may, at COUNTY's sole discretion, be treated as an attempted
11 assignment of rights or delegation of duties of this Agreement.

12 7.3 Real Property Disclosure:

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

18 7.3.1 The location by street address and city of any such real
19 property.

20 7.3.2 The fair market value of any such real property as such
21 value is reflected on the most recently issued County Tax Collector's tax
22 bill.

23 7.3.3 A detailed description of all existing and pending
24 agreements, with respect to the use or occupation of any such real property.
25 Such description shall include, but not be limited to:

26 7.3.3.1 The term duration of any rental, lease or
27 license agreement;

28 7.3.3.2 The amount of monetary consideration to be

1 paid to the lessor or licensor over the term of the rental, lease or license
2 agreement;

3 7.3.3.3 The type and dollar value of any other
4 consideration to be paid to the lessor or licensor; and

5 7.3.3.4 The full names and addresses of all parties
6 to any agreement concerning the real property and a listing of liens (if any)
7 thereof, together with a listing by full names and addresses of all officers,
8 directors and stockholders of any private corporation, and a similar listing
9 of all general and limited partners of any partnership which is a party.

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

25 7.3.5 True and correct copies of all agreements with respect to
26 any such real property shall be appended to the documentation described above
27 and made a part thereof. If, during the term of this Agreement, there is a
28 change in the agreement(s) with respect to real property where persons receive

1 services. CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
2 describing such changes.

3 8. NON-DISCRIMINATION

4 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
5 shall not engage nor employ any unlawful discriminatory practices in the
6 admission of CLIENTS, provision of services or benefits, assignment of
7 accommodations, treatment, evaluation, employment of personnel or in any other
8 respect on the basis of ~~sex, race, color, ethnicity, national origin,~~
9 ~~ancestry, religion, age, marital status, medical condition, sexual~~
10 ~~orientation, sexual preference, gender identity or expression, physical or~~
11 ~~mental disability~~ race, religious creed, color, national origin, ancestry,
12 physical disability, mental disability, medical condition, genetic
13 information, marital status, sex, gender, gender identity, gender expression,
14 age, sexual orientation, military and veteran status or any other protected
15 group in accordance with the requirements of all applicable Federal or State
16 laws.

17 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
18 meets the lawful and applicable requirements of the U.S. Department of Health
19 and Human Services.

20 8.3 CONTRACTOR shall furnish any and all information requested by
21 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
22 books, records and accounts in order to ascertain CONTRACTOR's compliance with
23 Paragraph 8 et seq.

24 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
25 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
26 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

27 8.5 Non-Discrimination in Employment:

28 8.5.1 All solicitations or advertisements for employees placed

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

12 8.5.2 CONTRACTOR shall refer any and all employees desirous of
 13 filing a formal discrimination complaint to:

14 California Department of Social Services

15 Public Inquiry and Response Bureau

16 P.O. Box 944243, M.S. 8-3-4-23

17 Sacramento, CA ~~94244-2430~~ 95814

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

20 8.6 Non-Discrimination in Service Delivery:

21 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
 22 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
 23 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
 24 Stamp Act of 1977, as amended, and in particular 7 CFR § section 272.6; Title
 25 II of the Americans with Disabilities Act of 1990, as amended; California
 26 Civil Code Section 51 et seq., as amended; California Government Code (CGC)
 27 Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h)~~(1)~~, (i), and
 28 (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections

1 98000-98413; ~~Title 24, CCR Section 3105A(e)~~; the Dymally-Alatorre Bilingual
 2 Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of
 3 Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and
 4 State laws, as well as their implementing regulations (including Title 45 CFR
 5 Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any
 6 other law pertaining to Equal Employment Opportunity, Affirmative Action and
 7 Nondiscrimination as each may now exist or be hereafter amended. CONTRACTOR
 8 shall not implement any administrative methods or procedures which would have
 9 a discriminatory effect or which would violate the California Department of
 10 Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21,
 11 Chapter 21-100. If there are any violations of this Paragraph, CDSS shall
 12 have the right to invoke fiscal sanctions or other legal remedies in
 13 accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other
 14 laws, or the issue may be referred to the appropriate Federal agency for
 15 further compliance action and enforcement of Subparagraph 8.6 et seq.

16 8.6.2 CONTRACTOR shall provide any and all CLIENTs desirous of
 17 filing a formal complaint any and all information as appropriate:

18 8.6.2.1 Pamphlet: "Your Rights Under California
 19 Welfare Programs" (PUB 13)

20 8.6.2.2 Discrimination Complaint Form

21 8.6.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:

23 Orange County Social Services Agency

24 Program Integrity

25 Attn: Civil Rights Coordinator

26 P.O. Box 22001

27 Santa Ana, CA 92702-2001

28 Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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

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

~~OMID Multicultural Institute for Development
4199 Campus Drive, Ste #550
Irvine, CA 92612~~

~~The Tiyya Foundation~~

1 ~~20 Truman Suite #104~~

2 ~~Irvine, CA 92620~~

3
4 9.2 All notices shall be deemed effective when in writing and
5 deposited in the United States mail, first class, postage prepaid and
6 addressed as above. Any notices, claims, correspondence, reports and/or
7 statements authorized or required by this Agreement addressed in any other
8 fashion shall be deemed not given. The Parties each may designate by written
9 notice from time to time, in the manner aforesaid, any change in the address
10 to which notices must be sent.

11 10. NOTICE OF DELAYS

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

17 11. INDEMNIFICATION

18 11.1 ~~Each~~ CONTRACTOR ~~Partner Agency~~ agrees to indemnify, defend with
19 counsel approved in writing by COUNTY, and hold U.S. Department of Health and
20 Human Services, the State, COUNTY, and their elected and appointed officials,
21 officers, employees, agents and those special districts and agencies which
22 COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
23 INDEMNITEES") harmless from any claims, demands or liability of any kind or
24 nature, including but not limited to personal injury or property damage,
25 arising from or related to the services, products or other performance
26 provided by CONTRACTOR pursuant to this Agreement. If judgment is entered
27 against CONTRACTOR and COUNTY by a court of competent jurisdiction because of
28 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR

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

3 12. INSURANCE

4 12.1 Prior to the provision of services under this Agreement,
5 CONTRACTOR ~~Partner Agency~~ agrees to purchase all required insurance at
6 CONTRACTOR's expense and to deposit with ADMINISTRATOR Certificates of
7 Insurance, including all endorsements required herein, necessary to satisfy
8 COUNTY that the insurance provisions of this Agreement have been complied
9 with, ~~and to keep such insurance coverage and the certificates therefore on~~
10 ~~deposit with ADMINISTRATOR during the entire term of this Agreement.~~

11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
12 and endorsements on deposit with ADMINISTRATOR during the entire term of this
13 Agreement. In addition, all subcontractors performing work on behalf of
14 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
15 same terms and conditions as set forth herein for CONTRACTOR.

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

28 12.3 All self-insured retentions (SIRs) ~~and deductibles~~ shall be

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

11 12.3.1 In addition to the duty to indemnify and hold COUNTY
12 harmless against any and all liability, claim, demand or suit resulting from
13 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
14 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
15 counsel approved by Board of Supervisors against same; and

16 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
17 absolute and irrespective of any duty to indemnify or hold harmless; and

18 12.3.3 The provisions of California Civil Code Section 2860
19 shall apply to any and all actions to which the duty to defend stated above
20 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
21 CONTRACTOR was an insurer and COUNTY was the insured.

22 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
23 the full term of this Agreement, COUNTY may terminate this Agreement.

24 12.5 Qualified Insurer:

25 12.5.1 Minimum insurance company ratings as determined by the
26 most current edition of the Best's Key Rating Guide/Property-Casualty/United
27 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
28 Category). The policy or policies of insurance required herein must be issued

1 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII
 2 (Financial Size Category as determined by the most current edition of the
 3 Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is
 4 preferred, but not mandatory, that the insurer be licensed to do business in
 5 the state of California (California Admitted Carrier).

6 12.6 ~~The policy or policies of insurance required herein must be issued~~
 7 ~~by an insurer licensed to do business in the State of California (California~~
 8 ~~Admitted Carrier). If the insurer is a non-admitted carrier in the State of~~
 9 ~~California and does not meet or exceed~~ insurance carrier does not have an A.M.
 10 Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to
 11 approve or reject a carrier after a review of the company's performance and
 12 financial ratings rating. ~~If the non-admitted carrier meets or exceeds the~~
 13 ~~minimum A.M. Best rating of A-/VIII, ADMINISTRATOR can accept the insurance.~~

14 12.7 The policy or policies of insurance maintained by each CONTRACTOR
 15 ~~Partner Agency~~ shall provide the minimum limits and coverage as set forth
 16 below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory

1	Employer's Liability Insurance	\$1,000,000 per occurrence
2	Network Security & Privacy Liability	\$1,000,000 per claims made
3		
4	Professional Liability Insurance	\$1,000,000 per claims made
5		or _____ per _____ occurrence
6		\$1,000,000 aggregate
7	Sexual Misconduct Liability	\$1,000,000 per occurrence

9 12.8 Required Coverage Forms:

10 12.8.1 Commercial General Liability coverage shall be written on
 11 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
 12 liability coverage at least as broad.

13 12.8.2 Business Auto Liability coverage shall be written on ISO
 14 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
 15 coverage at least as broad.

16 12.9 Required Endorsements:

17 12.9.1 Commercial General Liability policy shall contain the
 18 following endorsements, which shall accompany the Certificate of Insurance:

19 12.9.1.1 An Additional Insured endorsement using ISO
 20 form ~~CG 2010 or CG 2033~~ CG 20 26 04 13, or a form at least as broad, naming
 21 the County of Orange, its elected and appointed officials, officers,
 22 ~~employees~~, agents and employees, as Additional Insureds or provide blanket
 23 coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

24 12.9.1.2 A primary non-contributing endorsement using
 25 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
 26 CONTRACTOR's insurance is primary and any insurance or self-insurance
 27 maintained by the County of Orange shall be excess and non-contributing.

28 12.9.2 The Network Security and Privacy Liability policy shall

1 contain the following endorsements which shall accompany the Certificate of
2 Insurance.

3 12.9.2.1 An Additional Insured endorsement naming the
4 County of Orange, its elected and appointed officials, officers, agents and
5 employees as Additional Insureds for its vicarious liability.

6 12.9.2.2 A primary and non-contributing endorsement
7 evidencing that the CONTRACTOR's insurance is primary and any insurance or
8 self-insurance maintained by the County of Orange shall be excess and non-
9 contributing.

10 12.10 The Workers' Compensation policy shall contain a waiver of
11 subrogation endorsement waiving all rights of subrogation against the County
12 of Orange, ~~and members of the Board of Supervisors,~~ its elected and appointed
13 officials, officers, agents and employees or provide blanket coverage, which
14 will state AS REQUIRED BY WRITTEN CONTRACT.

15 12.11 All insurance policies required by this Agreement shall waive all
16 rights of subrogation against the County of Orange ~~and members of the Board of~~
17 ~~Supervisors,~~ its elected and appointed officials, officers, agents and
18 employees when acting within the scope of their appointment or employment.

19 ~~12.12 All insurance policies required by this Agreement shall give the~~
20 ~~County of Orange thirty (30) days' notice in the event of cancellation and ten~~
21 ~~(10) days for non-payment of premium. This shall be evidenced by policy~~
22 ~~provisions or an endorsement separate from the Certificate of Insurance~~
23 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
24 policy cancellation and ten (10) days for non-payment of premium and provide a
25 copy of the cancellation notice to COUNTY. Failure to provide written notice
26 of cancellation may constitute a material breach of the contract, upon which
27 the COUNTY may suspend or terminate this Agreement.

28 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"

1 policy. CONTRACTOR shall agree to maintain professional liability coverage for
2 two (2) years following completion of this Agreement.

3 12.14 The Commercial General Liability policy shall contain a
4 severability of interests clause also known as a "separation of insureds"
5 clause (standard in the ISO CG 0001 policy).

6 12.15 Insurance certificates should be mailed to COUNTY at the address
7 indicated in Paragraph 9 of this Agreement.

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

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

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

22 12.19 The procuring of such required policy or policies of insurance
23 shall not be construed to limit CONTRACTOR's liability hereunder nor to
24 fulfill the indemnification provisions and requirements of this Agreement, nor
25 act in any way to reduce the policy coverage and limits available from the
26 insurer.

27 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

28 CONTRACTOR shall report to COUNTY:

1 13.1 Any accident or incident relating to services performed under this
2 Agreement that involves injury or property damage which may result in the
3 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
4 shall be made in writing within twenty-four (24) hours of occurrence.

5 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
6 from or relating to services performed by CONTRACTOR under this Agreement.
7 Such report shall be submitted to COUNTY within twenty-four (24) hours of
8 occurrence.

9 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
10 property. Such report shall be submitted to COUNTY within twenty-four (24)
11 hours of occurrence.

12 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
13 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
14 under the term of this Agreement. Such report shall be submitted to COUNTY
15 within twenty-four (24) hours of occurrence.

16 14. CONFLICT OF INTEREST

17 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
18 any actions or conditions that could result in a conflict with the best
19 interests of COUNTY. This obligation shall apply to CONTRACTOR and
20 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors, and
21 third parties associated with accomplishing the work hereunder.

22 14.2 CONTRACTOR's efforts shall include, but not be limited to,
23 establishing precautions to prevent its employees or agents from making,
24 receiving, providing, or offering gifts, entertainment, payments, loans, or
25 other considerations which could be deemed to appear to influence individuals
26 to act contrary to the best interests of COUNTY.

27 15. ANTI-PROSELYTISM PROVISION

28 No funds provided directly to institutions or organizations to provide

1 services and administer programs under Title 42 United States Code (USC)
2 Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or
3 proselytization, except as otherwise permitted by law.

4 16. SUPPLANTING GOVERNMENT FUNDS

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

14 17. EQUIPMENT

15 17.1 All items purchased with funds provided under this Agreement, or
16 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
17 at least five thousand dollars (\$5,000), including sales tax, shall be
18 considered Capital Equipment. Title to all Capital Equipment shall, upon
19 purchase, vest and remain in COUNTY. The use of such items of Capital
20 Equipment is limited to the performance of this Agreement. Upon the
21 termination of this Agreement, CONTRACTOR shall immediately return any items
22 of Capital Equipment to COUNTY or its representatives, or dispose of them in
23 accordance with the directions of ADMINISTRATOR.

24 CONTRACTOR further agrees to the following:

25 17.1.1 To maintain all items of Capital Equipment in good
26 working order and condition, normal wear and tear excepted.

27 17.1.2 To label all items of Capital Equipment, do periodic
28 inventories as required by ADMINISTRATOR and to maintain an inventory list

1 showing where and how the Capital Equipment is being used, in accordance with
2 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
3 ADMINISTRATOR within ten (10) days of any request therefore.

4 17.1.3 To report in writing to ADMINISTRATOR immediately after
5 discovery, the loss or theft of any items of Capital Equipment. For stolen
6 items, the local law enforcement agency must be contacted and a copy of the
7 police report submitted to ADMINISTRATOR.

8 17.1.4 To purchase a policy or policies of insurance covering
9 loss or damage to any and all Capital Equipment purchased under this
10 Agreement, in the amount of the full replacement value thereof, providing
11 protection against the classification of fire, extended coverage, vandalism,
12 malicious mischief and special extended perils (all risks) covering the
13 parties' interests as they appear.

14 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
15 requested in writing, shall require the prior written approval of
16 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
17 appropriate and directly related to CONTRACTOR's service or activity under the
18 terms of this Agreement. COUNTY may refuse reimbursement for any costs
19 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
20 if prior written approval has not been obtained from ADMINISTRATOR.

21 17.3 Personal Computer Equipment:

22 No personal computers and/or personal electronic devices, such as
23 tablets and laptop computers, or any component thereof may be purchased with
24 funds provided under this Agreement, regardless of purchase price, without
25 prior written approval of ADMINISTRATOR. Any such purchase shall be in
26 accordance with specifications provided by ADMINISTRATOR, be subject to the
27 same inventory control conditions specified in Subparagraphs 17.1.1 to 17.1.4
28 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY

1 upon termination of this Agreement.

2 18. BREACH SANCTIONS

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

8 18.1 Afford CONTRACTOR a time period within which to cure the breach,
9 which period shall be established by ADMINISTRATOR; and/or

10 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
11 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
12 later recovery; and/or

13 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
14 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

17 19. FISCAL LEAD AGENCY

18 ~~19.1 Each of the CONTRACTOR Partner Agencies agrees that Access~~
19 ~~California Services shall serve as the Fiscal Lead Agency on behalf of~~
20 ~~CONTRACTOR, with authority to present claims to COUNTY on behalf of each of~~
21 ~~the CONTRACTOR Partner Agencies for services delivered by each of them~~
22 ~~pursuant to this Agreement. As Fiscal Lead Agency, Access California~~
23 ~~Services, shall receive the claims from the other CONTRACTOR Partner Agencies~~
24 ~~on a monthly basis and shall submit these claims, along with its own monthly~~
25 ~~claims, pursuant to Paragraph herein. Claims submitted to COUNTY by the~~
26 ~~Fiscal Lead Agency shall clearly identify the services that were performed by~~
27 ~~each CONTRACTOR Partner Agency. Any and all payments to be made by COUNTY~~
28 ~~pursuant to this Agreement shall be made payable to the Fiscal Lead Agency.~~

1 The Fiscal Lead Agency shall thereafter disburse payment as appropriate to the
 2 CONTRACTOR Partner Agencies. Each of the CONTRACTOR Partner Agencies agrees
 3 that COUNTY's disbursement of payment to the Fiscal Lead Agency shall satisfy
 4 COUNTY's payment obligation under this Agreement.

5 19.2 Additional responsibilities of the Fiscal Lead Agency are as
 6 identified in Subparagraph 4.4 of Exhibit A of this Agreement.

7 19.3 Access California Services (ACS) shall be solely responsible to
 8 provide services described in Exhibit B and Exhibit C to this Agreement. OMID
 9 Multicultural Institute for Development and The Tiyya Foundation shall not be
 10 responsible for any of the provisions described in Exhibit B and Exhibit C to
 11 this Agreement.

12 20. PAYMENTS

13 20.1 Maximum Contractual Obligation:

14 The maximum obligation of COUNTY under this Agreement shall not
 15 exceed the amount of \$2,142,900: the amount of \$714,300 for October 1, 2014
 16 2017 through September 30, 2015 2018; the amount of \$714,300 for October 1,
 17 2015 2018 through September 30, 2016 2019; and the amount of \$714,300 for
 18 October 1, 2016 2019 through September 30, 2017 2020, or actual allowable
 19 costs, whichever is less. This amount shall consist of \$1,500,000 for RSS as
 20 described in Exhibit A to this Agreement; and \$642,900 for RHS, as described
 21 in Exhibit B to this Agreement.

22 20.2 Subparagraphs 20.3 and 20.4 below shall apply only to the
 23 provisions of Exhibit A to this Agreement, and do not apply to Exhibits B and C
 24 to this Agreement.

25 20.3 Allowable Costs:

26 During the term of this Agreement, COUNTY shall pay CONTRACTOR
 27 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
 28 pursuant to this Agreement, as defined in OMB Circular A-122 2 CFR, Part 230

1 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may
2 pay CONTRACTOR for anticipated allowable costs that will be incurred by
3 CONTRACTOR for June ~~2015~~ 2018, June ~~2016~~ 2019, and June ~~2017~~ 2010, during the
4 month of such anticipated expenditure.

5 20.4 Claims:

6 20.4.1 CONTRACTOR shall submit monthly claims to be received by
7 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
8 expenses incurred in the preceding month. In the event the twentieth (20th)
9 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
10 claim the next business day. COUNTY holidays include New Year's Day, Martin
11 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
12 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
13 Friday after Thanksgiving, and Christmas Day.

14 20.4.2 All claims must be submitted on a form approved by
15 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
16 source documents with the monthly claim, including, inter alia, a monthly
17 statement of services, general ledgers, supporting journals, time sheets,
18 invoices, canceled checks, receipts, and receiving records, some of which may
19 be required to be copied. Source documents that CONTRACTOR must submit shall
20 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
21 shall retain all financial records in accordance with Paragraph 25 (Records,
22 Inspections, and Audits) of this Agreement.

23 20.4.3 Payments should be released by COUNTY within a reasonable
24 time period of approximately thirty (30) days after receipt of a correctly
25 completed claim form and required supporting documentation.

26 20.4.4 Year End and Final Claims:

27 20.4.4.1 CONTRACTOR shall submit a final claim for
28 each fiscal year, October 1 through September 30, covered under the term of

1 this Agreement as stated in Paragraph 1, by no later than November 30th of
2 each corresponding fiscal year. Claims received after November 30th of each
3 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
4 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
5 per each COUNTY fiscal year must be received, upon written notice to
6 CONTRACTOR.

7 20.4.4.2 The basis for final settlement shall be the
8 actual allowable costs as defined in Title 45 CFR and ~~OMB Circular A-122~~ 2
9 CFR, Part 230, incurred and paid by CONTRACTOR pursuant to this Agreement;
10 limited, however, to the maximum obligation of COUNTY. In the event that any
11 overpayment has been made, COUNTY may offset the amount of the overpayment
12 against the final payment. In the event overpayment exceeds the final
13 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business
14 days of notice from COUNTY. Nothing herein shall be construed as limiting the
15 remedies of COUNTY in the event an overpayment has been made.

16 20.4.5 Seventy-Five Percent Expenditure Notification:

17 20.4.5.1 CONTRACTOR shall maintain a system of record
18 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
19 five percent (75%) of the total contract authorizations under this Agreement.
20 Upon occurrence of this event, CONTRACTOR shall send written notification to
21 ADMINISTRATOR.

22 21. OVERPAYMENTS

23 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
24 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in
25 accordance with any applicable regulations and/or policies in effect during
26 the term of this Agreement, or as established by COUNTY procedure. Any
27 overpayments made by COUNTY which result from a payment by any other funding
28 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the

1 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
2 thirty (30) days after the date of the final audit findings report and prior
3 to any administrative appeal process. In the event an overpayment owing by
4 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
5 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
6 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
7 COUNTY necessary to enforce the provisions set forth in this Paragraph.

8 22. OUTSTANDING DEBT

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

12 23. FINAL REPORT

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

18 24. INDEPENDENT AUDIT

19 24.1 CONTRACTOR shall employ a licensed certified public accountant who
20 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
21 related expenditures during the term of this Agreement in compliance with the
22 ~~OMB Circular A-133, Audits of States, Local Governments and Non-Profit~~
23 ~~Organizations~~ 31 USC 7501 - 7507, as well as its implementing regulations
24 under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and
25 Audit Requirements for Federal Awards. The audit must be performed in
26 accordance with generally accepted government auditing standards and ~~OMB~~
27 ~~Circular A-122~~ Title 2 CFR Part 230. CONTRACTOR shall cooperate with COUNTY,
28 State and/or Federal agencies to ensure that corrective action is taken within

1 six (6) months after issuance of all audit reports with regard to audit
2 exceptions.

3 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
4 covers October 1 through September 30. CONTRACTOR shall provide ADMINISTRATOR
5 copies of organization-wide audits for each of the fiscal cycles corresponding
6 with the term of this Agreement. CONTRACTOR shall provide each audit within
7 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
8 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
9 payment under this or any subsequent Agreement with CONTRACTOR until such time
10 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
11 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

12 25. RECORDS, INSPECTIONS AND AUDITS

13 25.1 Financial Records:

14 25.1.1 CONTRACTOR shall prepare and maintain accurate and
15 complete financial records. Financial records shall be retained, by
16 CONTRACTOR, for a minimum of five (5) years from the date of final payment
17 under this Agreement or until all pending COUNTY, State and Federal audits are
18 completed, whichever is later.

19 25.1.2 CONTRACTOR shall establish and maintain reasonable
20 accounting, internal control and financial reporting standards in conformity
21 with generally accepted accounting principles established by the American
22 Institute of Certified Public Accountants and to the satisfaction of
23 ADMINISTRATOR.

24 25.2 Client Records:

25 25.2.1 CONTRACTOR shall prepare and maintain accurate and
26 complete records of CLIENTS served and dates and type of services provided
27 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

28 25.2.2 ~~All client records related to services provided under the~~

1 ~~terms of this Agreement shall be retained by~~ CONTRACTOR shall keep all COUNTY
2 data provided to CONTRACTOR during the term(s) of this Agreement for a minimum
3 of five (5) years from the date of final payment under this Agreement or until
4 all pending COUNTY, State and Federal audits are completed, whichever is
5 later. These records shall be stored in Orange County, unless CONTRACTOR
6 requests and COUNTY provides written approval for the right to store the
7 records in another county. Notwithstanding anything to the contrary, upon
8 termination of this Agreement, CONTRACTOR shall relinquish control with
9 respect to COUNTY data to COUNTY in accordance with Subparagraph 44.2.

10 25.2.3 Medical records pertaining to the Refugee Health
11 Assessment Program (RHAP) shall be retained for a minimum of seven years,
12 except for minors whose records shall be kept at least until one year after
13 the minor has reached the age of 18, but in no case less than seven years, as
14 per California Code of regulations, Title 22, Social Security, Division 5,
15 Chapter 7, Article 6, Section 75055.

16 25.2.4 Contract Fiscal records/documents shall be maintained and
17 made available to the State (upon request) for a period of three years from
18 the date of final payment under the specific RHAP agreement.

19 25.2.5 COUNTY may refuse payment for a claim if CLIENT records
20 are determined by COUNTY to be incomplete or inaccurate. In the event CLIENT
21 records are determined to be incomplete or inaccurate after payment has been
22 made, COUNTY may treat such payment as an overpayment within the provisions of
23 this Agreement.

24 25.3 Public Records:

25 ~~With the exception of client records or other records referenced~~
26 ~~in Paragraph 31, entitled Confidentiality, all records, including but not~~
27 ~~limited to, reports, audits, notices, claims, statements and correspondence,~~
28 ~~required by this Agreement may be subject to public disclosure. To the extent~~

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

5 25.4 Inspections and Audits:

6 25.4.1 The U.S. Department of Health and Human Services,
7 Comptroller General of the United States, Director of CDSS, State Auditor-
8 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
9 Department, or any of their authorized representatives, shall have access to
10 any books, documents, papers and records, including medical records, of
11 CONTRACTOR which any of them may determine to be pertinent to this Agreement
12 for the purpose of financial monitoring. Further, all the above mentioned
13 persons have the right at all reasonable times to inspect or otherwise
14 evaluate the work performed or being performed under this Agreement and the
15 premises in which it is being performed.

16 25.4.2 CONTRACTOR shall make ~~available~~ its books and financial
17 records ~~available~~ within the borders of Orange County within ten (10) days
18 ~~after~~ of receipt of written demand by ADMINISTRATOR.

19 25.4.3 In the event CONTRACTOR does not make available its books
20 and financial records within the borders of Orange County, CONTRACTOR agrees
21 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
22 designee, necessary to obtain CONTRACTOR's books and financial records.

23 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
24 COUNTY's liability to the State or Federal government or any agency thereof
25 resulting from any disallowances or other audit exceptions to the extent that
26 such liability is attributable to CONTRACTOR's failure to perform under this
27 Agreement.

28 25.5 Evaluation Studies:

1 25.5.1 CONTRACTOR shall participate as requested by COUNTY in
2 research and/or evaluative studies designed to show the effectiveness and/or
3 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
4 project.

5 26. PERSONNEL DISCLOSURE

6 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
7 all personnel providing services hereunder, including résumés and job
8 applications. Changes to the list will be immediately provided to
9 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
10 application. The list shall include:

11 26.1.1 Names and dates of birth of all full or part-time
12 personnel by title, including volunteer personnel, whose direct services are
13 required to provide the programs described herein;

14 26.1.2 A brief description of the functions of each position and
15 the hours each person works each week; or for part-time personnel, each day or
16 month, as appropriate;

17 26.1.3 The professional degree, if applicable, and experience
18 required for each position; and

19 26.1.4 The language skill, if applicable, for all personnel.

20 26.2 Where authorized by law, CONTRACTOR's employment applications
21 shall require applicants to provide detailed information regarding the
22 conviction of a crime by any court, for offenses other than minor traffic
23 offenses. Information not disclosed in the employment application discovered
24 subsequent to the hiring or promotion of any applicant shall be cause for
25 termination of that employee from the performance of services under this
26 Agreement.

27 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
28 COUNTY, a clearance on the following public websites the names and dates of

1 birth for all employees and/or volunteers who will have direct, interactive
2 contact with CLIENTs served through this Agreement: U.S. Department of Justice
3 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
4 Registry (www.meganslaw.ca.gov).

5 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
6 COUNTY, a criminal record background check on all employees ~~and/or volunteers~~
7 ~~who will provide services under this Agreement~~ (direct service and
8 administrative) funded through this Agreement and also all non-funded staff
9 (e.g., volunteers, in-kind staff, etc.) who will have direct, interactive
10 contact with CLIENTs served through this Agreement. Background checks
11 conducted through the California Department of Justice shall include a check
12 of the California Central Child Abuse Index, when applicable. Candidates will
13 satisfy background checks consistent ~~with and comparable to those required for~~
14 ~~COUNTY employees~~ with this paragraph and their performance of services under
15 this Agreement.

16 26.5 In the event a record is revealed through the processes described
17 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with
18 CONTRACTOR on appropriateness of personnel providing services through this
19 Agreement.

20 26.6 CONTRACTOR warrants that all persons employed or otherwise
21 assigned by CONTRACTOR to provide services under this Agreement have
22 satisfactory past work records and/or reference checks indicating their
23 ability to perform the required duties and accept the kind of responsibility
24 anticipated under this Agreement. CONTRACTOR shall maintain records of
25 background investigations and reference checks undertaken and coordinated by
26 CONTRACTOR for each employee and/or volunteer assigned to provide services
27 under this Agreement for a minimum of five (5) years from the date of final
28 payment under this Agreement or until all pending COUNTY, State and Federal

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

3 26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
4 arrest and/or subsequent conviction, for offenses other than minor traffic
5 offenses, of any paid employee and/or volunteer staff performing services
6 under this Agreement, when such information becomes known to CONTRACTOR.
7 ADMINISTRATOR may determine whether such employee and/or volunteer may
8 continue to provide services under this Agreement and shall provide notice of
9 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
10 with ADMINISTRATOR's decision shall be deemed a material breach of this
11 Agreement, pursuant to Paragraph 18 above.

12 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
13 staff performing work hereunder and any proposed changes in CONTRACTOR's
14 staff.

15 26.9 COUNTY shall have the right to require CONTRACTOR to remove any
16 employee from the performance of services under this Agreement. At the
17 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

18 26.10 CONTRACTOR shall notify COUNTY immediately when staff is
19 terminated for cause from working on this Agreement.

20 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
21 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
22 work in accordance with the terms and conditions of this Agreement.

23 27. EMPLOYMENT ELIGIBILITY VERIFICATION

24 As applicable, CONTRACTOR warrants that it fully complies with all
25 Federal and State statutes and regulations regarding the employment of aliens
26 and others, and that all its employees performing work under this Agreement
27 meet the citizenship or alien status requirement set forth in Federal statutes
28 and regulations. CONTRACTOR shall obtain, from all employees performing work

1 hereunder, all verification and other documentation of employment eligibility
2 status required by Federal or State statutes and regulations including, but
3 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
4 Section 1324 et seq., as they currently exist and as they may be hereafter
5 amended. CONTRACTOR shall retain all such documentation for all covered
6 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
7 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
8 its agents, officers, and employees from employer sanctions and any other
9 liability which may be assessed against CONTRACTOR or COUNTY or both in
10 connection with any alleged violation of any Federal or State statutes or
11 regulations pertaining to the eligibility for employment of any persons
12 performing work under this Agreement.

13 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 28.1 In order to comply with child support enforcement requirements of
15 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
16 of the award of this Agreement:

- 17 (a) in the case of an individual contractor, his/her name, date of
18 birth, Social Security number and residence address;
- 19 (b) in the case of a contractor doing business in a form other than as
20 an individual, the name, date of birth, Social Security number and
21 residence address of each individual who owns an interest of ten
22 percent (10%) or more in the contracting entity;
- 23 (c) a certification that CONTRACTOR has fully complied with all
24 applicable Federal and State reporting requirements regarding its
25 employees; and
- 26 (d) a certification that CONTRACTOR has fully complied with all
27 lawfully served Wage and Earnings Assignment Orders and Notices of
28 Assignment, and will continue to so comply.

1 28.2 The failure of CONTRACTOR to timely submit the data or
2 certifications required by subsections (a), (b), (c), or (d), or to comply
3 with all Federal and State employee reporting requirements for child support
4 enforcement or to comply with all lawfully served Wage and Earnings Assignment
5 Orders and Notices of Assignment shall constitute a material breach of this
6 Agreement, and failure to cure such breach within sixty (60) calendar days of
7 notice from COUNTY shall constitute grounds for termination of this Agreement.

8 28.3 It is expressly understood that this data will be transmitted to
9 governmental agencies charged with the establishment and enforcement of child
10 support orders, and for no other purpose.

11 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

23 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

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

31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, and CONTRACTOR's staff, agents, employees and volunteers employees, volunteers, agents, and subcontractors. CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff volunteers, agents, subcontractors and partners who may provide 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 25 Paragraph 25, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

31.3 CONTRACTOR shall inform all of its employees, volunteers, agents, subcontractors, volunteers and partners 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.

31.4 CONTRACTOR agrees that any and all subcontracts entered into shall

1 be subject to the confidentiality requirements of this Agreement.

2 32. SECURITY

3 32.1 ~~CONTRACTOR shall immediately notify COUNTY of any and all~~
4 ~~unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is~~
5 ~~aware or has knowledge. After such notification, CONTRACTOR shall, at its own~~
6 ~~expense:~~

7 32.1.1 ~~Investigate to determine the nature and extent of the~~
8 ~~unauthorized disclosure.~~

9 32.1.2 ~~Contain the incident by, among things, attempting to~~
10 ~~recover records, revoking access and/or correcting weaknesses in security.~~
11 ~~CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred~~
12 ~~by COUNTY arising out of or in connection with the unauthorized disclosure as~~
13 ~~legally required.~~

14 32.2 ~~For services provided under this Agreement, CONTRACTOR shall~~
15 ~~ensure that all confidential information must be held in the strictest~~
16 ~~confidence, can only be accessed by those with a need to know and is protected~~
17 ~~to prevent unauthorized or inadvertent access. Confidential electronic~~
18 ~~information must be stored in an encrypted format. Confidential information~~
19 ~~stored in a paper format must be transported, handled, secured and destroyed~~
20 ~~in a manner to prevent unauthorized access.~~

21 33. COPYRIGHT ACCESS

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

26 34. WAIVER

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

1 respect to any of the terms of this Agreement shall impair any such right or
2 power or be construed to be a waiver thereof. A waiver by either of the
3 parties hereto of any of the covenants, conditions, or agreements to be
4 performed by the other shall not be construed to be a waiver of any succeeding
5 breach thereof or of any other covenant, condition or agreement herein
6 contained.

7 35. PETTY CASH

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

10 36. PUBLICITY

11 36.1 Information and solicitations, prepared and released by
12 CONTRACTOR, concerning the services provided under this Agreement shall state
13 that the program, wholly or in part, is funded through COUNTY, State and
14 Federal government.

15 36.2 CONTRACTOR shall not disclose any details in connection with this
16 Agreement to any person or entity except as may be otherwise provided
17 hereunder or required by law. However, in recognizing CONTRACTOR's need to
18 identify its services and related CLIENTs to sustain itself, COUNTY shall not
19 inhibit CONTRACTOR from publishing its role under this Agreement within the
20 following conditions:

21 36.2.1 CONTRACTOR shall develop all publicity material in a
22 professional manner; and

23 36.2.2 During the term of this Agreement, CONTRACTOR shall not,
24 and shall not authorize another to, publish or disseminate any commercial
25 advertisements, press releases, feature articles, or other materials using the
26 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
27 unreasonably withhold written consent.

28 36.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.

1 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
2 including commercial advertisement, promotional purposes, announcements,
3 displays or press releases, without COUNTY's prior written consent is
4 expressly prohibited.

5 37. COUNTY RESPONSIBILITIES

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

8 38. REFERRALS

9 CONTRACTOR shall provide services to ~~individuals~~ Clients referred by
10 ADMINISTRATOR.

11 39. REPORTS

12 39.1 CONTRACTOR shall provide information deemed necessary by
13 ADMINISTRATOR to complete any State-required reports related to the services
14 provided under this Agreement.

15 39.2 CONTRACTOR shall maintain records and submit reports containing
16 such data and information regarding the performance of CONTRACTOR's services,
17 costs or other data relating to this Agreement, as may be requested by
18 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
19 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

20 40. ENERGY EFFICIENCY STANDARDS

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

24 41. ENVIRONMENTAL PROTECTION STANDARDS

25 CONTRACTOR shall be in compliance with ~~Section 306 of the Clean Air Act~~
26 ~~[Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33~~
27 ~~USC Section 1368), Executive Order 11738 and Environmental Protection Agency,~~
28 ~~hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15) the Clean~~

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

6 41.1 No facility to be utilized in the performance of the proposed
7 grant has been listed on the EPA List of Violating Facilities;

8 41.2 It will notify COUNTY prior to award of the receipt of any
9 communication from the Director, Office of Federal Activities, U.S. EPA,
10 indicating that a facility to be utilized for the grant is under consideration
11 to be listed on the EPA List of Violating Facilities; and

12 41.3 It will notify COUNTY and EPA about any known violation of the
13 above laws and regulations.

14 42. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
15 FEDERAL TRANSACTIONS

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

24 A. The definitions and prohibitions contained in the clause at
25 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
26 Certain Federal Transactions, included in this solicitation, are hereby
27 incorporated by reference in Paragraph (B) of this certification.

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

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

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

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

23 C. Submission of this certification and disclosure is a
24 prerequisite for making or entering into this Agreement imposed by Section
25 1352, Title 31, USC. Any person who makes an expenditure prohibited under
26 this provision or who fails to file or amend the disclosure form to be filed
27 or amended by this provision, shall be subject to a civil penalty of not less
28 than \$10,000, and not more than \$100,000, for each such failure.

1 43. POLITICAL ACTIVITY

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

5 44. TERMINATION PROVISIONS

6 44.1 ADMINISTRATOR may terminate this Agreement without penalty
7 immediately with cause or after thirty (30) days written notice without cause,
8 unless otherwise specified. Notice shall be deemed served on the date of
9 mailing. Cause shall ~~be defined as~~ include but not be limited to any breach
10 of contract, any partial misrepresentation whether negligent or willful, or
11 fraud on the part of CONTRACTOR, discontinuance of the services for reasons
12 within CONTRACTOR's reasonable control, and repeated or continued violations
13 of COUNTY ordinances unrelated to performance under this Agreement that in the
14 reasonable opinion of COUNTY indicate a willful or reckless disregard for
15 COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
16 terminate this Agreement shall relieve COUNTY of all further obligations under
17 this Agreement.

18 44.2 ~~Upon termination, or notice thereof, CONTRACTOR agrees to~~
19 ~~cooperate with ADMINISTRATOR in the orderly transfer of service~~
20 ~~responsibilities, active case records, and pertinent documents~~ For ninety (90)
21 calendar days prior to the expiration date of this Agreement, or upon notice
22 of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to
23 cooperate with ADMINISTRATOR in the orderly transfer of service
24 responsibilities, active case records, and pertinent documents. The Transition
25 Period may be modified as agreed upon in writing by the Parties. During the
26 Transition Period, service and data access shall continue to be made available
27 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in
28 extracting and/or transitioning all data in the format determined by COUNTY.

1 44.3 In the event of termination of this Agreement, cessation of
2 business by CONTRACTOR or any other event preventing CONTRACTOR from
3 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
4 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
5 requested to do so on such media as reasonably requested by COUNTY, even if
6 COUNTY is then or is alleged to be in breach of this Agreement.

7 44.4 The obligations of COUNTY under this Agreement are contingent upon
8 the availability of Federal and/or State funds, as applicable, for the
9 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
10 for the services hereunder in the budget approved by the Orange County Board
11 of Supervisors each fiscal year this Agreement remains in effect or operation.
12 In the event that such funding is terminated or reduced, ADMINISTRATOR may
13 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
14 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
15 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
16 notification of such determination. CONTRACTOR shall immediately comply with
17 ADMINISTRATOR's decision.

18 44.5 ~~If any provision of this Agreement or the application thereof is~~
19 ~~held invalid, the remainder of this Agreement shall not be affected thereby~~ If
20 any term, covenant, condition, or provision of this Agreement or the
21 application thereof is held invalid, void, or unenforceable, the remainder of
22 the provisions in this Agreement shall remain in full force and effect and
23 shall in no way be affected, impaired, or invalidated thereby.

24 45. GOVERNING LAW AND VENUE

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

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

6 46. SIGNATURE IN COUNTERPARTS

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

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

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

By: _____
SUHAIL MULLA KHOULOD BUSTAMI
INTERIM EXECUTIVE DIRECTOR BOARD PRESIDENT
ACCESS CALIFORNIA SERVICES

By: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

By: _____
MARYAM SAYYEDI, PH.D. MINZAH MALIK
EXECUTIVE DIRECTOR BOARD SECRETARY
OMID MULTICULTURAL INSTITUTE
FOR DEVELOPMENT ACCESS CALIFORNIA SERVICES

By: _____
MEYMUNA S. HUSSEIN
EXECUTIVE DIRECTOR
THE TIYYA FOUNDATION

Dated: _____

Dated: _____

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

SUSAN NOVAK
ROBIN STIELER
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

EXHIBIT A
 TO
 AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 ACCESS CALIFORNIA SERVICES
 AND
~~OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT~~
 AND
~~THE TIYYA FOUNDATION~~
 FOR THE PROVISION OF REFUGEE SOCIAL SERVICES
 AND
 REFUGEE HEALTH SERVICES

1. POPULATION TO BE SERVED

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

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

1 services.

2 1.1.2 Amerasians: Persons born in Vietnam after January 1,
3 1962, and before January 1, 1976, and fathered by a U.S. citizen. The
4 Amerasian's mother, her spouse, her other children or someone who has acted as
5 the Amerasian's mother, father or next of kin (and the spouse and children of
6 that person) are also included in this category. These CLIENTs are admitted
7 to the U.S. as immigrants pursuant to Section 584 of the Foreign Operations,
8 Export Financing, and Related Programs Appropriations Act of 1988 as contained
9 in Section 101(e) of Public Law 100-202 and amended by the 9th proviso under
10 Migration and Refugee Assistance in Title II of the Foreign Operations, Export
11 Financing, and Related Programs Appropriations Act of 1989 (Pub. L. No. 100-
12 461 as amended).

13 1.1.3 Asylees: Persons as defined in the Immigration and
14 Nationality Act (INA), 101 (1) (a) (42); 8 USC 1101 (a) (42) (a). An asylee
15 is a person who travels on his/her own to the U.S., and applies for and is
16 granted "asylum" status by the U.S. Citizenship and Immigration Services,
17 which allows them to remain in the U.S. An asylee also meets the refugee
18 definition as a person having no nationality, is outside of the country in
19 which that person habitually resided, "and who is unable or unwilling to
20 return to, and is unable or unwilling to avail himself or herself of the
21 protection of, that country because of persecution or a well-founded fear of
22 persecution on account of race, religion, nationality, membership in a
23 particular social group, or political opinion." Asylees must be at least
24 eighteen (18) years of age and not full-time students in primary or secondary
25 school.

26 1.1.4 Cuban and Haitian Entrants: Defined under 45 CFR 401.2
27 as: (a) any individual granted parole status as a Cuban/Haitian Entrant
28 (Status Pending) or granted any other special status subsequently established

1 under the immigration laws for nationals of Cuba and Haiti, regardless of the
2 status of the individual at the time assistance or services are provided; and
3 (b) any other national of Cuba or Haiti (1) who: (i) was paroled in the U.S.
4 and has not yet acquired any other status under the INA; (ii) is the subject
5 of exclusion or deportation proceedings under the INA; or (iii) has an
6 application for asylum pending with the U.S. Citizenship and Immigration
7 Services; and (2) with respect to whom a final, non-appealable, and legally
8 enforceable order of deportation or exclusion has not been entered.

9 1.1.5 Refugees: Persons as defined in 8 USC 1101 (a) (42) (A).
10 A refugee is a “person who is outside any country of such person’s nationality
11 or, in the case of a person having no nationality, is outside any country in
12 which such persons habitually resided, and who is unable or unwilling to
13 return to, and is unable or unwilling to avail himself or herself of the
14 protection of, that country because of persecution or a well-founded fear of
15 persecution on account of race, religion, nationality, membership of a
16 particular social group, or political opinion.” Refugees must be at least
17 eighteen (18) years of age and not full-time students in primary or secondary
18 schools.

19 1.1.6 Trafficking Victims: Adults who have been certified under
20 the Trafficking Protection Act of 2000 by the Office of Refugee Settlement
21 (ORR) as having experienced severe forms of trafficking. Severe forms of
22 trafficking is defined as: (A) sex trafficking in which a commercial sex act
23 is induced by force, fraud or coercion, (B) the recruitment, harboring,
24 transportation, provision, or obtaining of a person for labor or services,
25 through the use of force, fraud, or coercion for the purpose of subjection to
26 involuntary servitude, peonage, debt bondage, or slavery. Family members
27 accompanying/following to join victims of a severe form of trafficking, who
28 have been granted nonimmigrant visas under 8 USC 1101(a)(15)(T)(ii), are

1 eligible to the same benefits and services as refugees.

2 Trafficking and Crime Victims Assistance Program (TCVAP) eligible aided and
3 non-aided individuals may receive Refugee Resettlement Program benefits and
4 services to the same extent as refugees prior to receiving certification by
5 ORR.

6 1.1.7 Individuals paroled as refugees under section 212(d) (5)
7 under the Immigration and Nationality Act (INA): Paroled as a refugee is a
8 category of parole, however, these individuals do not have refugee status and
9 are not admitted to the United States in refugee status but rather parolees,
10 and may receive Refugee Resettlement Program benefits and services to the same
11 extent as refugees.

12 1.2 It is mutually understood that only CLIENTs who have resided in
13 the United States (U.S.) for less than five (5) years are eligible to receive
14 services under the Refugee Social Services (RSS) program, unless ADMINISTRATOR
15 is granted a waiver by the Office of Refugee Resettlement (ORR), which will
16 permit ADMINISTRATOR to serve CLIENTs who have not obtained citizenship,
17 regardless of length of residency in the U.S.

18 2. PROGRAM GOALS

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

25 3. DEFINITIONS

26 3.1 CalWORKs: California Work Opportunity and Responsibility to Kids
27 Act of 1997 as described in WIC, Section 11200 et seq.

28 3.2 Employment Support Services/Job Retention Services: Services

1 provided to increase the likelihood of securing employment, retaining
2 employment, and increasing income, thereby reducing assistance payments and
3 recidivism, while promoting Family stability and economic self-sufficiency.

4 3.3 Employment Preparation Workshops (EPW): Provides techniques to
5 enhance employability through group presentations and individual support in
6 coaching and development of interviewing skills, resume writing and
7 application assistance, access to job leads, employer recruitments, and Job
8 Fairs, one-on-one coaching, and employability assessments. Employment
9 preparation shall include access to employment directed resources such as
10 computers, copy and fax machines, telephones, computer training, and workplace
11 acculturation training to address certain employment related social adjustment
12 topics.

13 3.4 English Language Training (ELT): An instruction course, in
14 English, for non-native English speakers with an emphasis on acquisition of
15 survival and employment-related reading, writing, listening, and speaking
16 skills.

17 3.5 Ethnic Community Based Organizations (ECBOs): Community based
18 organizations established and operated by current or former refugees. The main
19 focus of these organizations is to provide assistance to other refugees.

20 3.6 Family: CLIENT and his/her relatives living in the same household,
21 or a married couple.

22 3.7 Family Self-Sufficiency Plan (FSSP): A plan that not only focuses
23 on tangible barriers to employment but also incorporates other areas of
24 potential need. The Plan addresses a CLIENT's/Family's need for employment-
25 related services, as well as the need for other social services, and includes:
26 (1) a determination of the total amount of income a particular Family would
27 need to earn to exceed its Refugee Cash Assistance (RCA) and move into self-
28 sufficiency without suffering a monetary penalty; (2) a strategy and timetable

1 for obtaining that level of Family income through the placement in employment
2 of sufficient numbers of employable Family members at sufficient wage levels;
3 and, (3) employability plans for members of the same Family that are part of
4 the Family Self-Sufficiency Plan ~~under one case file~~.

5 3.8 Job Placement: The entry of CLIENTs into unsubsidized employment.

6 3.9 Job Ready: Individuals who possess the language skills to meet the
7 minimum requirements to look for and accept employment, possess a Social
8 Security number, and Employment Authorization Document (EAD) which is
9 authorization to accept employment in the US.

10 3.10 Job Search Assistance: Services that provide the CLIENT with
11 training to learn basic job seeking and interviewing skills, to understand
12 employer expectations, and to learn skills designed to enhance an individual's
13 capacity to move toward self-sufficiency.

14 3.11 Job Search: An activity in which the CLIENT's principal activity
15 is to seek employment.

16 3.12 Mandatory Referrals: CLIENTs receiving RCA who are required to
17 participate in an employment services program in order to continue to receive
18 RCA.

19 3.13 Mandatory Work Registration and Sanctioning System: Requirements
20 in the CDSS County Refugee Program Guidelines for RSS, used for determining
21 eligibility for RCA, determining if a CLIENT must be considered a Mandatory
22 Referral for Employment Services, explaining to a CLIENT his/her rights and
23 responsibilities, and determining procedures when a CLIENT is not
24 participating or not cooperating. The County Refugee Program Guidelines for
25 RSS can be found at:

26 [http://www.cdss.ca.gov/refugeeprogram/Res/pdf/CountyGuidelines/06Guidelines-
28 All.pdf](http://www.cdss.ca.gov/refugeeprogram/Res/pdf/CountyGuidelines/06Guidelines-
27 All.pdf).

1 <http://www.cdss.ca.gov/refugeeprogram/res/pdf/CountyGuidelines/06Guidelines.pdf>
2 [f](#)

3 3.14 On-the-Job-Training (OJT): Subsidized employment in which a CLIENT
4 receives job skills training from an employer. At the end of the training it
5 is expected that the CLIENT will be retained by the employer.

6 3.15 Other Employability Services: Employability assessment, child
7 care, transportation, and interpretation/translation.

8 3.16 Part-Time Placement: RCA recipients working less than thirty-two
9 (32) hours per week.

10 3.17 Refugee Cash Assistance (RCA): An assistance program administered
11 by state public welfare programs for newly arrived CLIENTs who do not meet the
12 eligibility requirements for CalWORKs assistance or Supplemental Security
13 Income (SSI).

14 3.18 Resettlement Agency (RA): A local community agency, which provides
15 resettlement assistance and services to eligible CLIENTs.

16 3.19 Vocational English as a Second Language (VESL): English language
17 instruction that provides the CLIENT with the language skills needed to seek,
18 obtain, and maintain employment.

19 4. SERVICE DELIVERY MODEL

20 4.1 Program Objectives:

21 4.1.1 RSS is the process by which a Case Manager works directly
22 with the CLIENT to assess the CLIENT's education, work experience and
23 vocational skills, and subsequently determines the appropriate means for the
24 CLIENT to obtain employment as quickly as possible. The Case Manager provides
25 social work and employment related services to CLIENTs consistent with best
26 practices that will assist CLIENTs in obtaining employment and address any
27 barriers that may prevent them from achieving or maintaining economic self-
28 sufficiency.

1 4.2 Principles:

2 CONTRACTOR shall:

3 4.2.1 Ensure services are conducted in a manner responsive to
4 literacy, language, and socio-cultural issues that may impact
5 CLIENTS/Families.

6 4.2.2 Be trained in cultural differences to ensure their
7 ability to recognize and help CLIENTs who demonstrate language or cultural
8 barriers to employment, including resistance to pursuing employment in
9 occupations that may be perceived as nontraditional;

10 4.2.3 Identify and be cognizant of the barriers related to
11 domestic violence, mental health, and/or substance abuse issues, and provide
12 services or make the appropriate referrals to address the barrier.

13 4.2.4 Ensure CLIENTs/Families are actively referred to needed
14 services and follow-up ~~will occur~~ to ensure the referral was successful;

15 4.2.5 Ensure opportunities are maximized to provide integrated,
16 coordinated, and easily accessible resources for CLIENTs/Families;

17 4.2.6 Ensure services are community-based and provide
18 integrated services that coordinate Federal, State, and community funding
19 opportunities;

20 4.2.7 Identify CLIENT's strengths utilizing motivational and
21 strength-based techniques; and

22 4.2.8 Ensure services are outcome-driven and identify
23 indicators that accurately reflect progress towards outcomes identified in
24 Subparagraph 5 of this Exhibit A.

25 4.3 Hours of Operation

26 4.3.1 CONTRACTOR shall provide service hours that are
27 responsive to the needs of the target population(s) as determined by
28 ADMINISTRATOR. At a minimum, CONTRACTOR must provide services Monday through

1 Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by
2 the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to
3 provide the contracted services on holidays, whenever possible.

4 4.3.2 ~~CONTRACTOR's shall maintain a holiday schedule consistent~~
5 ~~with~~ shall not exceed COUNTY's holiday schedule which is as follows: New
6 Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents'
7 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
8 Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR
9 shall obtain prior written approval from ADMINISTRATOR for any closure outside
10 of COUNTY's holiday schedule or the hours in Subparagraph 4.3.1. Any
11 unauthorized closure shall be deemed a material breach of this Agreement,
12 pursuant to Paragraph 18, and shall not be reimbursed.

13 4.4 Fiscal Lead Agency

14 ~~The CONTRACTOR Partner Agency designated as the Fiscal Lead Agency~~
15 ~~in accordance with Paragraph 19 of this Agreement shall be responsible for the~~
16 ~~following:~~

17 4.4.1 ~~Developing and maintaining a CONTRACTOR Partner Agencies~~
18 ~~Governance Structure that documents resource sharing, accountability,~~
19 ~~decision-making strategies, and a conflict resolution plan. The Governance~~
20 ~~Structure shall include, but not be limited to, process of determining and/or~~
21 ~~changing the Fiscal Lead Agency, how the community will be involved and~~
22 ~~provide ongoing input regarding the program, principles of collaboration, and~~
23 ~~voting quorum requirements (including what constitutes a quorum). Each~~
24 ~~CONTRACTOR Partner Agency shall agree to the terms and conditions of the~~
25 ~~Governance Structure.~~

26 4.4.2 ~~Providing a copy of the Governance Structure to~~
27 ~~ADMINISTRATOR within ten (10) business days of the effective date of this~~
28 ~~Agreement.~~

1 4.4.3 ~~Facilitating monthly meetings between the CONTRACTOR~~
2 ~~Partner Agencies and generating meeting minutes.~~

3 4.4.4 ~~Collecting and maintaining complete documentation for~~
4 ~~invoices from the CONTRACTOR Partner Agencies.~~

5 4.4.5 ~~Retrieving case files requested for review by~~
6 ~~ADMINISTRATOR from the CONTRACTOR Partner Agencies. Files shall be maintained~~
7 ~~at the location of the Fiscal Lead Agency until reviews have been completed.~~

8 4.4.6 ~~Overseeing the collection, maintenance, and management of~~
9 ~~RSS data including outcome measurements from the CONTRACTOR Partner Agencies.~~

10 4.4.7 ~~Generating monthly reports for submission to~~
11 ~~ADMINISTRATOR.~~

12 4.4.8 ~~Collecting information from CONTRACTOR Partner Agencies~~
13 ~~and generating a monthly RSS activity calendar.~~

14 4.4.9 ~~Ensuring CONTRACTOR Partner Agencies submit all~~
15 ~~documentation required by this Agreement to Administrator (e.g., insurance~~
16 ~~documentation, copies of resumes/applications, independent audits).~~

17 4.4.10 ~~Collaborating with the other CONTRACTOR Partner Agencies~~
18 ~~on activities, services, and programs to ensure effective service delivery;~~
19 ~~and~~

20 4.4.11 ~~Maintaining complete and accurate records of all~~
21 ~~financial and outcome measurement data for RSS.~~

22 5. PERFORMANCE REQUIREMENTS

23 5.1 ~~CONTRACTOR: 's workload standards are as follows:~~

24 5.1.1 ~~Provide Employment Services, as described in Subparagraph~~
25 ~~6.1 of this Exhibit A, to four hundred (400) unduplicated clients, for each of~~
26 ~~the following periods: October 1, 2014 2017 through September 30, 2015 2018;~~
27 ~~October 1, 2015 2018 through September 30, 2016 2019; and October 1, 2016 2019~~
28 ~~through September 30, 2017 2020.~~

1 5.1.2 ~~Provide Support Services, as described in Subparagraph~~
2 ~~6.1.7 of this Exhibit A, to six hundred (600) unduplicated clients, including~~
3 ~~preventative and early intervention training(s)/workshop(s) to three hundred~~
4 ~~(300) CLIENTs, for each of the following periods: October 1, 2014 2017 through~~
5 ~~September 30, 2015 2018; October 1, 2015 2018 through September 30, 2016 2019;~~
6 ~~and October 1, 2016 2019 through September 30, 2017 2020.~~

7 5.1.3 ~~Provide Mentoring Services, as described in Subparagraph~~
8 ~~6.5 of this Exhibit A, to four hundred (400) unduplicated clients, including~~
9 ~~mental health services or group counseling to twenty five (25) CLIENTs, for~~
10 ~~each of the following periods: October 1, 2014 2017 through September 30, 2015~~
11 ~~2018; October 1, 2015 2018 through September 30, 2016 2019; and October 1,~~
12 ~~2016 2019 through September 30, 2017 2020.~~

13 5.1.4 ~~Provide Citizenship and Naturalization Services to twenty~~
14 ~~(20) unduplicated clients, as described in Subparagraph 6.6 of this Exhibit A,~~
15 ~~for each of the following periods: October 1, 2014 2017 through September 30,~~
16 ~~2015 2018; October 1, 2015 2018 through September 30, 2016 2019; and October~~
17 ~~1, 2016 2019 through September 30, 2017 2020.~~

18 CONTRACTOR shall meet, but shall not be limited to, the following
19 outcomes during the term of this Agreement:

20 5.1.5 ~~Seventy percent (70%) of the unduplicated clients~~
21 ~~identified in Subparagraph 5.1.1 are placed in either full time or part time~~
22 ~~employment.~~

23 5.1.6 ~~Eighty-five percent (85%) of the unduplicated clients~~
24 ~~identified in Subparagraph 5.1.5 retain employment for ninety (90) days.~~

25 5.1.7 ~~Twenty percent (20%) of the unduplicated clients~~
26 ~~identified in Subparagraph 5.1.5 obtain an average wage of eighteen percent~~
27 ~~(18%) above the prevailing California minimum wage.~~

28 5.2 For the period of October 1, 2017 through September 30, 2018:

1 5.2.1 A minimum of forty percent (40%) of all unduplicated
2 CLIENTs (aided and non-cash aided) identified in Subparagraph 6.1.1 are placed
3 in either full time or part time employment.

4 5.2.2 A minimum of sixty percent (60%) of all unduplicated Job
5 Ready CLIENTs (aided and non-cash aided) identified in Subparagraph 6.1.1 are
6 placed in either full time or part time employment.

7 5.2.3 A minimum of eighty-five percent (85%) of the
8 unduplicated CLIENTs identified in Subparagraph 5.2.1 and 5.2.2 retain
9 employment for ninety (90) days.

10 5.2.4 A minimum of twenty percent (20%) of the total
11 unduplicated CLIENTs identified in Subparagraph 5.2.1 and 5.2.2 obtain an
12 average wage of at least eighteen percent (18%) above the prevailing
13 California minimum wage.

14 5.3 For the period of October 1, 2018 through September 30, 2019:

15 5.3.1 A minimum of forty-five percent (45%) of the all
16 unduplicated CLIENTs (aided and non-cash aided) identified in Subparagraph
17 6.1.1 are placed in either full time or part time employment.

18 5.3.2 A minimum of sixty-five percent (65%) of all unduplicated
19 Job Ready CLIENTs (aided and non-cash aided) identified in Subparagraph 6.1.1
20 are placed in either full time or part time employment.

21 5.3.3 A minimum of eighty-five percent (85%) of the
22 unduplicated CLIENTs identified in Subparagraph 5.3.1 and 5.3.2 retain
23 employment for ninety (90) days.

24 5.3.4 A minimum of twenty percent (20%) of the total
25 unduplicated CLIENTs identified in Subparagraph 5.3.1 and 5.3.2 obtain an
26 average wage of at least eighteen percent (18%) above the prevailing
27 California minimum wage.

28 5.4 For the period of October 1, 2019 through September 30, 2020:

1 5.4.1 A minimum of fifty percent (50%) of the all unduplicated
2 CLIENTS (aided and non-cash aided) identified in Subparagraph 6.1.1 are placed
3 in either full time or part time employment.

4 5.4.2 A minimum of seventy percent (70%) of all unduplicated
5 Job Ready CLIENTS (aided and non-cash aided) identified in Subparagraph 6.1.1
6 are placed in either full time or part time employment.

7 5.4.3 A minimum of eighty-five percent (85%) of the
8 unduplicated CLIENTS identified in Subparagraph 5.4.1 and 5.4.2 retain
9 employment for ninety (90) days.

10 5.4.4 A minimum of twenty percent (20%) of the total
11 unduplicated CLIENTS identified in Subparagraph 5.4.1 and 5.4.2 obtain an
12 average wage of at least eighteen percent (18%) above the prevailing
13 California minimum wage.

14 5.5 ADMINISTRATOR, in its sole discretion, may require changes to the
15 outcome objectives stated above, ~~in accordance~~ to comply with any changes in
16 law, or State or Federal regulations.

17 6. SERVICES TO BE PROVIDED

18 6.1 Employment Services

19 6.1.1 CLIENTS to be served will be ~~cash aided and non-cash~~
20 ~~aided individuals, or individuals whose cash aid has stopped but are currently~~
21 ~~receiving services~~ non-cash and cash aided CLIENTS who have been in the U.S.
22 for sixty (60) months or less. Pursuant to 45 CFR Part 400.147, priority for
23 participation in services is as follows: 1) refugees during their first year
24 in the U.S., 2) refugees receiving cash assistance, 3) unemployed refugees who
25 are not receiving cash assistance, and 4) employed refugees who are in need of
26 services to retain employment or attain economic independence. Cash aided
27 CLIENTS are those CLIENTS in the Refugee Cash Assistance (RCA) Program. Those
28 eligible for RCA are needy refugees without eligible minor children, who are

1 not otherwise eligible for any other cash aid. CLIENTs may be eligible for 8
2 months of RCA. Mandatory Referrals must participate in refugee specific
3 employment services and are eligible to receive other social services during
4 the same 8-month period. These may include employability services, multi-
5 leveled English language instruction, OJT, transportation, citizenship and
6 employment authorization document assistance, translation/interpretation
7 services, when necessary in connection with employment or participation in an
8 employability service, and other services. The following description of
9 Employment Services is applicable to RCA and the non-cash aided populations.

10 6.1.2 Intake and Assessment

11 CONTRACTOR shall:

12 6.1.2.1 Accept and provide Employment Services to all
13 CLIENTs referred by ADMINISTRATOR.

14 6.1.2.2 Serve non-cash aided CLIENTs referred from
15 public and private agencies, and self-referrals, if there are openings after
16 all CLIENTs referred by ADMINISTRATOR have been served.

17 6.1.2.3 Verify eligibility of CLIENTs for services by
18 viewing and photocopying, as appropriate, resident alien cards, U.S.
19 Citizenship and Immigration Services I-94 forms, asylum approval letters,
20 trafficking victim Federal certification letters, T(i) or T(ii) visas,
21 drivers' licenses, and proof of residence in Orange County.

22 6.1.2.4 ~~Ensure CLIENT's Personally Personal~~
23 ~~Identifiable Information (PII) is kept confidential and secure in accordance~~
24 ~~with the County of Orange Social Services Agency (SSA) Administrative Policies~~
25 ~~and Procedures Manual Number I7, Loss of Personally Identifiable Information,~~
26 ~~incorporated herein by reference; CONTRACTOR acknowledges receipt of a copy of~~
27 ~~said policy. PII is defined as any piece of information that could be used to~~
28 ~~uniquely identify, contact, or locate a single person. Examples include: full~~

1 ~~name, national identification number, email address, IP address, driver's~~
2 ~~license number, and Social Security Number.~~

3 6.1.2.5 Provide registration verification,
4 certification, and complete the necessary forms as required by ADMINISTRATOR.

5 6.1.2.6 Explain the Mandatory Work Registration and
6 Sanctioning process to cash aided CLIENTs.

7 6.1.2.7 Administer an ADMINISTRATOR approved version
8 of the Basic English Skills Test (BEST), an assessment that tests for reading
9 and writing skills, to determine the individual's Student Performance Level
10 (SPL).

11 6.1.2.8 Ensure that a cash aided CLIENT with a SPL
12 lower than four (4) is enrolled in VESL classes and also assigned to
13 ~~Employment Preparation Workshops~~ EPW and Job Counseling as described in
14 Subparagraphs 6.1.3 and 6.1.4 below, in accordance with the FSSP. A CLIENT
15 with a SPL of four (4) shall be referred, as determined appropriate by
16 CONTRACTOR, to VESL or the full range of Employment Services as described in
17 this Paragraph 6. A CLIENT with a SPL level of five (5) or higher shall be
18 referred for the full range of Employment Services, excluding VESL. All
19 CLIENTs with a SPL of five (5) or higher shall immediately start Job Search
20 while attending ~~Employment Preparation Workshops~~ EPW.

21 6.1.2.9 Assign a Case Manager to each CLIENT to
22 assess his/her potential to obtain employment and develop a ~~Family Self-~~
23 ~~Sufficiency Plan~~ (FSSP). To the degree possible, CONTRACTOR shall assign all
24 members of a Family to one Case Manager.

25 6.1.2.10 Conduct an orientation of the program
26 requirements for all CLIENTs in their native languages whenever possible and
27 if not, in languages that CLIENTs understand, explaining public assistance
28 (to cash aided CLIENTs), the established grievance procedures, the purpose of

1 the refugee programs, the training and Employment Services available, and the
2 employment focus and goal of these programs.

3 6.1.2.11 Obtain information including, but not limited
4 to, personal data, health status, work history, educational background,
5 language proficiency, job skills, previous training received, length of time
6 in the U.S., and barriers, if any, to training and employment.

7 6.1.2.12 Provide an inclusive assessment of the Family
8 to design a comprehensive service strategy that not only focuses on tangible
9 barriers to employment but also incorporates other areas of potential need.
10 This strategy will form the basis of the FSSP that addresses the Family's
11 needs from the time of arrival until the attainment of economic independence.
12 The FSSP should address the CLIENT's and/or Family's need for employment-
13 related services as well as the need for other social services.

14 6.1.2.13 Develop individual employability plans for
15 each CLIENT and/or Family member.

16 6.1.2.14 Enroll all eligible CLIENTs into Employment
17 Services.

18 6.1.2.15 Encourage non-cash aided CLIENTs to follow
19 the same service flow, if possible. However, since non-cash aided CLIENTs
20 participate voluntarily, CLIENTs may opt to attend ~~Employment Preparation~~
21 ~~Workshops~~ EPW, instead of following the service flow, prior to Job Placement.

22 6.1.2.16 Determine which of the services outlined in
23 Paragraph 6 of this Exhibit A, or other available services the CLIENT/Family
24 needs that support the FSSP, and include these services in the FSSP.

25 6.1.2.17 Assess Employment Support Services needs such
26 as, but not limited to, acculturation, household budgeting, housing, and
27 nutritional concerns.

28 6.1.3 ~~Employment Preparation Workshops~~ EPW, Resources, and

1 Transportation

2 CONTRACTOR shall:

3 6.1.3.1 Provide multi-leveled Employment Preparation
4 Workshops EPW, a minimum of once a week for CLIENTs. These workshops shall
5 include training in the following skills: writing neat and complete
6 applications, opening and closing an interview, communicating to an employer
7 at least two (2) major strengths, asking and answering key questions in an
8 interview, dressing appropriately for an interview, and demonstrating steps to
9 meeting prospective employers' managers. Topics of workshops shall have prior
10 approval by ADMINISTRATOR.

11 6.1.3.2 Include additional workshop sessions to
12 address certain employment related social adjustment topics such as different
13 cultures in American society, cultural conflicts at the work place, housing,
14 health care, legal services, vocational training, work safety, and employee's
15 rights. To promote self-sufficiency, CONTRACTOR shall utilize guest speakers
16 during the workshops to present best practices and experiences in the
17 employment services process. Guest speakers shall be from ECBOs and
18 Community-Based Organizations (CBO), and former CLIENTs. and Mutual Assistance
19 Association (MAA) counselors.

20 6.1.3.3 Establish access to resources for CLIENTs to
21 practice skills learned in Employment Preparation Workshops EPW. Resources
22 shall include, but not be limited to, telephones, directories, newspapers,
23 DVDs, videotapes, personal computers, recorders, and other tools to facilitate
24 activities in practicing skills learned in Employment Preparation Workshops
25 EPW.

26 6.1.3.4 Provide transportation to interviews and job
27 fairs, accompany CLIENTs to oversee completion of employment applications, and
28 assist with translation during interviews as needed.

6.1.4 Job Counseling and Job Search Assistance

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

CONTRACTOR shall:

6.1.4.1 Ensure CLIENTS employed less than ~~the required~~ thirty-two (32) hours per week are participating in additional Employment Services activities, in accordance with Subparagraphs 6.1 of this Exhibit A, provided that such services do not interfere with the CLIENT's job.

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

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

6.1.4.4 Conduct, ~~as needed,~~ weekly individualized support sessions to build CLIENT's confidence in applying and interviewing for jobs and discuss job search activities and experiences, to offer tips, and to provide new strategies for approaching potential employers. ~~Document as required in Subparagraph 8.4~~

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

6.1.4.6 Provide Job Counseling to assist partially or temporarily employed CLIENTS to upgrade to full-time employment.

6.1.4.7 Provide job referrals leads ~~as needed~~ to increase skills and/or earnings.

6.1.4.8 Develop a Job Search Assistance plan that requires CLIENTS to file a minimum of ~~three (3)~~ five (5) job applications per

1 week with potential employers, and conduct a minimum of one (1) contact with
2 CONTRACTOR per week. CLIENTs enrolled in VESL are exempt from the requirement
3 of filing a minimum of ~~three (3)~~ five (5) job applications per week until they
4 begin their fifth (5th) month in the U.S. VESL CLIENTs can be provided job
5 leads per Subparagraph 6.1.4.7 if their job and language skills meet the
6 minimum requirements for the required job duties.

7 6.1.5 Short-Term Skills Training (ST)

8 CONTRACTOR shall:

9 6.1.5.1 Evaluate and refer CLIENTs for ST offered by
10 providers such as adult education centers, regional occupational programs, and
11 community colleges.

12 6.1.5.2 Monitor CLIENTs attendance in training
13 programs not provided by CONTRACTOR, including obtaining attendance records;
14 and identify and address barriers to program completion.

15 6.1.5.3 Document attendance and ensure ST programs do
16 not exceed four (4) months. ~~in accordance with Subparagraph 8.4 of this~~
17 ~~Exhibit A.~~

18 6.1.5.4 ~~Ensure ST programs do not exceed four (4)~~
19 ~~months.~~

20 6.1.6 Job Development and Placement

21 CONTRACTOR shall:

22 6.1.6.1 Provide CLIENTs with job leads and
23 information regarding potential employers and prepare CLIENTs for job
24 application completion and job interviews, including providing CLIENTs with
25 clear expectations of potential job duties, and hours of employment to enhance
26 successful job placement.

27 6.1.6.2 Provide individualized services to CLIENTs at
28 the Resource Center as described in Subparagraph 7.2 of this Exhibit A.

1 6.1.6.3 Secure and/or provide any necessary
2 transportation to potential employment sites and interviews, exploring
3 employer-sponsored car pools, placing Family members in staggered shifts to
4 alleviate transportation issues, and developing jobs accessible by public
5 transportation.

6 6.1.6.4 Serve as a liaison and support between
7 CLIENTs and employers.

8 6.1.6.5 Monitor CLIENTs during probationary period of
9 employment, assess compatibility with employer, and problem solve as needed.

10 6.1.7 Employment Support, Job Retention Services, and Other
11 Employability Services

12 CONTRACTOR shall provide the following Employment
13 Support, Job Retention, and Other Employability Services for a period of up to
14 twelve (12) months from employment date or until the termination of
15 CONTRACTOR's agreement with ADMINISTRATOR, whichever occurs first:

16 6.1.7.1 Individualized or group vocational counseling
17 offered during regular business and non-business hours to meet the needs of
18 employed CLIENTs and to assist them to retain employment, or to increase
19 earning capacity by identifying opportunities for advancement, learning new
20 skills, upgrading present skills, finding better paying jobs, replacing lost
21 jobs, and helping Part-Time employed CLIENTs to secure full-time positions.

22 6.1.7.2 Services that address issues and barriers to
23 attaining self-sufficiency that may range from referral for resolution of
24 behavioral health issues to facilitation of emergency services and access to
25 available community resources.

26 6.1.7.3 Ongoing support and translation services to
27 CLIENT and employer to resolve problems that CLIENTs may face at the work
28 place such as conflicts with co-workers of different ethnic groups and

1 maximize the effectiveness of the placement and help to maintain a positive
2 image within the local labor market.

3 6.1.7.4 Follow-up by contacting with employed CLIENTs
4 after the first week to determine their job satisfaction, to identify and help
5 solve problems, and to generally provide further employment counseling.

6 6.1.7.5 Follow-up by contacting the CLIENT/Family
7 after placement to determine retention and assess the CLIENT's/Family's
8 progress towards the goal of self-sufficiency within the following:

9 ~~6.1.7.4.1 Thirty (30) days:~~

10 ~~6.1.7.4.2 Ninety (90) days:~~

11 ~~6.1.7.4.3 Six (6) months:~~

12 ~~6.1.7.4.4 Nine (9) months; and~~

13 ~~6.1.7.4.5 Twelve (12) months~~

14 6.1.7.5.1 Conduct a follow-up by contacting the
15 CLIENT(s)/family thirty (30) and sixty (60) calendar days after placement to
16 assess the individual's/family's progress toward the goal of self-sufficiency.
17 Should a CLIENT loses his/her job, provide supportive counseling to prevent
18 the CLIENT from experiencing a sense of failure and to encourage efforts to
19 seek employment again.

20
21 6.1.7.5.2 Contact the employers and/or
22 CLIENT(s)/family ninety (90) calendar days after placement to determine
23 retention and assess the individual's/family's progress toward the goal of
24 self-sufficiency.

25 6.1.7.5.3 After six months (180 days) of
26 employment, the Employment Counselor will contact employers as well as the
27 employee to ensure the CLIENT(s) is making satisfactory progress in the job.
28

1 The Employment Counselor will then complete and close the CLIENT's file, the
2 placement will have been successful and report to SSA.

3 6.1.7.6 Retain an active CLIENT file for a period of
4 twelve (12) months from employment or until the termination of this Agreement,
5 whichever occurs first.

6 6.1.7.7 Refer CLIENTs for English Language Training
7 (ELT) and/or Skills Training classes conducted by local educational providers
8 or CONTRACTOR(s) to promote continued education, and to assist the CLIENT in
9 learning new skills or enhance present job skills to increase earnings
10 potential.

11 6.1.8 Vocational English as a Second Language Services (VESL)

12 CONTRACTOR shall:

13 6.1.8.1 Enroll CLIENTs in VESL for a maximum of three
14 (3) months.

15 6.1.8.2 Document attendance in accordance with
16 Subparagraph 8.4 of this Exhibit A.

17 6.1.8.3 Provide classroom training of the English
18 language as it relates to finding, obtaining, and maintaining employment.
19 CLIENTs may be temporarily excused from classes for job interviews when and if
20 appropriate job openings are identified.

21 6.1.8.4 Utilize a curriculum that is ELT correlated
22 with emphasis on job-related terminology.

23 6.1.8.5 Provide ~~open entry/open exit~~ instruction for
24 a minimum of fifteen (15) hours per week. Class instruction will be offered
25 during business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., with
26 instructional offerings during non-business hours to meet the needs of the
27 target population.

28 6.1.8.6 Provide different levels of VESL, as

1 appropriate, to meet CLIENT's needs.

2 6.1.8.7 Integrate monthly workshops, preferably
3 employment related, with VESL classes; workshops and materials must be pre-
4 approved by ADMINISTRATOR.

5 6.1.8.8 Work with school districts and community
6 colleges to secure in-kind contributions of classroom space and/or teachers.
7 If community colleges and school district teachers contribute to less than
8 fifteen (15) hours of instruction per week, CONTRACTOR will mobilize community
9 and CONTRACTOR staff supports to supplement the teachers during the uncovered
10 hours.

11 6.1.8.9 Conduct post testing on all enrollees tested
12 per Subparagraph 6.1.2.7 of this Exhibit A, to document individual progress as
13 well as success of the instruction, and record test results in the CLIENT's
14 file.

15 6.2 Outreach and Referral to Low Income Programs:

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

18 6.2.1 Intake and Assessment

19 CONTRACTOR shall:

20 6.2.1.1 Accept all referrals from SSA, public and
21 private agencies, and self-referrals for CLIENTs.

22 6.2.1.2 Accept cash aided and non-cash aided CLIENTs.

23 6.2.1.3 Solicit eligible CLIENTs on a voluntary
24 basis.

25 6.2.1.4 Verify eligibility for services by viewing
26 and photocopying, as appropriate, resident alien cards, U.S. Citizenship and
27 Immigration Services' I-94 forms, asylum approval letters, trafficking victim
28 Federal certification letters, T(i) or T(ii) visas, driver's licenses, and

1 proof of residence in Orange County.

2 6.2.1.5 Provide registration verification, and
3 complete the necessary forms as required by ADMINISTRATOR.

4 6.2.1.6 Assign a Case Manager to each CLIENT who
5 shall act as an advisor to assess the CLIENT's/Family's needs, and who will
6 inform them of community resources, make appropriate referrals, and follow-up.

7 6.2.1.7 Refer CLIENTs to Low Income Programs, as
8 described in Subparagraph 6.2.3.1 of this Exhibit A, and follow up to confirm
9 outcome of referral. Make any additional referrals for services as needed.

10 6.2.1.8 Conduct an orientation on the purpose and
11 goals of the RSS program as described in Subparagraph 2 of this Exhibit A, the
12 available services as described in Paragraph 6 of this Exhibit A, and the
13 Formal Grievance Process as described in Subparagraph 9.7 of this Exhibit A
14 for all CLIENTs in their native language whenever possible, and if not, in a
15 language that the CLIENT understands.

16 6.2.1.9 Conduct a service needs assessment,
17 documenting on a form approved by ADMINISTRATOR, at a minimum, the issues and
18 barriers to attaining and maintaining stability, community integration and
19 self-sufficiency, and the services required to address the CLIENT's/Family's
20 needs ~~and~~ which will improve the CLIENT's/Family's quality of life. For
21 CLIENTs participating in Employment Services, this strategy shall be included
22 as part of the FSSP.

23 6.2.2 Outreach

24 CONTRACTOR shall conduct on-going activities to identify
25 and notify ~~low-income~~ CLIENTs/Families of available services, service
26 locations, and how to access the services provided under this Agreement.

27 6.2.3 Referral to Low Income Programs

28 CONTRACTOR shall:

1 6.2.3.1 Refer CLIENTS/Families for other appropriate
2 services or community resources including, but not limited to, ~~Healthy~~
3 ~~Families~~; Head Start; Women, Infants, and Children's Services Program (WIC);
4 Cal Fresh; Covered California; Medi-Cal; Low Income Home Energy Assistance
5 Program (LIHEAP); the Utility Company's Reduced Rate Programs (RRP); consumer
6 education programs; childcare services and payment programs; low income
7 housing assistance and housing subsidy programs, including first time buyer
8 programs; food assistance programs such as food banks, RAs, and ECBOs; and
9 other local community agencies providing services, as appropriate, to remove
10 barriers and/or improve the CLIENT's/Family's quality of life by increasing
11 access to services.

12 6.2.3.2 Refer non-cash aided CLIENTS/Families to SSA,
13 the Social Security Administration, or other agencies providing financial
14 assistance as appropriate.

15 6.2.3.3 Provide CLIENTS/Families with community
16 resource materials.

17 6.2.3.4 Provide CLIENTS/Families assistance in
18 enrolling in low income programs by making application forms available and
19 assisting in completion of the forms.

20 6.2.3.5 Follow-up with CLIENTS/Families to ensure
21 referrals to services outside CONTRACTOR's agency were successful.

22 6.3 Interpretation/Translation Services

23 CONTRACTOR shall:

24 6.3.1 Provide CLIENTS/Families interpretation/translation
25 services to assist with enrollment in low-income programs, or make the
26 appropriate referral.

27 6.3.2 Provide CLIENTS/Families legal or medical
28 interpretation/translation services, or make the appropriate referral.

1 6.3.3 Follow-up with CLIENTs referred to services outside the
2 CONTRACTOR's agency.

3 6.4 ~~Training(s)/Workshop(s)~~

4 ~~Training(s)/workshop(s) shall be provided on the following~~
5 ~~subjects: domestic violence and child abuse prevention, parenting, cultural~~
6 ~~awareness, anger management, and mental health services.~~

7 6.5 Mentoring Services

8 CLIENTs and their families are eligible to receive Mentoring
9 Services if they are eligible to receive RSS pursuant to this Agreement and if
10 they have been residing in the U.S. for less than one year.

11 CONTRACTOR shall:

12 6.5.1 Develop a plan that addresses the CLIENT's/Family's
13 concerns; the need for acculturation and specialized needs; and the need for
14 other social services, such as, but not limited to, Medi-Cal and Cal Fresh.
15 For CLIENTs participating in Employment Services, this strategy should be
16 included as part of the FSSP.

17 6.5.2 Refer CLIENT's/Families as needed to RAs, ECBOs, ~~MAAs~~,
18 other service agencies, or other COUNTY contracted service providers, as
19 appropriate, to assist CLIENT's/Families to address barriers including, but
20 not limited to, personal health, Family conflict, housing, and transportation
21 issues.

22 6.6 ~~Older Refugees Citizenship and Naturalization Services~~

23 6.6.1 Citizenship and Naturalization Services

24 Older Refugees, including Asylees, SIVs, and Cuban and Haitian
25 Entrants, are eligible to receive or be referred to Citizenship and
26 Naturalization Services. Older Refugees are defined as Refugees sixty (60)
27 years of age and over. CONTRACTOR shall provide services in order to
28 facilitate self-sufficiency:

6.6.2 Outreach, Education, and Translation

6.6.2.1 CONTRACTOR shall conduct outreach, and provide education to older refugees on available services and how to obtain these services

6.6.2.2 CONTRACTOR shall provide translation and interpretation services to older refugees.

6.6.3 Linkages

6.6.3.1 CONTRACTOR will establish linkages with local Area Agencies on Aging, to enhance awareness in order to make mainstream senior programs more linguistically and culturally appropriate to older refugees.

6.6.4 English Language Training (ELT)

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

6.6.5 Citizenship Training

CONTRACTOR shall:

6.6.5.1 Provide or refer Older Refugees to citizenship classes with a curriculum consisting of integrated instruction in American history and civics. Lessons will include preparation for the U.S. Citizenship and Immigration Services interview.

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

6.6.6 Naturalization Application Assistance

CONTRACTOR shall:

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

6.6.6.2 ~~Arrange for Americans with Disabilities Act~~

1 ~~of 1990 accommodations for Older Refugees with special needs.~~

2 6.6.7 Transportation

3 CONTRACTOR shall:

4 6.6.7.1 Provide transportation to Older Refugees in
5 need of transportation services to classes and citizenship naturalization
6 services.

7 6.6.7.2 Maintain a log of the CLIENTs that receive
8 this service.

9 7. OTHER CONTRACTOR REQUIREMENTS

10 CONTRACTOR shall:

11 7.1 Follow ADMINISTRATOR's and California Department of Social
12 Services' current procedures concerning any CLIENT's failure to participate or
13 cooperate. ADMINISTRATOR will forward such procedures to CONTRACTOR.

14 7.2 Offer an onsite Resource Center that includes, but shall not be
15 limited to, the following:

16 7.2.1 Computer labs;

17 7.2.2 Audio/visual training equipment;

18 7.2.3 Resume preparation assistance;

19 7.2.4 Job Search;

20 7.2.5 Internet access;

21 7.2.6 Phone banks;

22 7.2.7 Resource directories;

23 7.2.8 Local Newspapers; and

24 7.2.9 Fully staffed during normal business hours, and
25 additional hours as needed.

26 7.3 Utilize the Family Self-Sufficiency Plan (FSSP) to monitor the
27 CLIENT's progress through the RSS program and through other service providers.
28 Monitoring includes, but is not limited to, Job Placement, employment

1 retention, status of referrals to service providers and changes to an
2 individual's personal data. This will also include completing all Mandatory
3 Referral forms as well as coordinating with and providing information, as
4 determined necessary by ADMINISTRATOR, to the referring agencies.

5 7.4 Document progress, attendance and participation hours in
6 accordance with Subparagraph 8.4 of this Exhibit A.

7 7.5 Document failure by a cash aided CLIENT to participate/cooperate
8 utilizing forms provided by ADMINISTRATOR.

9 7.6 Forward to ADMINISTRATOR appropriate documentation of
10 noncompliance and nonparticipation regarding a CLIENT who is required to
11 participate for a good cause determination, sanction implementation or
12 conciliation plans.

13 7.7 Employ or subcontract with staff as described in Subparagraph
14 14.2.1 of this Exhibit A that speak the CLIENTs' native languages and are
15 culturally responsive to the populations served.

16 7.8 Encourage all CLIENTs, who meet the qualifications, to apply for
17 CONTRACTOR staff positions to assist in reaching the goal of self-sufficiency.

18 7.9 Participate in Fair Hearings as necessary. Fair Hearings is a
19 process available to CLIENTs if they disagree with an action taken by COUNTY.

20 7.10 Ensure CLIENT's Personally Personal Identifiable Information
21 (PII) is kept confidential and secure in accordance with the County of Orange
22 Social Services Agency (SSA) Administrative Policies and Procedures Manual
23 policies Number I6, Information Technology Security and Usage and Number I7,
24 Loss of Personally Identifiable Information, incorporated herein by reference
25 as Attachments 1 and 2 respectively. CONTRACTOR acknowledges receipt of a copy
26 of said policies.

27 7.11 CONTRACTOR shall comply with confidentiality requirements as
28 stated in Paragraph 31 of this Agreement when accessing COUNTY Data System.

1 Further, CONTRACTOR shall provide training to staff that uses COUNTY Data
2 System related to the sensitivity of Participant personal information.

3 8. REPORTING REQUIREMENTS

4 8.1 Reports

5 8.1.1 CONTRACTOR shall be responsible for submission of various
6 reports, including but not limited to, financial reports, monthly progress
7 reports, and a year-end final report. The year-end report will summarize the
8 results of efforts made to achieve performance objectives, outcome measures
9 and will reflect successes and barriers experienced in the provision of
10 services.

11 8.1.2 CONTRACTOR shall:

12 8.1.2.1 Complete reports as required by
13 ADMINISTRATOR, including Quarterly Performance, Quarterly Progress, and Semi-
14 Annual Progress reports.

15 8.1.2.2 Comply with data gathering methodology as
16 prescribed by ADMINISTRATOR.

17 8.1.2.3 Maintain and submit Employment Services and
18 demographic statistics on CLIENTS served and services provided as required by
19 ADMINISTRATOR

20 8.1.2.4 Maintain records, collect data, and provide
21 reports as required by ADMINISTRATOR in order to track ~~workload standards~~
22 ~~identified in Subparagraph 5.1 of this Exhibit A~~, progress, and monitor
23 outcome objectives identified in Subparagraph 5 of this Exhibit A. Data
24 elements shall include, but are not limited to, the following:

25 8.1.2.5 Number of CLIENTS and breakdown of number of
26 CLIENTS by age group, type of service and time elapsed from date of entry in
27 the US;

28 8.1.2.6 Number of unduplicated CLIENTS placed into

1 Employment Services as described in Subparagraph ~~5.1.1~~ 6.1;

2 8.1.2.7 Number of unduplicated CLIENTs placed into
3 Support Services as described in Subparagraph ~~5.1.2~~ 6.1.7;

4 8.1.2.8 Number of unduplicated CLIENTs placed into
5 Mentoring Services as described in Subparagraph ~~5.1.3~~ 6.5;

6 8.1.2.9 Number of unduplicated CLIENTs placed into
7 Citizenship and Naturalization Services as described in Subparagraph ~~5.1.4~~
8 6.6.1;

9 8.1.2.10 Percentage of unduplicated CLIENTs placed in
10 either full or Part-Time employment;

11 8.1.2.11 Percentage of Job Placement with an average
12 starting wage of at least eighteen percent (18%) above the prevailing
13 California minimum wage;

14 8.1.2.12 Percentage of CLIENTs who retain employment
15 for at least ninety (90) days;

16 8.1.2.13 Referrals made and referral outcomes;
17 including subsidized child care and other supportive services;

18 8.1.2.14 Length of time placed in Employment Services;

19 8.1.2.15 Pay rate and length of time of employment
20 retention;

21 8.1.2.16 Statistics regarding characteristics of
22 identified segments of the refugee population;

23 8.1.2.17 Summary of complaints received;

24 8.1.2.18 Program Narrative: Will include activities
25 undertaken to accomplish the annual outcome goals, as well as interim goals
26 achieved within the reporting period, including new program initiative
27 undertaken, plans developed and/or implemented for program improvement and
28 service enhancement;

1 8.1.2.19 Outcomes of supervisory case reviews; and

2 8.1.2.20 Training activities and attendees.

3 8.2 Communication

4 8.2.1 Both parties agree that Communication is essential to a
5 CLIENT's success in achieving and maintaining economic self-sufficiency.
6 CONTRACTOR shall communicate with ADMINISTRATOR and service providers as
7 needed. Frequency of communication shall depend on the individual
8 CLIENT/Family and specific service issue(s). After initial referral to a
9 service provider, follow up communication shall be made with the CLIENT within
10 seven (7) to ten (10) working days to ensure that link to the referred service
11 was successful. All such communication shall be documented per Subparagraph
12 8.4.

13 8.2.2 Written communication shall be used to share case
14 information or changes in a timely manner. ~~Verbal communication shall be~~
15 ~~narrated per Subparagraph 8.4.~~

16 8.2.3 CONTRACTOR is required to maintain weekly contact with
17 all CLIENTs in the caseload to better serve them as they move toward self-
18 sufficiency. Ongoing contact with the CLIENT can serve to help the CONTRACTOR
19 obtain necessary information, documentation, and to assess the CLIENT's needs.
20 Types of expected contacts include, but are not limited to, face-to-face at
21 the CONTRACTOR's office location, home visits, site visits with CLIENTs,
22 letter/correspondence, and telephone contact.

23 8.2.4 All contacts should motivate and counsel CLIENTs in the
24 benefits of economic self-sufficiency. Contacts should include, but are not
25 limited to, gathering information needed to update the case, inquiring as to
26 needs, and/or addressing and resolving identified CLIENT issues.

27 8.3 Forms

ADMINISTRATOR will provide a ~~camera-ready~~ copy of all mandatory State and COUNTY forms. CONTRACTOR shall be responsible for duplication and distribution of the forms to its staff and any subcontractors. CONTRACTOR may develop their own internal forms that are not mandated by COUNTY, or by program requirements. However, internal forms shall be reviewed and approved by ADMINISTRATOR prior to implementation.

8.4 Case Narratives

Narration is a vital part of the case record, and as such CONTRACTOR shall accurately maintain and update the case narrative. Case narratives shall be completed any time there is significant action taken by any staff person associated with the file. All entries by CONTRACTOR are to be signed, dated, legible, and in a format approved by ADMINISTRATOR. Case narratives shall include, but are not limited to, the following items:

8.4.1 Date case/referral is received;

8.4.2 Current status of the case, including assessment of service needs, actions taken, and status of referrals;

8.4.3 Scheduled date and reason for all contacts;

8.4.4 Overall plan of CLIENT contact, outcomes, and follow-up dates arranged during contact;

8.4.5 Participation hours;

8.4.6 Complete and accurate description of the case activity;

8.4.7 Issues related to the CLIENT's progress toward the goals established in the FSSP;

8.4.8 Identification of any missing information; ~~and~~

8.4.9 The closing narrative shall include date and reason for the case being closed and incomplete actions and reasons-: and

8.4.10 Written or verbal communication with CLIENT.

9. PERFORMANCE MONITORING

1 9.1 Quality Control

2 CONTRACTOR shall establish and utilize a comprehensive Quality
3 Control Plan, in a format approved by ADMINISTRATOR, to monitor the level of
4 program services and quality. The Quality Control plan shall be submitted to
5 ADMINISTRATOR by November 1, 2014 2017. The Quality Control Plan shall be in
6 effect throughout the term of this Agreement and shall be updated as needed
7 and submitted to ADMINISTRATOR for approval before changes are implemented.

8 9.1.1 The Quality Control Plan shall include, but not be
9 limited to, the following:

10 9.1.1.1 The method for ensuring the services,
11 deliverables, and requirements are being provided as defined in this
12 Agreement;

13 9.1.1.2 The method for assuring that the professional
14 staff rendering services under this Agreement have the necessary
15 qualifications;

16 9.1.1.3 The method for assuring all staff receives
17 initial and ongoing training for implementation of Paragraph 6 of this Exhibit
18 A;

19 9.1.1.4 The method for identifying and preventing
20 deficiencies in the quality of service;

21 9.1.1.5 The method for providing ADMINISTRATOR with a
22 copy of CONTRACTOR case reviews, and a clear description of any corrective
23 action taken to resolve identified problems;

24 9.1.1.6 Items/areas to be inspected on either a
25 scheduled or unscheduled basis, how often inspections will be accomplished,
26 and the title of the individual(s) who will perform the inspections;

27 9.1.1.7 Specific methods for identifying and
28 preventing deficiencies in the quality of service performed, before the level

1 of performance becomes unacceptable;

2 9.1.1.8 Maintenance of a file of all inspections
3 conducted by CONTRACTOR and, if necessary, the corrective action taken; and

4 9.1.1.9 Method for continuing services in the event
5 of an emergency, such as a strike by CONTRACTOR's employees or a natural
6 disaster.

7 9.2 Case Reviews and Audits

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

17 9.2.1 Mandated reviews to meet State reporting requirements for
18 RSS;

19 9.2.2 Reviews to meet Refugee Program Bureau requirements for
20 RSS; and

21 9.2.3 COUNTY, State, and Federal audits.

22 9.3 Supervisor Reviews

23 CONTRACTOR's supervisors shall review a minimum of two (2) active
24 cases per case carrying staff each month in a format approved by
25 ADMINISTRATOR. Cases shall be randomly selected per a method determined by
26 ADMINISTRATOR. Supervisor reviews shall include, but not be limited to:

27 9.3.1 Overall case management and application of RSS rules and
28 regulations.

1 9.3.2 CLIENT's participation hours, case discrepancies, and any
2 other identified corrective actions required.

3 9.3.3 Narration (s) in the case record, including, but not
4 limited to:

5 9.3.3.1 Summary of the case review findings, and

6 9.3.3.2 Strategy recommendations to assist the CLIENT
7 in achieving FSSP positive outcomes.

8 9.4 Contractor Performance Monitoring

9 CONTRACTOR's performance shall be monitored and reviewed by
10 ADMINISTRATOR who will 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 under this Agreement. ADMINISTRATOR may use a variety of inspection methods
14 to evaluate CONTRACTOR's performance, including, but not be limited to, the
15 following:

16 9.4.1 Monthly reviews of CONTRACTOR's case management
17 performance and implementation of best practices to achieve outcomes.
18 ADMINISTRATOR will review CONTRACTOR cases and applicable data reports to
19 ensure compliance with the RSS requirements:

20 9.4.2 Periodic site visits;

21 9.4.3 Random sampling of program activities including a review
22 of case files each month;

23 9.4.4 Activity checklists and random observations;

24 9.4.5 Inspection of output items on a periodic basis as deemed
25 necessary;

26 9.4.6 Review of CONTRACTOR's statistical reports;

27 9.4.7 RSS participant complaints; and

28 9.4.8 Service provider complaints or reports.

1 9.4.9 When it is determined that services were not performed in
2 accordance with the requirements of this Agreement during the review period,
3 ADMINISTRATOR may require corrective action plans. CONTRACTOR shall, within
4 the time period specified in any such corrective action plan, remedy the
5 performance defects. Performance evaluation meetings will be conducted as
6 deemed necessary by ADMINISTRATOR. Nothing in this section shall limit the
7 COUNTY's ability to terminate this agreement pursuant to Paragraph 44.

8 9.5 Handling Complaints

9 CONTRACTOR shall:

10 9.5.1 Develop, operate and maintain procedures for receiving,
11 investigating and responding to provider and CLIENT complaints, including
12 Civil Rights complaints, requests for reviews by ADMINISTRATOR, negative
13 comments and other complaints relating to services provided under this
14 Agreement.

15 9.5.2 Maintain a log for identification and response to
16 CLIENTS' complaints. When complaints cannot be resolved informally, a system
17 of follow-through shall be instituted which adheres to formal plans for
18 specific actions. Responses to complaints should occur within two (2)
19 business days, unless otherwise authorized by ADMINISTRATOR.

20 9.5.3 For Civil Rights complaints, refer to Subparagraph 8.6.2
21 of this Agreement.

22 9.5.4 When CONTRACTOR believes any complaint may have legal
23 implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint
24 immediately to ADMINISTRATOR prior to responding to the complaint. In the
25 event any such complaint pertains to an injury or property damage, CONTRACTOR
26 shall follow the provisions as set forth in Subparagraph 13.1 of this
27 Agreement.

28 9.5.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form

1 approved by ADMINISTRATOR, information pertaining to complaints, as well as
 2 CONTRACTOR's response to any complaints as described above within ten (10)
 3 business days of the complaint, ~~except as provided in Subparagraph 9.5.4.~~
 4 CONTRACTOR shall provide a summary of all complaints and/or negative comments
 5 as prescribed and on a format approved by ADMINISTRATOR. Complaints include,
 6 but are not limited to, complaints from CLIENTs, other COUNTY contracted
 7 service providers, community organizations, and the public.

8 9.6 ~~Welfare~~ Welfare Fraud Investigation Referrals

9 If ~~CalWORKs/RCA eligibility or Supportive Services payment~~ fraud
 10 is suspected, ~~either by the CLIENT or a service provider,~~ CONTRACTOR staff
 11 shall inform ADMINISTRATOR ~~within 48 hours of awareness of any suspected~~
 12 ~~fraud.~~

13 9.7 Formal Grievance Process and State Hearing

14 9.7.1 CONTRACTOR shall inform each CLIENT of his~~r~~ or her
 15 grievance, State Hearing and Civil Rights, and of his~~r~~ or her right to request
 16 a review by a COUNTY worker ~~of a grievance~~ should the CLIENT disagree with an
 17 action made by the CONTRACTOR.

18 9.7.2 Grievance Rights and Civil Rights notices, in multiple
 19 languages, shall be posted in RSS office(s) where all CLIENTs can easily see
 20 them, in accordance with Subparagraph ~~8.6~~ of this Agreement.

21 9.7.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings
 22 and State Hearings ~~as needed~~ ~~when requested,~~ and comply with the decisions of
 23 the Hearing Officers. All actions involving the Formal Grievance Process and
 24 State Hearings shall be properly documented by CONTRACTOR.

25 10. OUTSIDE CONTACTS

26 CONTRACTOR shall:

27 10.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
 28 official, their representative, participant ~~advocate~~ ~~representative,~~ or the

1 press, and immediately provide information in order for ADMINISTRATOR to
2 respond.

3 10.2 Consult with ADMINISTRATOR prior to initiating contact with a
4 participant ~~advocate~~ representative or the press.

5 10.3 Inform ADMINISTRATOR prior to initiating contact with an elected
6 official or their representative.

7 11. COORDINATION

8 11.1 CONTRACTOR must jointly host regular coordination meetings with
9 ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program
10 operations, and solve problems.

11 12. FACILITYIES

12 CONTRACTOR shall:

13 12.1 Provide its own facility for CONTRACTOR's administrative functions
14 and programmatic functions of administering services pursuant to this
15 Agreement. COUNTY has the right to approve or disapprove of CONTRACTOR's
16 facility and location;

17 12.2 Ensure that proposed facility location(s) are accessible to public
18 transportation for CLIENTs from throughout Orange County;

19 12.3 Not require participants to travel more than two (2) hours round
20 trip to obtain services;

21 12.4 Maintain an Accessibility Plan that describes how participants
22 located throughout Orange County can easily get to the sites;

23 12.5 Provide parking spaces for participants' free and exclusive use;

24 12.6 Provide parking for disabled persons in accordance with the
25 Americans with Disabilities Act, and any other rules or statutes relating to
26 parking for disabled persons;

27 12.7 CONTRACTOR shall provide space for the provision of services under
28 this Agreement at the minimum at the following site:

1 631 S. Brookhurst Street Suite 107, Anaheim CA 92804

2 12.8 CONTRACTOR's facilities shall be safe, clean structures and
3 maintained in compliance with all applicable laws, rules, regulations,
4 building codes, statutes, and orders, as they now exist or may be subsequently
5 amended. CONTRACTOR shall provide all repair, maintenance, and janitorial
6 services to all premises on a five-day-per-week basis, subject to the
7 satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair,
8 maintenance, and janitorial services to the premises, ADMINISTRATOR may notify
9 CONTRACTOR in writing. Failure to comply shall result in termination of this
10 Agreement;

11 12.9 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to
12 the facility (ies) and location(s) where services shall be provided without
13 changing COUNTY's maximum obligation.

14 ~~12.10 CONTRACTOR shall provide its own facility for CONTRACTOR's~~
15 ~~administrative functions and programmatic functions of administering services~~
16 ~~pursuant to this Agreement. COUNTY has the right to approve or disapprove of~~
17 ~~CONTRACTOR's facility and location.~~

18 ~~12.10.1 CONTRACTOR shall provide space for the provision of~~
19 ~~services under this Agreement at the following sites:~~

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

21 ~~_____ 4199 Campus Drive Suite #550, Irvine, CA 92612~~

22 ~~_____ 20 Truman Suite #104, Irvine, CA 92620~~

23 ~~12.11 CONTRACTOR's facilities shall be safe, clean structures and~~
24 ~~maintained in compliance with all applicable laws, rules, regulations,~~
25 ~~building codes, statutes, and orders, as they now exist or may be subsequently~~
26 ~~amended. CONTRACTOR shall provide all repair, maintenance, and janitorial~~
27 ~~services to all premises on a five-day-per-week basis, subject to the~~
28 ~~satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory repair,~~

1 maintenance, and janitorial services to the premises. ADMINISTRATOR may notify
 2 CONTRACTOR in writing. Failure to comply shall result in termination of this
 3 Agreement.

4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
 5 facility (ies) and location(s) where services shall be provided without
 6 changing COUNTY's maximum obligation.

7
 8 13. BUDGET

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

11 Budget for Period of October 1, 2014 2017 through September 30, 2015 2018

12 Line Items:

13 SALARIES AND EMPLOYEE BENEFITS

<u>Direct Service Positions</u>	<u>Maximum Hourly Rate⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount⁽³⁾</u>
Program Director	19.23	1.00	\$40,000
Supervisor	18.00	1.95	73,008
Mental Health Therapist	35.00	0.25	9,100
Administrative Support	9.60	1.25	24,960
Case Manager	15.00	4.32	134,680
Subtotal Direct Service Positions		8.77	281,748
Benefits ⁽⁴⁾ (14.0%)			<u>39,445</u>
Subtotal Direct Service Positions and Benefits			\$321,193
<u>Administrative Positions⁽⁵⁾</u>			
Executive Director	43.26	0.30	26,994
Program Development Coordinator/Job Developer	18.00	0.50	18,720
Bookkeeper	14.75	0.50	15,340

1	Subtotal Administrative Salaries	1.30	61,054
2	Benefits⁽⁴⁾ (14%)		8,540
3	Subtotal Administrative Salaries and Benefits		\$69,594
4	TOTAL SALARIES & EMPLOYEE BENEFITS		\$390,787
5	<u>Services and Supplies</u>		
6	Office Expenses		2,153
7	Program Expenses		4,136
8	Telephone/Internet Usage		2,800
9	Mileage & Travel and Gas⁽⁶⁾		7,380
10	Independent Audit		5,000
11	TOTAL SERVICES and SUPPLIES		\$21,469
12	<u>Operating Expenses</u>		
13	Facility Lease/Rental		37,200
14	Equipment Lease/Rental/Copy Machine		1,200
15	Insurance		3,700
16	Transportation/Vehicle Lease		14,200
17	Other/OC Refugee Forum		300
18	TOTAL OPERATING EXPENSES		\$56,600
19	SUBTOTAL ALLOWABLE COSTS		\$468,856
20	TOTAL ALLOWABLE COSTS October 1, 2014		2017 through September 30,
21	2015		2018
22			
23	Budget for Period of October 1, 2015		2018 through September 30, 2016
24	2019		
24	<u>Line Items:</u>		
25	<u>SALARIES AND EMPLOYEE BENEFITS</u>		
26		Maximum	
27	<u>Direct Service Positions</u>	Hourly	
28		Rate ⁽¹⁾	FTEs ⁽²⁾ Amount ⁽³⁾
	Program Director	19.23	1.00 \$40,000

ATTACHMENT B

1	Supervisor	18.00	1.95	73,008
2	Mental Health Therapist	35.00	0.25	9,100
3	Administrative Support	9.60	1.25	24,960
4	Case Manager	15.00	4.32	134,680
5	Subtotal Direct Service Positions		8.77	281,748
6	Benefits ⁽⁴⁾ (14.0%)			39,445
7	Subtotal Direct Service Positions and Benefits			\$321,193
8	<u>Administrative Positions⁽⁵⁾</u>			
9	Executive Director	43.26	0.30	26,994
10	Program Development Coordinator/Job Developer	18.00	0.50	18,720
11	Bookkeeper	14.75	0.50	15,340
12	Subtotal Administrative Salaries		1.30	61,054
13	Benefits ⁽⁴⁾ (14%)			8,540
14	Subtotal Administrative Salaries and Benefits			\$69,594
15	TOTAL SALARIES & EMPLOYEE BENEFITS			\$390,787
16	<u>Services and Supplies</u>			
17	Office Expenses			2,153
18	Program Expenses			4,136
19	Telephone/Internet Usage			2,800
20	Mileage & Travel and Gas ⁽⁶⁾			7,380
21	Independent Audit			5,000
22	TOTAL SERVICES and SUPPLIES			\$21,469
23	<u>Operating Expenses</u>			
24	Facility Lease/Rental			37,200
25	Equipment Lease/Rental/Copy Machine			1,200
26	Insurance			3,700
27	Transportation/Vehicle Lease			14,200
28	Other/OC Refugee Forum			300

1 ~~TOTAL OPERATING EXPENSES~~ \$56,600

2 ~~SUBTOTAL ALLOWABLE COSTS~~ \$468,856

3 ~~TOTAL ALLOWABLE COSTS October 1, 2015 2018 through September 30,~~

4 ~~2016 2019~~ \$468,856

5 Budget for Period of October 1, 2016 2019 through September 30, 2017 2020

6 Line Items:

7 SALARIES AND EMPLOYEE BENEFITS

	Maximum Hourly Rate ⁽¹⁾	FTEs ⁽²⁾	Amount ⁽³⁾
<u>Direct Service Positions</u>			
Program Director	19.23	1.00	\$40,000
Supervisor	18.00	1.95	73,008
Mental Health Therapist	35.00	0.25	9,100
Administrative Support	9.60	1.25	24,960
Case Manager	15.00	4.32	134,680
Subtotal Direct Service Positions		8.77	281,748
Benefits ⁽⁴⁾ (14%)			<u>39,445</u>
Subtotal Direct Service Positions and Benefits			\$321,193
<u>Administrative Positions⁽⁵⁾</u>			
Executive Director	43.26	0.30	26,994
Program Development Coordinator/Job Developer	18.00	0.50	18,720
Bookkeeper	14.75	0.50	15,340
Subtotal Administrative Salaries		1.30	61,054
Benefits ⁽⁴⁾ (14%)			8,540
Subtotal Administrative Salaries and Benefits			<u>\$69,594</u>
TOTAL SALARIES & EMPLOYEE BENEFITS			\$390,787
<u>Services and Supplies</u>			
Office Expenses			2,153
Program Expenses			4,136

1	Telephone/Internet Usage	2,800
2	Mileage & Travel and Gas⁽⁶⁾	7,380
3	Independent Audit	<u>5,000</u>
4	TOTAL SERVICES and SUPPLIES	\$21,469
5	<u>Operating Expenses</u>	
6	Facility Lease/Rental	37,200
7	Equipment Lease/Rental/Copy Machine	1,200
8	Insurance	3,700
9	Transportation/Vehicle Lease	14,200
10	Other/OC Refugee Forum	<u>300</u>
11	TOTAL OPERATING EXPENSES	\$56,600
12	SUBTOTAL ALLOWABLE COSTS	\$468,856
13	TOTAL ALLOWABLE COSTS October 1, 2016 through September 30, 2017	\$468,856
14	<u>Budget for Period of October 1, 2017 through September 30, 2018:</u>	
15	<u>SALARIES AND EMPLOYEE BENEFITS</u>	
16	<u>Direct Service Positions⁽³⁾</u>	
17	Subtotal Direct Service Positions	366,402
18	Benefits ⁽¹⁾	58,624
19	Subtotal Direct Service Positions and Benefits	\$425,026
20	<u>Administrative Positions⁽²⁾</u>	
21	Subtotal Administrative Salaries	13,906
22	Benefits ⁽¹⁾	2,225
23	Subtotal Administrative Salaries and Benefits	\$16,131
24	TOTAL SALARIES & EMPLOYEE BENEFITS	\$441,157
25	<u>Services and Supplies</u>	
26	Services	\$3,000
27	Supplies	<u>\$6,533</u>
28	TOTAL SERVICES and SUPPLIES	\$9,533

Operating Expenses

Operating Expenses	\$49,310
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TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$58,843
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TOTAL ALLOWABLE COSTS October 1, 2017 through September 30, 2018	\$500,000
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Budget for Period of October 1, 2018 through September 30, 2019:SALARIES AND EMPLOYEE BENEFITSDirect Service Positions ⁽³⁾

Subtotal Direct Service Positions	366,402
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Benefits ⁽¹⁾	58,624
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Subtotal Direct Service Positions and Benefits	\$425,026
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Administrative Positions ⁽²⁾

Subtotal Administrative Salaries	13,906
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Benefits ⁽¹⁾	2,225
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Subtotal Administrative Salaries and Benefits	\$16,131
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TOTAL SALARIES & EMPLOYEE BENEFITS	\$441,157
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Services and Supplies

Services	\$3,000
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Supplies	\$6,533
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TOTAL SERVICES and SUPPLIES	\$9,533
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Operating Expenses

Operating Expenses	\$49,310
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TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$58,843
--	----------

TOTAL ALLOWABLE COSTS October 1, 2018 through September 30, 2019	\$500,000
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Budget for Period of October 1, 2019 through September 30, 2020:SALARIES AND EMPLOYEE BENEFITSDirect Service Positions ⁽³⁾

Subtotal Direct Service Positions	366,402
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Benefits ⁽¹⁾	58,624
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1	Subtotal Direct Service Positions and Benefits	\$425,026
2	<u>Administrative Positions⁽²⁾</u>	
3	Subtotal Administrative Salaries	13,906
4	Benefits ⁽¹⁾	2,225
5	Subtotal Administrative Salaries and Benefits	\$16,131
6	TOTAL SALARIES & EMPLOYEE BENEFITS	\$441,157
7	<u>Services and Supplies</u>	
8	Services	\$3,000
9	Supplies	\$6,533
10	TOTAL SERVICES and SUPPLIES	\$9,533
11	Operating Expenses	\$49,310
12	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$58,843
13	TOTAL ALLOWABLE COSTS October 1, 2019 through September 30, 2020	\$500,000
14	TOTAL MAXIMUM OBLIGATION for the period of October 1, 2014 2017	
15	through September 30, 2017 2020	\$1,500,000

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

Employee Benefits include health, dental, life and disability insurance. Also included are payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Worker's Compensation Tax, based on the currently prevailing rates, not to exceed sixteen percent (16%) of actual allowable costs of direct service salaries and sixteen percent (16%) of actual allowable costs of administrative salaries.

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

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

- 1 ~~(3) Total salaries are calculated using the maximum hourly rates for~~
 2 ~~positions by the total FTE.~~
 3 ~~Direct Service positions are defined as those staff that provides face~~
 4 ~~to face contact with clients. First line supervisors can be included as~~
 5 ~~direct service staff. All direct staff positions are to be compensated~~
 6 ~~hourly.~~
- 7 ~~(4) Employee Benefits include health, dental, life and disability insurance.~~
 8 ~~Also included are payroll taxes such as FICA, Federal Unemployment Tax,~~
 9 ~~State Unemployment Tax, and Worker's Compensation Tax, based on the~~
 10 ~~currently prevailing rates, not to exceed fourteen percent (14%) of~~
 11 ~~actual allowable costs of direct service salaries and fourteen percent~~
 12 ~~(14%) of actual allowable costs of administrative salaries.~~
- 13 ~~(5) Administrative positions are defined as all other classifications either~~
 14 ~~higher than first line supervisors or positions not providing services~~
 15 ~~to CLIENTS. Administrative positions higher than first line supervisors~~
 16 ~~must be specified as either salaried or hourly positions.~~
- 17 ~~(6) Mileage is limited to the amount allowed by the Internal Revenue~~
 18 ~~Service.~~

19 13.1 Administrative costs are defined as those costs not solely related
 20 to direct services to CLIENTS, supervision and program costs (e.g., executive
 21 director oversight, technology services, accounting, payroll, etc.) shall be
 22 held to no more than fifteen (15%) percent of total gross program costs.

23 13.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
 24 notice, to add, delete or modify line items ~~and/or amounts and/or the number~~
 25 ~~and type of FTE positions~~ without changing COUNTY's maximum obligation as
 26 stated in Subparagraph ~~20.1~~ 20.1 of this Agreement or reducing the level of
 27 service to be provided by CONTRACTOR. Further, in accordance with Subparagraph
 28 ~~43~~ 44 of this Agreement, in the event ADMINISTRATOR reduces the maximum
 obligation as stated in Subparagraph ~~20.1~~ 20.1, CONTRACTOR and ADMINISTRATOR
 may mutually agree in writing to proportionately reduce the service goals as
 set forth in this Exhibit.

29 14. CONTRACTOR STAFF

30 14.1 Recruitment and Hiring Practices

31 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
 32 complies with Federal and State employment and labor regulations. CONTRACTOR

1 shall hire staff with the education and experience necessary to appropriately
2 perform all functions.

3 14.1.2 CONTRACTOR shall give priority consideration to qualified
4 job-ready RSS CLIENTs when filling vacant positions funded by this Agreement.

5 14.2 Language Diversity

6 14.2.1 CONTRACTOR shall employ or subcontract staff with
7 experience in placing CLIENTs with a limited English vocabulary in an
8 environment that facilitates the development of the English language.
9 CONTRACTOR's staff shall be able to read, write, speak, and understand
10 English. CONTRACTOR shall provide bilingual staff to serve CLIENTs in the
11 language they speak. The ratio of bilingual staff shall be consistent with and
12 proportional to the target population, as determined by ADMINISTRATOR. In
13 addition, CONTRACTOR shall be required to provide translation services for all
14 other languages as needed to ensure all participants are provided services in
15 the language they speak.

16 14.2.2 CONTRACTOR shall comply with all COUNTY, State, and
17 Federal regulations regarding Limited English Proficiency (LEP). LEP
18 regulations affect anyone who participates in a Federally funded program, and
19 who has English as his or her second language and is limited in his or her
20 English language proficiency.

21 14.2.3 ~~CONTRACTOR shall require all staff to complete the~~
22 ~~Agreement to Comply with the County of Orange Social Services Agency~~
23 ~~Information Technology Security and Usage Policy.~~

24 14.3 Staff Training

25 14.3.1 CONTRACTOR's staff directly serving CLIENTs/Families, or
26 supervising those who do, shall be thoroughly familiar with RSS rules and
27 regulations contained in the current Orange County Refugee Services Plan, SSA
28 policies and related instructions, welfare fraud and child abuse/elder abuse

1 reporting requirements, the State Hearing process, and Civil Rights compliance
2 requirements.

3 14.3.2 ADMINISTRATOR will provide instructions, guidelines, and
4 RSS rules and regulations to CONTRACTOR during start-up, and subsequently as
5 these materials are revised or new policies are developed.

6 14.3.3 ADMINISTRATOR will provide initial training to a limited
7 number of select CONTRACTOR staff with respect to ADMINISTRATOR's
8 instructions, guidelines, and RSS rules and regulations; CONTRACTOR shall
9 conduct subsequent training(s).

10 14.3.4 CONTRACTOR shall be required to attend training(s) and/or
11 meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR
12 staff with ongoing training and assistance to ensure that requirements of this
13 Agreement are met. All training materials developed by CONTRACTOR shall be
14 approved by ADMINISTRATOR in advance of training.

15 14.3.5 CONTRACTOR shall ensure that CONTRACTOR staff, as
16 described above, receives training in understanding the cultural differences
17 among groups of CLIENTs, and recognizes and effectively intervenes to overcome
18 any language and/or cultural barriers to employment.

19 14.3.6 CONTRACTOR shall maintain a log of in-house training
20 activities and the staff that attended. This log shall be made available to
21 ADMINISTRATOR upon request.

22 15. STAFF POSITIONS

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

28 15.1 Program Director

15.1.1 Duties

15.1.1.1 Oversee all segments of the RSS program;

15.1.1.2 Supervise Program Manager and provide necessary coverage in his/her absence;

15.1.1.3 Attend all County meetings and trainings;

15.1.1.4 ~~Network with different organizations for the RSS program;~~

15.1.1.5 ~~Complete COUNTY reporting~~ Validate monthly and annual statistical data and reports; complete RS-50 monthly and quarterly reports and deliver to ADMINISTRATOR;

15.1.1.6 Ensure RSS program is implemented according to contract;

15.1.1.7 ~~Ensure the Quality Control Plan is implemented and evaluation procedures are implemented~~ Complete internal evaluations to constantly enhance program deliverables;

15.1.1.8 Present ~~Employment Preparation Workshops~~ EPW as required;

15.1.1.9 Collaborate with Executive Director to hire RSS staff; and

15.1.1.10 Collaborate with ~~community groups~~ other service providers to strengthen and expand the RSS program.

15.1.2 Qualifications

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

15.1.2.2 Bachelor's degree from an accredited college or university, preferably in a human services field. Two (2) years of course work in an accredited college or university plus two (2) years of employment

1 experience, preferably in a human services field, may substitute for the
2 Bachelor's degree.

3 15.1.2.3 ~~Bi-lingual and bi-cultural.~~

4 15.2 Program Manager

5 15.2.1 Duties

6 15.2.1.1 Supervise Supervisor I/II and provide
7 necessary coverage in their absence;

8 15.2.1.2 Complete monthly statistical data and
9 reports, regularly review CLIENT files

10 15.2.1.3 Attend all County meetings and trainings;
11 regularly meet with AGENCY staff to relay new regulations, data collection
12 changes and/or new reporting procedures;

13 15.2.1.4 Ensure the Quality Control Plan is
14 implemented;

15 15.2.1.5 Frequently present ~~Employment Preparation~~
16 ~~Workshops~~ EPW;

17 15.2.1.6 Interact with CLIENTs in Client
18 Complaint/Grievance Process Level III to mitigate CLIENT complaints if needed;

19 15.2.1.7 Report to Program Director.

20 15.2.2 Qualifications

21 15.2.2.1 A minimum of one (1) year of experience in a
22 human services related field. Experience working with the refugee community
23 is preferred.

24 15.2.2.2 Bachelor's degree from an accredited college
25 or university preferably in a human services related field. Two (2) years of
26 course work in an accredited college or university plus two (2) years of
27 employment experience, preferably in a human services field, may substitute
28 for the Bachelor's degree.

1 15.2.2.3 Competent in using personal computers and
2 Microsoft Office.

3 15.2.2.4 Bilingual capabilities in one or more of the
4 languages spoken by CLIENTS served pursuant to this Agreement.

5 15.2.2.5 Possess excellent organizational,
6 interpersonal, written, and verbal communication skills; ability to perform
7 comfortably in a fast-paced, deadline oriented work environment; ability to
8 successfully execute many complex tasks simultaneously; and ability to work as
9 a team member, as well as independently.

10 15.3 Supervisor I/II

11 15.3.1 Duties

12 15.3.1.1 Supervise Intake Clerks, Case Managers and
13 Job Developer I/II; ~~provide administrative and technical supervision to RSS~~
14 ~~direct services staff; plan, assign, supervise, and evaluate Case Managers;~~
15 ~~and monitor interactions between the Case Managers and CLIENTs during~~
16 ~~interviews and other face to face contact~~ and provide necessary coverage in
17 their absence.

18 15.3.1.2 Complete CLIENT Home Visits upon acceptance,
19 identify and attempt to mitigate household barriers, address CLIENT's needs to
20 improve his or her quality of life.

21 15.3.1.3 Attend trainings pertaining to RSS Program
22 and the refugee community.

23 15.3.1.4 Provide training for Case Managers on new
24 skills learned from trainings attended.

25 15.3.1.5 Review case records and FSSP for
26 completeness, accuracy, consistency, and conformity with RSS requirements,
27 regulations, and policies and proper case management practices; and discuss
28 cases with the Case Managers to suggest and recommend methods of resolving

1 issues.

2 15.3.1.6 ~~Provide coverage for Case Manager's caseload~~
3 ~~in his/her absence.~~

4 15.3.1.7 ~~Responsible for community outreach, and~~
5 ~~increasing awareness about the RSS program.~~

6 15.3.1.8 Frequently present ~~Employment Preparation~~
7 ~~Workshops~~ EPW.

8 15.3.1.9 Interact with CLIENTs in Client
9 Complaint/Grievance Process Level II to mitigate CLIENT complaints if needed.

10 15.3.1.10 Report to Program ~~Director~~ Manager.

11 15.3.2 Qualifications

12 15.3.2.1 A minimum of one (1) year of experience
13 working with the refugee community.

14 15.3.2.2 Bachelor's degree from an accredited college
15 or university, preferably in a human services related field. Four (4) years of
16 experience in employment services or human services may substitute for the
17 Bachelor's degree.

18 15.3.2.3 Competent in the use of personal computers
19 and knowledgeable in the use of word processing and spreadsheet programs such
20 as Microsoft Word and Excel.

21 15.3.2.4 Bilingual capabilities in one or more of the
22 refugee languages spoken by CLIENTs served pursuant to this Agreement.

23 15.3.2.5 Possess organizational, interpersonal,
24 written, and verbal communication skills; ability to perform comfortably in a
25 fast-paced, deadline oriented work environment; ability to successfully
26 execute many complex tasks simultaneously; and ability to work as a team
27 member, as well as independently.

28 15.4 Job Developer I/II

1 15.4.1 Duties

2 15.4.1.1 Work closely with Case Manager and CLIENT to
3 formalize a customized job readiness plan;

4 15.4.1.2 Complete regular individualized sessions to
5 refine CLIENT resumes, enhance interviewing skills and eventually linking
6 CLIENT to suitable employers; and

7 15.4.1.3 Prepare and present ~~employment preparation~~
8 ~~workshops~~ EPW, maintains workshop topic database, coordinate and invite guest
9 speakers to improve upon and engage audiences.

10 15.4.1.4 Report to Supervisor I/II

11 15.4.2 Qualifications

12 15.4.2.1 A minimum of one (1) year of work experience
13 in a human services related field and a minimum of one year of work experience
14 in program evaluation. The minimum work experience may be concurrent with one
15 position. Experience working with the refugee community is preferred.

16 15.4.2.2 Bilingual capabilities in one or more of the
17 languages spoken by the refugee CLIENTs served pursuant to this Agreement.

18 15.5 Administrative Support

19 15.5.1 Duties

20 15.5.1.1 ~~Oversee clerical aspect of RSS program.~~

21 15.5.1.2 ~~Collaborate with Program Director to ensure~~
22 ~~all reporting is submitted on time.~~

23 15.5.1.3 ~~Collaborate with CONTRACTOR Partner Agencies~~
24 ~~to ensure proper invoice and billing is taking place for the RSS program.~~

25 15.5.1.4 ~~Coordinate and schedule trainings and~~
26 ~~meetings for Case Management staff.~~

27 15.5.1.5 ~~Order supplies for offices, program, and~~
28 ~~classes.~~

1 15.5.1.6 ~~Assist with case file maintenance.~~

2 15.5.2 Qualifications

3 15.5.2.1 ~~Excellent written and oral skills.~~

4 15.5.2.2 ~~Knowledgeable in Microsoft Office, email, and~~
5 ~~fax.~~

6 15.5.2.3 ~~High school diploma and/or General Education~~
7 ~~Diploma (GED); or a minimum of three (3) months of related experience,~~
8 ~~preferably in a human services field, and/or training in an office setting.~~

9 15.6 Case Manager

10 15.6.1 Duties

11 15.6.1.1 Conduct Intake and Assessment Interviews with
12 CLIENTs; work directly with CLIENTs to develop and implement FSSP; ~~coordinate~~
13 ~~activities with Employment Services Coordinator;~~ conduct home visits to assess
14 Families and monitor progress; and follow-up to ensure services are received
15 and goals are achieved.

16 15.6.1.2 Document all actions taken in case file.

17 15.6.1.3 ~~Oversee development and staffing of Resource~~
18 ~~Center.~~ Complete CLIENT orientation, identifies employment barriers,
19 administer Pre and Post BEST Tests to determine CLIENT SPL scores and qualify
20 them into either VESL or ~~Employment Preparation Workshops~~ EPW track.

21 15.6.1.4 Coordinate delivery of VESL and citizenship
22 instruction classes; present ~~Employment Preparation Workshops~~ EPW.

23 15.6.1.5 ~~Provide transportation to CLIENTs, utilizing~~
24 ~~CONTRACTOR's vehicle, for ES, including but not limited to the following:~~
25 ~~interviews, job fairs, and all related activities pertaining to ES.~~

26 15.6.1.6 ~~Maintain transportation log.~~

27 15.6.1.7 ~~Provide post-employment follow ups to monitor~~
28 ~~job adjustments and satisfaction.~~

15.6.1.8 Report to Supervisor I/II

15.6.2 Qualifications

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

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

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

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

15.6.2.5 ~~A valid Class C California driver's license with no two point traffic violations and no more than two (2) moving violations within thirty-six (36) months of service.~~

15.7 Intake Clerk

15.7.1 Duties

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

15.7.1.2 Verify initial eligibility

15.7.1.3 Assign Case Manager to each CLIENT

15.7.1.4 Report to Supervisor I/II

15.7.2 Qualifications

15.7.2.1 High School diploma and/or General Education

1 Diploma (GED) or a minimum of three (3) months of related experience
2 preferably in a human services field and /or training in an office setting.

3 15.7.2.2 Excellent written and oral skills. Knowledge
4 of Microsoft Office suite tools, emails and operating copy machines and fax.

5 15.8 Van Driver

6 15.8.1 Duties

7 15.8.1.1 Provide transportation to CLIENTs, utilizing
8 CONTRACTOR's vehicle, for ES, including but not limited to the following:
9 classes, interviews, job fairs, and all related activities pertaining to ES.

10 15.8.1.2 Perform preventive and regular maintenance on
11 vehicle.

12 15.8.2 Qualifications

13 15.8.2.1 Must be at least twenty-one (21) years old
14 with a valid Class C California license.

15 15.8.2.2 Meet all Department of Transportation
16 requirements and physical demands on the job description.

17 15.8.2.3 Have a verifiable and stable work history and
18 references; no major preventable accident within the past three (3) years; no
19 felony convictions; no more than three (3) moving violations in the past three
20 (3) years; no serious violation in the past twelve (12) months; no more than
21 six (6) moving violations in a lifetime.

22 15.8.2.4 No DUI or DWI convictions. ~~in the past three~~
23 ~~(3) years and no more than three (3) DUI or DWI in a life time.~~

24 15.9 Executive Director

25 15.9.1 Duties

26 15.9.1.1 Provide overall leadership and administrative
27 support for agency, including program oversight, financial management, and
28 community relations and networking.

1 15.9.1.2 Supervise and oversee all reporting
2 requirements completed by Program Director; provide necessary coverage in
3 his/her absence.

4 15.9.1.3 Reports all RSS Program information to the
5 Board of Directors.

6 15.9.2 Qualifications

7 15.9.2.1 A minimum of two (2) years of experience in a
8 human services related field. Experience working with the refugee community is
9 preferred.

10 ~~15.9.2.2 Bachelor's degree from an accredited college~~
11 ~~or university, preferably in a human services field. Four (4) years of~~
12 ~~experience in human services may substitute for the Bachelor's degree.~~

13 15.10 Bookkeeper

14 15.10.1 Duties

15 15.10.1.1 ~~Complete payroll for each CONTRACTOR Partner~~
16 ~~Agency.~~

17 15.10.1.2 ~~Collaborate with administrative assistant in~~
18 ~~the completion of proper billing and invoicing for the Fiscal Lead Agency and~~
19 ~~CONTRACTOR Partner Agencies.~~

20 15.10.2 Qualifications

21 15.10.2.1 ~~Minimum of one (1) year of work experience in~~
22 ~~a similar accounting or financial position.~~

23 15.10.2.2 ~~Bachelor's degree from an accredited college~~
24 ~~or university in accounting, finance, or business administration. Four (4)~~
25 ~~years of experience in accounting, finance, or business administration may~~
26 ~~substitute for the Bachelor's degree.~~

27 15.10.2.3 ~~Ability to effectively analyze data and~~
28 ~~clearly communicate in verbal and written form, contract and financial~~

1 ~~details, and computer literacy with word processing and spreadsheet programs~~
 2 ~~such as MS Word, Excel, and other data base applications.~~

3 ~~15.10.2.4 Ability to interact successfully with COUNTY~~
 4 ~~staff; organizational, interpersonal, written, and verbal communication~~
 5 ~~skills; ability to perform comfortably in a fast-paced, deadline-oriented work~~
 6 ~~environment; ability to successfully execute many complex tasks~~
 7 ~~simultaneously; and ability to work as a team member, as well as~~
 8 ~~independently.~~

9 15.11 Mental Health Therapist

10 15.11.1 Duties

11 ~~15.11.1.1 Provide individual and group counseling to~~
 12 ~~CLIENT(s) and/or families.~~

13 ~~15.11.1.2 Provide educational trainings to CLIENT(s) on~~
 14 ~~the following subjects: domestic violence prevention, child abuse prevention,~~
 15 ~~parenting, cultural awareness, and anger management.~~

16 ~~15.11.1.3 Meet one-on-one with a licensed clinician at~~
 17 ~~minimum one (1) hour per month.~~

18 ~~15.11.1.4 Meet in a group with a licensed clinician at~~
 19 ~~minimum one (1) hour per month.~~

20 ~~15.11.1.5 Report to Program Director~~

21 15.11.2 Qualifications

22 ~~15.11.2.1 A minimum of one (1) year of experience~~
 23 ~~working with the refugee community.~~

24 ~~15.11.2.2 Master's Degree in Marriage and Family~~
 25 ~~Therapy from an accredited college/university.~~

26 ~~15.11.2.3 Bilingual capabilities in one or more of the~~
 27 ~~refugee languages spoken by CLIENTs served pursuant to this Agreement.~~

28 15.12 Program Development Coordinator/Job Developer

1 15.12.1 Duties

2 15.12.1.1 ~~Assist Program Director with implementing the~~
3 ~~Quality Control Plan for the delivery of RSS program.~~

4 15.12.1.2 ~~Outreaching to and networking with different~~
5 ~~employers to find new job leads for RSS CLIENTs.~~

6 15.12.2 Qualifications

7 15.12.2.1 ~~Minimum of two (2) years of work experience~~
8 ~~in a human services related field and a minimum of two (2) years of work~~
9 ~~experience in program evaluation. The minimum work experience may be~~
10 ~~concurrent within one position. Experience working with the refugee community~~
11 ~~is preferred.~~

12 15.12.2.2 ~~Bilingual capabilities in one or more of the~~
13 ~~refugee languages spoken by CLIENTs served pursuant to this Agreement.~~

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1 EXHIBIT B
 2 TO
 3 AGREEMENT
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ACCESS CALIFORNIA SERVICES
 8 AND
 9 ~~OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT~~
 10 AND
 11 ~~THE TIYYA FOUNDATION~~
 12 FOR THE PROVISION OF REFUGEE SOCIAL SERVICES
 13 AND
 14 REFUGEE HEALTH SERVICES

15
16 1. DEFINITIONS

17 1.1 EDN - The Electronic Disease Notification System is the Centers
18 for Disease Control and Prevention’s (CDC) web-based system that ~~improves and~~
19 automates the process that notifies state or local health officials of the
20 arrival of refugees and immigrants with notifiable conditions to their
21 jurisdictions. EDN provides relevant overseas medical screening and treatment
22 information for stateside follow-up.

23 1.2 Health Assessment - Completion of a RHAP health assessment is
24 defined as having laboratory testing completed, a physical examination, and
25 having results provided to the individual and appropriate referrals completed.

26 1.3 ORR - The federal Office of Refugee Resettlement (ORR) funds
27 designated resettlement agencies, which help refugees become self-sufficient
28 as quickly as possible after their arrival in the United States. ORR also

1 provides funds through the California Department of Public Health (CDPH)
2 Refugee Health Assessment Program (RHAP), for the County to provide
3 comprehensive health assessments to incoming refugees and other eligible
4 individuals.

5 1.4 RAs -Resettlement Agencies are non-profit organizations that
6 provide sponsorship and initial resettlement services for refugees entering
7 the United States (US).

8 1.5 RHAP - Refugee Health Assessment Program services are determined
9 by ORR and CDPH Office of Refugee Health. Eligibility may vary over time, but
10 the majority of eligible clients will be newly entering refugees, secondary
11 migrants who have entered as refugees in another US state or County but did
12 not have an entry examination, granted asylees, Cuban and Haitian entrants,
13 Cuban medical professionals and their spouses and children, certain Amerasians
14 from Vietnam, victims of severe forms of trafficking who receive certification
15 or an eligibility letter from the ORR and certain other specified family
16 members of trafficking victims, and Iraqi and Afghan citizens with Special
17 Immigrant Visa (SIV) status.

18 1.6 RHEIS - Refugee Health Electronic Information System is the State
19 database used to collect key elements of the RHAP assessment.

20 1.7 TB Classification - for RHEIS, Tuberculosis (TB) classification
21 refers to categories defined by the American Thoracic Society to characterize
22 tuberculosis status. Class 0 = No exposure, no infection; Class 1 = Exposure,
23 no infection; Class 2 = Latent TB infection; Class 3 = TB disease, Class 4 =
24 Inactive TB; Class 5 = TB disease suspected.

25 1.8 TB Classification, oversees - On overseas examinations, refers to
26 categories defined by the CDC to characterize specific TB status. Class B1 =
27 possible active TB; B2 LTBI = latent TB infection; B3 = contact to an active
28 TB case while overseas.

1 ~~business hours to persons receiving services~~

2 ~~3.1.5 Accessible to the physically handicapped~~

3 3.1.6 ~~Interview room~~ Capable of handling family units
4 who present for service at the same time.

5 3.2 CONTRACTOR shall:

6 3.2.1 Provide its own facility for CONTRACTOR's
7 administrative functions and programmatic functions of administering services
8 pursuant to this Agreement. COUNTY has the right to approve or disapprove of
9 CONTRACTOR's facility and location;

10 3.2.2 Ensure that proposed facility location(s) are
11 accessible to public transportation for clients from throughout Orange County;

12 3.2.3 Not require participants to travel more than two
13 (2) hours round trip to obtain services;

14 3.2.4 Maintain an Accessibility Plan that describes
15 how participants located throughout Orange County can easily get to the sites;

16 3.2.5 Provide parking spaces for participants' free
17 and exclusive use;

18 3.2.6 Provide parking for disabled persons in
19 accordance with the Americans with Disabilities Act, and any other rules or
20 statutes relating to parking for disabled persons;

21 3.2.7 CONTRACTOR shall provide space for the provision
22 of services under this Agreement at the minimum at the following site:

23 631 S. Brookhurst Street Suite 107, Anaheim CA 92804

24 3.2.8 CONTRACTOR's facilities shall be safe, clean
25 structures and maintained in compliance with all applicable laws, rules,
26 regulations, building codes, statutes, and orders, as they now exist or may be
27 subsequently amended. CONTRACTOR shall provide all repair, maintenance, and
28 janitorial services to all premises on a five-day-per-week basis, subject to

1 the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory
2 repair, maintenance, and janitorial services to the premises, HCA may notify
3 CONTRACTOR in writing. Failure to comply shall result in termination of this
4 Agreement;

5 3.2.9 CONTRACTOR and HCA may mutually agree in writing
6 as to the facility (ies) and location(s) where services shall be provided
7 without changing COUNTY's maximum obligation.

8 3.3 ~~ACS~~ CONTRACTOR and HCA may mutually agree to modify the FACILITY
9 section of this Exhibit B to the Agreement. Any modification must be in
10 writing.

11 4. HOURS OF OPERATION

12 4.1 CONTRACTOR shall provide service hours that are responsive to the
13 needs of the target population(s) as determined by HCA. At a minimum,
14 CONTRACTOR must provide services Monday through Friday, from 8:00 a.m. to 5:00
15 p.m., except COUNTY holidays as established by the Orange County Board of
16 Supervisors. However, CONTRACTOR is encouraged to provide the contracted
17 services on holidays, whenever possible.

18 4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
19 schedule which is as follows: New Year's Day, Martin Luther King Day,
20 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
21 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
22 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written
23 approval from HCA for any closure outside of COUNTY's holiday schedule or the
24 hours in Paragraph 4.1. Any unauthorized closure shall be deemed a material
25 breach of this Agreement, pursuant to Paragraph 18, and shall not be
26 reimbursed.

27 5. PAYMENTS

28 5.1 COUNTY shall pay ~~ACS~~ CONTRACTOR quarterly, in arrears, in the

1 amount of \$53,575 throughout the term of the Agreement. Upon receipt of an
2 invoice in a form acceptable to COUNTY, provided the total of such payments
3 shall not exceed COUNTY's Maximum Obligation as specified in the Contract
4 Provisions of the Agreement.

5 5.2 ACS CONTRACTOR's billings shall be on a form approved or provided
6 by ADMINISTRATOR SSA and provide such information as is required by
7 ADMINISTRATOR SSA. Billings are due by the twentieth (20th) calendar day of
8 each quarter following the month in which services were performed under the
9 Agreement. Invoices received after the due date may not be paid within the
10 same month. COUNTY should release payments to ACS CONTRACTOR no later than
11 twenty-one (21) business days after receipt of the correctly completed billing
12 form.

13 5.3 All billings to COUNTY shall be supported, at ACS CONTRACTOR's
14 facility, by source documentation including, but not limited to, ledgers,
15 journals, time sheets, invoices, bank statements, canceled checks, receipts,
16 receiving records and records of services provided.

17 5.4 At ~~ADMINISTRATOR's~~ SSA's sole discretion, ~~ADMINISTRATOR~~ SSA may
18 withhold or delay all or a part of any payment if ACS CONTRACTOR fails to
19 comply with any provision of the Agreement.

20 5.5 COUNTY shall not reimburse ACS CONTRACTOR for services provided
21 beyond the expiration and/or termination of the Agreement, except as may
22 otherwise be provided under the Agreement, or specifically agreed upon in a
23 subsequent Agreement.

24 5.6 ACS CONTRACTOR and ~~ADMINISTRATOR~~ SSA may mutually agree to modify
25 the Payments Paragraph of this Exhibit B to the Agreement. Any modification
26 must be in writing.

27 6. EXPENDITURE REPORT

28 6.1 No later than sixty (60) calendar days following termination of

1 each period or fiscal year of this Agreement, ACS CONTRACTOR shall submit to
2 ADMINISTRATOR SSA, for informational purposes only, an Expenditure Report for
3 the preceding fiscal year, or portion thereof. Such report shall be prepared
4 in accordance with the procedure that is provided by ADMINISTRATOR SSA and
5 GAAP.

6 6.2 ACS CONTRACTOR may be required to submit periodic Expenditure
7 Reports throughout the term of this Agreement.

8 ~~6.3 The Maximum Obligation of COUNTY for services provided in~~
9 ~~accordance with this Agreement as specified in the Referenced Contract~~
10 ~~Provisions of this Agreement.~~

11 ~~6.4 ADMINISTRATOR may amend the Maximum Obligation by an amount not to~~
12 ~~exceed ten percent (10%) for Period One of funding for this Agreement.~~

13 7. PERFORMANCE OBJECTIVES

14 7.1 ACS CONTRACTOR shall meet the following performance objectives,
15 annually which shall be calculated quarterly, for each term of the contract

16 7.1.1 Ensure that ninety percent (90%) of all arriving
17 refugees and sixty percent (60%) of all arriving asylees, Cuban/Haitian
18 entrants, federally-certified victims of human trafficking, and other eligible
19 entrants start the health assessment process.

20 7.1.2 Ensure that ninety percent (90%) of individuals
21 who start the health assessment process have a completed health assessment
22 within ninety (90) days from date of US arrival, date parole status is
23 granted, date asylum status is granted, or date of certification.

24 7.1.3 Assess immunization status of ninety-five
25 percent (95%) of individuals who have started a health assessment, according
26 to the most current Requirements for Routine Vaccination of Adjustment of
27 Status Applicants.

28 7.1.4 Ensure that ninety-five percent (95%) of

1 individuals identified as eligible to receive scheduled immunizations at the
2 time of the health assessment are either immunized or referred to an
3 appropriate provider.

4 7.1.5 Ensure that ninety-five (95%) of individuals
5 identified with a health condition needing further medical evaluation are
6 informed of their conditions at the time of physical examination and treated
7 or referred to a health care provider for treatment.

8 7.1.6 Ensure that ninety-five (95%) of arrivals with a
9 positive TB skin or blood test are evaluated for TB infection or disease and
10 classified accordingly.

11 7.1.7 Ensure that eighty (80%) of individuals
12 recommended to commence latent TB infection treatment are started on therapy,
13 and that 70% of those commencing treatment complete therapy.

14 7.2 ACS CONTRACTOR and HCA may mutually agree to modify the
15 Performance Objectives Paragraph of this Exhibit B to the Agreement. Any
16 modification must be in writing.

17 8. COMPLIANCE

18 8.1 HCA has established a Compliance Program for the purpose of
19 ensuring adherence to all rules and regulations related to federal and state
20 health care programs.

21 8.1.1 HCA shall provide ACS CONTRACTOR with a copy of
22 the relevant HCA policies and procedures relating to HCA's Compliance Program,
23 HCA's Code of Conduct and General Compliance Trainings.

24 8.1.2 ACS CONTRACTOR has the option to adhere to HCA's
25 Compliance Program and Code of Conduct or establish its own, provided ACS
26 CONTRACTOR's Compliance Program and Code of Conduct have been verified to
27 include all required elements by HCA's Compliance Officer as described in
28 subparagraphs below.

1 8.1.3 If ACS CONTRACTOR elects to adhere to HCA's
2 Compliance Program and Code of Conduct; the ACS CONTRACTOR shall submit to the
3 HCA within thirty (30) calendar days of award of this Agreement a signed
4 acknowledgement that ACS CONTRACTOR shall comply with HCA's Compliance Program
5 and Code of Conduct.

6 8.1.4 If ACS CONTRACTOR elects to have its own
7 Compliance Program and Code of Conduct then it shall submit a copy of its
8 Compliance Program, Code of Conduct and relevant policies and procedures to
9 HCA within thirty (30) calendar days of award of this Agreement. HCA's
10 Compliance Officer shall determine if ACS CONTRACTOR Compliance Program and
11 Code of Conduct contains all required elements. ACS CONTRACTOR shall take
12 necessary action to meet said standards or shall be asked to acknowledge and
13 agree to the HCA's Compliance Program and Code of Conduct if the ACS
14 CONTRACTOR Compliance Program and Code of Conduct does not contain all
15 required elements.

16 8.1.5 Upon written confirmation from HCA's Compliance
17 Officer that the ACS CONTRACTOR Compliance Program and Code of Conduct
18 contains all required elements, ACS CONTRACTOR shall ensure that all Covered
19 Individuals relative to this Agreement are made aware of ACS CONTRACTOR's
20 Compliance Program, Code of Conduct and related policies and procedures.

21 8.1.6 Failure of ACS CONTRACTOR to submit its
22 Compliance Program, Code of Conduct and relevant policies and procedures shall
23 constitute a material breach of this Agreement. ~~Failure to cure such breach~~
24 ~~within sixty (60) calendar days of such notice from HCA shall constitute~~
25 ~~grounds for termination of this Agreement as to the non-complying party.~~

26 8.2 SANCTION SCREENING - ACS CONTRACTOR shall adhere to all screening
27 policies and procedures and screen all Covered Individuals employed or
28 retained to provide services related to this Agreement to ensure that they are

1 not designated as Ineligible Persons, as pursuant to this Agreement.
2 Screening shall be conducted against the General Services Administration's
3 Excluded Parties List System or System for Award Management, the Health and
4 Human Services/Office of Inspector General List of Excluded
5 Individuals/Entities, and the California Medi-Cal Suspended and Ineligible
6 Provider List and/or any other as identified by the HCA.

7 8.2.1 Covered Individuals includes all contractors,
8 subcontractors, agents, and other persons who provide health care items or
9 services or who perform billing or coding functions on behalf of HCA.
10 Notwithstanding the above, this term does not include part-time or per-diem
11 employees, contractors, subcontractors, agents, and other persons who are not
12 reasonably expected to work more than one hundred sixty (160) hours per year;
13 except that any such individuals shall become Covered Individuals at the point
14 when they work more than one hundred sixty (160) hours during the calendar
15 year. ACS CONTRACTOR shall ensure that all Covered Individuals relative to
16 this Agreement are made aware of HCA's Compliance Program, Code of Conduct and
17 related policies and procedures.

18 8.2.2 An Ineligible Person shall be any individual or
19 entity who:

20 8.2.2.1 Is currently excluded, suspended, debarred
21 or otherwise ineligible to participate in federal and state health care
22 programs; or

23 8.2.2.2 Has been convicted of a criminal offense
24 related to the provision of health care items or services and has not been
25 reinstated in the federal and state health care programs after a period of
26 exclusion, suspension, debarment, or ineligibility.

27 8.2.3 ACS CONTRACTOR shall screen prospective Covered
28 Individuals prior to hire or engagement. ACS CONTRACTOR shall not hire or

1 engage any Ineligible Person to provide services relative to this Agreement.

2 8.2.4 ACS CONTRACTOR shall screen all current Covered
3 Individuals and subcontractors semi-annually to ensure that they have not
4 become Ineligible Persons. ACS CONTRACTOR shall also request that its
5 subcontractors use their best efforts to verify that they are eligible to
6 participate in all federal and State of California health programs and have
7 not been excluded or debarred from participation in any federal or state
8 health care programs, and to further represent to ACS CONTRACTOR that they do
9 not have any Ineligible Person in their employ or under contract.

10 8.2.5 Covered Individuals shall be required to
11 disclose to ACS CONTRACTOR immediately any debarment, exclusion or other event
12 that makes the Covered Individual an Ineligible Person. ACS CONTRACTOR shall
13 notify HCA immediately if a Covered Individual providing services directly
14 relative to this Agreement becomes debarred, excluded or otherwise becomes an
15 Ineligible Person.

16 8.2.6 ACS CONTRACTOR acknowledges that Ineligible
17 Persons are precluded from providing federal and state funded health care
18 services by contract with COUNTY in the event that they are currently
19 sanctioned or excluded by a federal or state law enforcement regulatory or
20 licensing agency. If ACS CONTRACTOR becomes aware that a Covered Individual
21 has become an Ineligible Person, ACS CONTRACTOR shall remove such individual
22 from responsibility for, or involvement with, COUNTY business operations
23 related to this Agreement.

24 8.2.7 ACS CONTRACTOR shall notify HCA immediately if a
25 Covered Individual or entity is currently excluded, suspended or debarred, or
26 is identified as such after being sanction screened. Such individual or
27 entity shall be immediately removed from participating in any activity
28 associated with this Agreement. HCA will determine appropriate repayment

1 from, or sanction(s) to ACS CONTRACTOR for services provided by ineligible
2 person or individual. ACS CONTRACTOR shall promptly return any overpayments
3 within forty-five (45) business days after the overpayment is verified by the
4 HCA.

5 8.3 COMPLIANCE TRAINING - HCA shall make General Compliance Training
6 and Provider Compliance Training, where appropriate, available to Covered
7 Individuals.

8 8.3.1 ACS CONTRACTOR shall use its best efforts to
9 encourage completion by Covered Individuals; provided, however, that at a
10 minimum ACS CONTRACTOR shall assign at least one (1) designated representative
11 to complete all Compliance Trainings when offered.

12 8.3.2 Such training will be made available to Covered
13 Individuals within thirty (30) calendar days of employment or engagement.

14 8.3.3 Such training will be made available to each
15 Covered Individual annually.

16 8.3.4 Each Covered Individual attending training shall
17 certify, in writing, attendance at compliance training. ACS CONTRACTOR shall
18 retain the certifications. Upon written request by HCA, ACS CONTRACTOR shall
19 provide copies of the certifications.

20 8.4 MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

21 8.4.1 ACS CONTRACTOR shall take reasonable precaution
22 to ensure that the coding of health care claims, billings and/or invoices for
23 same are prepared and submitted in an accurate and timely manner and are
24 consistent with federal, state and county laws and regulations.

25 8.4.2 ACS CONTRACTOR shall not submit any false,
26 fraudulent, inaccurate and/or fictitious claims for payment or reimbursement
27 of any kind.

28 8.4.3 ACS CONTRACTOR shall bill only for those

1 eligible services actually rendered which are also fully documented. When
2 such services are coded, ACS CONTRACTOR shall use accurate billing codes which
3 accurately describes the services provided and must ensure compliance with all
4 billing and documentation requirements.

5 8.4.4 ACS CONTRACTOR shall act promptly to investigate
6 and correct any problems or errors in coding of claims and billing, if and
7 when, any such problems or errors are identified.

8 8.4.5 ACS CONTRACTOR shall promptly return any
9 overpayments within forty-five (45) business days after the overpayment is
10 verified by the HCA.

11 9. REPORTS

12 9.1 CONTRACTOR shall:

13 9.1.1 Submit a complete and accurate ~~monthly activity~~
14 ~~bi-weekly CLIENT tracking~~ report to HCA, on a form approved or provided by
15 HCA. The ~~bi-weekly CLIENT tracking monthly activity~~ report shall include, but
16 ~~are~~ is not limited to, data on CLIENTs served and ~~activities~~ assessment
17 performed by ACS CONTRACTOR in accordance with the ~~Services~~ described in
18 Paragraph 10 in of this Exhibit B to the Agreement. ~~These monthly reports are~~
19 ~~due to HCA no later than the tenth (10th) calendar day of the month following~~
20 ~~the month in which services were performed under the Agreement~~

21 9.1.2 ACS Provide additional reports as required by
22 HCA in regard to ACS CONTRACTOR's activities as related to the services
23 hereunder. HCA shall be specific as to the nature of information requested and
24 allow thirty (30) calendar days for ACS CONTRACTOR to respond.

25 9.1.3 Complete reports as required by HCA including
26 ~~bi-weekly CLIENT tracking reports Quarterly Performance, Quarterly Progress,~~
27 ~~and Semi-Annual Progress reports.~~

28 9.1.4 Comply with data gathering methodology as

1 prescribed by HCA.

2 9.1.5 Maintain records, collect data, and provide
3 reports as required by HCA in order to track performance objectives identified
4 in Subparagraph 6 of this Exhibit B to the Agreement.

5 9.2 ACS CONTRACTOR and HCA may mutually agree to modify the Reports
6 Paragraph 9 of this Exhibit B to the Agreement. Any modification must be in
7 writing.

8 10. FORMS

9 HCA will provide a copy of all mandatory State and COUNTY forms. CONTRACTOR
10 shall be responsible for duplication and distribution of the forms to its
11 staff and any subcontractors. CONTRACTOR may develop their own internal forms
12 that are not mandated by COUNTY, or by program requirements. However,
13 internal forms shall be reviewed and approved by HCA prior to implementation.

14 11. SERVICES

15 11.1 PERSONS TO BE SERVED

16 ACS CONTRACTOR shall provide services to eligible entrants CLIENTS
17 regardless of the number, resettled or served by the ACS CONTRACTOR and
18 collaborating RAs, if applicable, to CLIENTS may include refugees, asylees,
19 Cuban and Haitian entrants, Cuban medical professionals and their spouses and
20 children, certain Amerasians from Vietnam, victims of severe forms of
21 trafficking who receive certification or an eligibility letter from the ORR
22 and certain other specified family members of trafficking victims, and Iraqi
23 and Afghan citizens with Special Immigrant Visa (SIV) status, if deemed
24 eligible by the State of California.

25 11.2 ACS CONTRACTOR services shall include but not be limited to the
26 following:

27 11.2.1 Maintain an account in the national Electronic
28 Disease Notification (EDN) system and develop a procedure for identifying

1 entrants. Use EDN to access overseas health examinations, enter tuberculosis
2 evaluation outcomes for entrants with class B tuberculosis classification, and
3 update information for individuals that move prior to completion of the RHAP
4 assessment, tuberculosis evaluation or completion of treatment for latent
5 tuberculosis infection. HCA shall assist ACS CONTRACTOR in establishing the
6 account.

7 11.2.2 Maintain an account in the state Refugee Health
8 Electronic Information System (RHEIS), and develop a procedure for data entry
9 of all RHEIS elements. Develop a system to ensure RHEIS is updated in a
10 regular and timely manner (not to exceed ten (10) business days after service
11 or result availability). HCA shall assist ACS CONTRACTOR in establishing the
12 account.

13 11.2.3 Educate CLIENTs regarding the purpose of the
14 health assessment and the purpose and process for all tests provided during
15 the health assessment.

16 11.2.4 Complete a comprehensive health assessment for
17 each entrant within ninety (90) days of their US arrival date, date parole
18 status is granted, date asylum status is granted, or date of federal-
19 certification for victims of human trafficking.

20 11.2.5 Ensure that the health assessments provided
21 include all of the health assessment components as required in the California
22 Refugee Health Assessment Medical Instructions and Form, and Required
23 Medical/Laboratory Evaluation Guidelines.

24 11.2.6 Assess the immunization status of individuals
25 who have started a health assessment, according to the most current
26 Requirements for Routine Vaccination of Adjustment of Status Applicants, and
27 provide scheduled immunizations or refer individuals to an appropriate
28 provider to receive scheduled immunizations.

1 11.2.7 Educate individuals regarding conditions found
2 on the health assessment. Provide medical treatment to individuals identified
3 with a health condition, or refer individuals to an appropriate provider if
4 further medical evaluation is needed.

5 11.2.8 Evaluate, or refer to an appropriate provider
6 for evaluation, individuals with a positive tuberculosis (TB) skin or blood
7 test for TB infection or disease, and classify according to the most current
8 American Thoracic Society guidelines.

9 11.2.9 Provide, or refer to an appropriate provider for
10 provision of, treatment of latent TB infection according to the most current
11 CDPH/California TB Controllers Association Joint Guidelines.

12 11.2.10 If individuals are referred to a health care
13 provider for services, the ACS CONTRACTOR shall develop and document a
14 procedure for staff to follow-up with telephone calls to CLIENTs and providers
15 to document that services were rendered.

16 11.2.11 Collaborate with the HCA on submission of RHAP
17 grant budget and budget justification, Semi-Annual Progress Report and Final
18 Comprehensive Report.

19 11.2.12 Develop procedures to carry out policies, and
20 conduct data and medical quality assurance activities to assure staff
21 adherence to policies and procedures.

22 11.2.13 Provide services in a manner that is culturally
23 and linguistically appropriate responsive for the population. ACS CONTRACTOR
24 shall maintain documentation of such efforts which may include, but not be
25 limited to: records of participation in COUNTY-sponsored or other applicable
26 training; recruitment and hiring policies and procedures; copies of literature
27 in multiple languages and formats, as appropriate; and descriptions of
28 measures taken to enhance accessibility for, and sensitivity to, persons who

1 are physically challenged. ACS CONTRACTOR shall provide interpretation during
2 RHAP health assessment visits and processes, and also to include health
3 education and recommended follow-up for conditions found on RHAP assessments.

4 11.2.14 ACS CONTRACTOR shall report identified
5 reportable conditions (as per Health and Safety Code Section 2500) to the
6 appropriate unit of COUNTY Public Health Services.

7 11.3 CONTRACTOR and HCA may mutually agree to modify the Services
8 Paragraph of this Exhibit B to the Agreement. Any modification must be in
9 writing.

10 12. STAFFING

11 12.1 ACS CONTRACTOR shall operate continuously throughout the term of
12 this Agreement with at least the minimum number and type of staff which meet
13 applicable federal and state requirements, and which are necessary for the
14 provision of the services hereunder.

15 12.2 ACS CONTRACTOR shall:

16 12.2.1 Hire and maintain appropriate staff with the
17 experience and ability to complete all required services in a timely,
18 accurate, and culturally competent responsive manner.

19 12.2.2 Have onsite bilingual/bicultural staff to meet
20 the needs of the target population being served. If onsite staff are not
21 available, access to interpretation services are required.

22 12.2.3 Ensure licensures and/or board certifications
23 for all direct clinical staff allocated to the program are current and in good
24 standing throughout the term of the agreement, and make such documentation
25 available to the County upon request.

26 12.2.4 Licensed healthcare providers responsible for
27 providing clinical services, including any tests/procedures specific to their
28 licensure specialty, must have at least two (2) years of experience.

1 12.3 ACS CONTRACTOR shall ensure that its employees, interns, and
2 volunteers complete the appropriate state mandated trainings prior to service
3 delivery. ACS CONTRACTOR must submit to ADMINISTRATOR HCA documents
4 verifying completion of all required training.

5 12.4 ACS CONTRACTOR and HCA may mutually agree to modify the Staffing
6 section of this Exhibit B to the Agreement. Any modification must be in
7 writing.

8 12.5 CONTRACTOR shall ~~Ensure that~~ comply with RHEIS Data Use and
9 Disclosure Agreement requirements, attached herein as Attachment 3 to this
10 Agreement, and ensure that Attachments C and D of Attachment 3 are signed and
11 submitted to COUNTY prior to CONTRACTOR's staff accessing RHEIS.

12 12.6 CONTRACTOR shall comply with confidentiality requirements as
13 stated in Paragraph 31 of this Agreement when accessing RHEIS. Further,
14 CONTRACTOR shall provide training to staff that uses RHEIS related to the
15 sensitivity of Participant personal information.

16 13. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

17 13.1 Any written information or literature, including educational or
18 promotional materials, distributed by ACS CONTRACTOR to any person or
19 organization for purposes directly or indirectly related to this Agreement
20 must be approved at least thirty (30) days in advance and in writing by HCA
21 before distribution. For the purposes of this Agreement, distribution of
22 written materials shall include, but not be limited to, pamphlets, brochures,
23 flyers, newspaper or magazine ads, and electronic media such as the Internet.

24 13.2 Any advertisement through radio, television broadcast, or the
25 Internet, for educational or promotional purposes, made by ACS CONTRACTOR for
26 purposes directly or indirectly related to this Agreement must be approved in
27 advance at least thirty (30) days and in writing by HCA.

28 13.3 If ACS CONTRACTOR uses social media (such as Facebook, Twitter,

1 YouTube or other publicly available social media sites) in support of the
2 services described within this Agreement, ACS CONTRACTOR shall develop social
3 media policies and procedures and have them available to HCA upon reasonable
4 notice. ACS CONTRACTOR shall inform HCA of all forms of social media used to
5 either directly or indirectly support the services described within this
6 Agreement. ACS CONTRACTOR shall comply with COUNTY Social Media Use Policy
7 and Procedures as they pertain to any social media developed in support of the
8 services described within this Agreement. ACS CONTRACTOR shall also include
9 any required funding statement information on social media when required by
10 HCA.

11 13.4 Any information as described in Subparagraphs A. and B. shall not
12 imply endorsement by COUNTY, unless ADMINISTRATOR HCA consents thereto in
13 writing.

14 14. HANDLING COMPLAINTS

15 14.1 CONTRACTOR shall:

16 14.1.1 Develop, operate and maintain procedures for
17 receiving, investigating and responding to provider and CLIENT complaints,
18 including Civil Rights complaints, requests for reviews by HCA, negative
19 comments and other complaints relating to services provided under this
20 Agreement.

21 14.1.2 Maintain a log for identification and response
22 to CLIENTS' complaints. When complaints cannot be resolved informally, a
23 system of follow-through shall be instituted which adheres to formal plans for
24 specific actions. Responses to complaints should occur within two (2)
25 business days, unless otherwise authorized by HCA.

26 14.1.3 For Civil Rights complaints, refer to
27 Subparagraph 8.6.2 of this Agreement.

28 14.1.4 When CONTRACTOR believes any complaint may have

1 legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such
2 complaint immediately to HCA prior to responding to the complaint. In the
3 event any such complaint pertains to an injury or property damage, CONTRACTOR
4 shall follow the provisions as set forth in Subparagraph 13.1 of this
5 Agreement.

6 14.1.5 CONTRACTOR shall provide to HCA, in a form
7 approved by HCA, information pertaining to complaints, as well as CONTRACTOR's
8 response to any complaints as described above within ten (10) business days of
9 the complaint, except as provided in Subparagraph 14.1.4. CONTRACTOR shall
10 provide a summary of all complaints and/or negative comments as prescribed and
11 on a format approved by HCA. Complaints include, but are not limited to,
12 complaints from CLIENTs, other COUNTY contracted service providers, community
13 organizations, and the public.

14 15. CONTRACTOR STAFF

15 15.1 Recruitment and Hiring Practices

16 15.1.1 CONTRACTOR shall use a formal recruitment plan,
17 which complies with Federal and State employment and labor regulations.
18 CONTRACTOR shall hire staff with the education and experience necessary to
19 appropriately perform all functions

20 15.2 Language Diversity

21 15.2.1 CONTRACTOR shall employ staff with experience in
22 placing CLIENTs with a limited English vocabulary in an environment that
23 facilitates the development of the English language. CONTRACTOR's staff shall
24 be able to read, write, speak, and understand English. CONTRACTOR shall
25 provide bilingual staff to serve CLIENTs in the language they speak. The ratio
26 of bilingual staff shall be consistent with and proportional to the target
27 population, as determined by HCA. In addition, CONTRACTOR shall be required
28 to provide translation services for all other languages as needed to ensure

1 all participants are provided services in the language they speak.

2 15.2.2 CONTRACTOR shall comply with all COUNTY, State,
3 and Federal regulations regarding Limited English Proficiency (LEP). LEP
4 regulations affect anyone who participates in a Federally funded program, and
5 who has English as his or her second language and is limited in his or her
6 English language proficiency.

7 15.3 Staff Training

8 15.3.1 CONTRACTOR's staff directly serving
9 CLIENTS/Families, or supervising those who do, shall be thoroughly familiar
10 with RHS rules and California Refugee Health Assessment Medical Instructions
11 and Form, included herein as Attachment 4; HCA policies and related
12 instructions, and child abuse/elder abuse reporting requirements, the State
13 Hearing process, and Civil Rights compliance requirements.

14 15.3.2 HCA will provide instructions, guidelines, and
15 RHS rules and regulations to CONTRACTOR during start-up, and subsequently as
16 these materials are revised or new policies are developed.

17 15.3.3 HCA will provide initial training to a limited
18 number of select CONTRACTOR staff with respect to HCA's instructions,
19 guidelines, and RHS rules and regulations; and California Refugee Health
20 Assessment Medical Instructions and Form, CONTRACTOR shall conduct subsequent
21 training(s).

22 15.3.4 CONTRACTOR shall be required to attend
23 training(s) and/or meetings that HCA determines to be mandatory, and provide
24 CONTRACTOR staff with ongoing training and assistance to ensure that
25 requirements of this Agreement are met. All training materials developed by
26 CONTRACTOR shall be approved by HCA in advance of training.

27 15.3.5 CONTRACTOR shall ensure that CONTRACTOR staff,
28 as described above, receives training in understanding the cultural

1 differences among groups of CLIENTs, and recognizes and effectively intervenes
2 to overcome any language and/or cultural barriers to employment.

3 15.3.6 CONTRACTOR shall maintain a log of in-house
4 training activities and the staff that attended. This log shall be made
5 available to HCA upon request.

6 16. NOTIFICATION OF DEATH

7 16.1 Upon becoming aware of the death of any person served pursuant to
8 this Agreement, ACS CONTRACTOR shall immediately notify HCA.

9 16.2 All Notifications of Death provided to HCA by ACS CONTRACTOR shall
10 contain the name of the deceased, the date and time of death, the nature and
11 circumstances of the death, and the name(s) of ACS CONTRACTOR's officers or
12 employees with knowledge of the incident.

13 16.2.1 TELEPHONE NOTIFICATION - ACS CONTRACTOR shall
14 notify HCA by telephone immediately upon becoming aware of the death due to
15 non-terminal illness of any person served pursuant to this Agreement:
16 provided, however, weekends and holidays shall not be included for purposes of
17 computing the time within which to give telephone notice and, notwithstanding
18 the time limit herein specified, notice need only be given during normal
19 business hours.

20 16.2.2 WRITTEN NOTIFICATION

21 16.2.2.1 NON-TERMINAL ILLNESS - ACS CONTRACTOR
22 shall hand deliver, fax, and/or send via encrypted email to HCA a written
23 report within sixteen (16) hours after becoming aware of the death due to non-
24 terminal illness of any person served pursuant to this Agreement.

25 16.2.2.2 TERMINAL ILLNESS - ACS CONTRACTOR shall
26 notify HCA by written report hand delivered, faxed, sent via encrypted email,
27 and/or postmarked and sent via U.S. Mail within forty-eight (48) hours of
28 becoming aware of the death due to terminal illness of any person served

1 pursuant to this Agreement.

2 16.3 If there are any questions regarding the cause of death of any
3 person served pursuant to this Agreement who was diagnosed with a terminal
4 illness, or if there are any unusual circumstances related to the death, ACS
5 CONTRACTOR shall immediately notify HCA in accordance with this Notification
6 of Death Paragraph.

7 17. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

8 17.1 ACS CONTRACTOR shall notify HCA of any public event or meeting
9 funded in whole or part by the COUNTY, except for those events or meetings
10 that are intended solely to serve CLIENTS or occur in the normal course of
11 business.

12 17.2 ACS CONTRACTOR shall notify HCA at least thirty (30) business days
13 in advance of any applicable public event or meeting. The notification must
14 include the date, time, duration, location and purpose of public event or
15 meeting. Any promotional materials or event related flyers must be approved
16 by HCA prior to distribution.

17 18. RECORDS MANAGEMENT AND MAINTENANCE

18 18.1 ACS CONTRACTOR, its officers, agents, employees and subcontractors
19 shall, throughout the term of this Agreement, prepare, maintain and manage
20 records appropriate to the services provided and in accordance with this
21 Agreement and all applicable requirements.

22 18.2 ACS CONTRACTOR shall implement and maintain administrative,
23 technical and physical safeguards to ensure the privacy of PHI and prevent the
24 intentional or unintentional use or disclosure of PHI in violation of the
25 HIPAA, federal and state regulations and/or CHPP. ACS CONTRACTOR shall
26 mitigate to the extent practicable, the known harmful effect of any use or
27 disclosure of PHI made in violation of federal or state regulations and/or
28 COUNTY policies.

1 18.3 ACS CONTRACTOR's participant, CLIENT, and/or patient records shall
2 be maintained in a secure manner. ACS CONTRACTOR shall maintain participant,
3 CLIENT, and/or patient records and must establish and implement written record
4 management procedures.

5 18.4 ACS CONTRACTOR shall ensure appropriate financial records related
6 to cost reporting, expenditure, revenue, billings, etc., are prepared and
7 maintained accurately and appropriately.

8 18.5 ACS CONTRACTOR shall ensure all appropriate state and federal
9 standards of documentation, preparation, and confidentiality of records
10 related to participant, client and/or patient records are met at all times
11 CONTRACTOR shall make records pertaining to the costs of services, participant
12 fees, charges, billings, and revenues available within the limits of the
13 County of Orange.

14 18.6 ACS CONTRACTOR shall ensure all HIPAA (DRS) requirements are met.
15 HIPAA requires that CLIENTs, participants and/or patients be provided the
16 right to access or receive a copy of their DRS and/or request addendum to
17 their records. Title 45 CFR §164.501, defines DRS as a group of records
18 maintained by or for a covered entity that is:

19 18.6.1 The medical records and billing records about
20 individuals maintained by or for a covered health care provider;

21 18.6.2 The enrollment, payment, claims adjudication,
22 and case or medical management record systems maintained by or for a health
23 plan; or

24 18.6.3 Used, in whole or in part, by or for the covered
25 entity to make decisions about individuals.

26 18.7 ACS CONTRACTOR may retain ~~participant~~, CLIENT, and/or patient
27 documentation electronically in accordance with the terms of this Agreement
28 and common business practices. If documentation is retained electronically,

1 ACS CONTRACTOR shall, in the event of an audit or site visit:

2 18.7.1 Have documents readily available within forty-
3 eight (48) hour notice of a scheduled audit or site visit-;

4 18.7.2 Provide auditor or other authorized individuals
5 access to documents via a computer terminal-; or

6 18.7.3 Provide auditor or other authorized individuals
7 a hardcopy printout of documents, if requested.

8 18.8 ACS CONTRACTOR shall ensure compliance with requirements
9 pertaining to the privacy and security of PII and/or PHI. ACS CONTRACTOR
10 shall notify COUNTY immediately by telephone call plus email or fax upon the
11 discovery of a Breach of unsecured PHI and/or PII.

12 18.9 ACS CONTRACTOR may be required to pay any costs associated with a
13 Breach of privacy and/or security of PII and/or PHI, including but not limited
14 to the costs of notification. ACS CONTRACTOR shall pay any and all such costs
15 arising out of a Breach of privacy and/or security of PII and/or PHI.

16 18.10 ACS CONTRACTOR shall retain all ~~participant~~, CLIENT, and/or
17 patient medical records for seven (7) years following discharge of the
18 ~~participant~~, CLIENT and/or patient, with the exception of non-emancipated
19 minors for whom records must be kept for at least one (1) year after such
20 minors have reached the age of eighteen (18) years, or for seven (7) years
21 after the last date of service, whichever is longer.

22 18.11 ACS CONTRACTOR shall retain all financial records for a minimum of
23 seven (7) years from the commencement of the contract, unless a longer period
24 is required due to legal proceedings such as litigations and/or settlement of
25 claims.

26 18.12 ACS CONTRACTOR shall make records pertaining to the costs of
27 services, participant fees, charges, billings, and revenues available at one
28 (1) location within the limits of the County of Orange.

1 18.13 If ACS CONTRACTOR is unable to meet the record location criteria
2 above, HCA may provide written approval to ACS CONTRACTOR to maintain records
3 in a single location, identified by ACS CONTRACTOR.

4 18.14 ACS CONTRACTOR may be required to retain all records involving
5 litigation proceedings and settlement of claims for a longer term which will
6 be directed by the HCA.

7 18.15 ACS CONTRACTOR shall notify HCA of any PRA requests related to, or
8 arising out of, this Agreement, within forty-eight (48) hours. ACS CONTRACTOR
9 shall provide HCA all information that is requested by the PRA request.

10 19. RESEARCH AND PUBLICATION

11 ACS CONTRACTOR shall not utilize information and data received from
12 COUNTY or developed as a result of this Agreement for the purpose of personal
13 publication. CONTRACTOR shall not utilize information and/or data received
14 from COUNTY, or arising out of, or developed, as a result of this Agreement
15 for the purpose of personal or professional research, or for publication.

16 20. RIGHT TO WORK AND MINIMUM WAGE LAWS

17 20.1 In accordance with the United States Immigration Reform and
18 Control Act of 1986, ACS CONTRACTOR shall require its employees directly or
19 indirectly providing service pursuant to this Agreement, in any manner
20 whatsoever, to verify their identity and eligibility for employment in the
21 United States. ACS CONTRACTOR shall also require and verify that its
22 contractors, subcontractors, or any other persons providing services pursuant
23 to this Agreement, in any manner whatsoever, verify the identity of their
24 employees and their eligibility for employment in the United States.

25 20.2 Pursuant to the United States of America Fair Labor Standard Act
26 of 1938, as amended, and State of California Labor Code, §1178.5, ACS
27 CONTRACTOR shall pay no less than the greater of the federal or California
28 Minimum Wage to all its employees that directly or indirectly provide services

1 pursuant to this Agreement, in any manner whatsoever. ACS CONTRACTOR shall
2 require and verify that all its contractors or other persons providing
3 services pursuant to this Agreement on behalf of ACS CONTRACTOR also pay their
4 employees no less than the greater of the federal or California Minimum Wage.

5 20.3 ACS CONTRACTOR shall comply and verify that its contractors comply
6 with all other federal and State of California laws for minimum wage, overtime
7 pay, record keeping, and child labor standards pursuant to providing services
8 pursuant to this Agreement.

9 20.4 Notwithstanding the minimum wage requirements provided for in this
10 clause, ACS CONTRACTOR, where applicable, shall comply with the prevailing
11 wage and related requirements, as provided for in accordance with the
12 provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of
13 the State of California (§§1770, et seq.), as it exists or may hereafter be
14 amended.

15 21. SEVERABILITY

16 21.1 If a court of competent jurisdiction declares any provision of
17 this Agreement or application thereof to any person or circumstances to be
18 invalid or if any provision of this Agreement contravenes any federal, state
19 or county statute, ordinance, or regulation, the remaining provisions of this
20 Agreement or the application thereof shall remain valid, and the remaining
21 provisions of this Agreement shall remain in full force and effect, and to
22 that extent the provisions of this Agreement are severable.

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~~EXHIBIT C
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ACCESS CALIFORNIA SERVICES
AND
OMID MULTICULTURAL INSTITUTE FOR DEVELOPMENT
AND
THE TIYYA FOUNDATION
FOR THE PROVISION OF REFUGEE SOCIAL SERVICES
AND
REFUGEE HEALTH SERVICES
PERSONAL INFORMATION AND SECURITY CONTRACT~~

~~Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.~~

1. DEFINITION

1.1 "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

1.2 "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

1.3 "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

1.4 "DHCS PI" shall mean Personal Information, as defined below.

1 ~~accessed in a database maintained by the COUNTY or California Department of~~
2 ~~Health Care Services (DHCS), received by ACS from the COUNTY or DHCS or~~
3 ~~acquired or created by ACS in connection with performing the functions,~~
4 ~~activities and services specified in the Agreement on behalf of the COUNTY.~~

5 1.5 ~~"IEA" shall mean the Information Exchange Agreement currently in~~
6 ~~effect between the Social Security Administration and DHCS.~~

7 1.6 ~~"Notice-triggering Personal Information" shall mean the personal~~
8 ~~information identified in Civil Code section 1798.29(e) whose unauthorized~~
9 ~~access may trigger notification requirements under Civil Code § 1709.29. For~~
10 ~~purposes of this provision, identity shall include, but not be limited to,~~
11 ~~name, identifying number, symbol, or other identifying particular assigned to~~
12 ~~the individual, such as a finger or voice print, a photograph or a biometric~~
13 ~~identifier. Notice-triggering Personal Information includes PI in electronic,~~
14 ~~paper or any other medium.~~

15 1.7 ~~"Personally Identifiable Information" (PII) shall have the meaning~~
16 ~~given to such term in the IEA and CMPPA.~~

17 1.8 ~~"Personal Information" (PI) shall have the meaning given to such~~
18 ~~term in California Civil Code § 1798.3(a).~~

19 1.9 ~~"Required by law" means a mandate contained in law that compels an~~
20 ~~entity to make a use or disclosure of PI or PII that is enforceable in a court~~
21 ~~of law. This includes, but is not limited to, court orders and court-ordered~~
22 ~~warrants, subpoenas or summons issued by a court, grand jury, a governmental~~
23 ~~or tribal inspector general, or an administrative body authorized to require~~
24 ~~the production of information, and a civil or an authorized investigative~~
25 ~~demand. It also includes Medicare conditions of participation with respect to~~
26 ~~health care providers participating in the program, and statutes or~~
27 ~~regulations that require the production of information, including statutes or~~
28 ~~regulations that require such information if payment is sought under a~~

1 ~~government program providing public benefits.~~

2 1.10 ~~"Security Incident" means the attempted or successful unauthorized~~
3 ~~access, use, disclosure, modification, or destruction of PI, or confidential~~
4 ~~data utilized in complying with this Agreement; or interference with system~~
5 ~~operations in an information system that processes, maintains or stores PI.~~

6 2. ~~TERMS OF AGREEMENT~~

7 2.1 ~~Permitted Uses and Disclosures of DHCS PI and PII by ACS. Except~~
8 ~~as otherwise indicated in this Exhibit, ACS may use or disclose DHCS PI only~~
9 ~~to perform functions, activities, or services for or on behalf of the COUNTY~~
10 ~~pursuant to the terms of the Agreement provided that such use or disclosure~~
11 ~~would not violate the California Information Practices Act (CIPA) if done by~~
12 ~~the COUNTY.~~

13 2.2 ~~Responsibilities of ACS~~

14 ACS agrees:

15 2.2.1 ~~Nondisclosure. Not to use or disclose DHCS PI or PII~~
16 ~~other than as permitted or required by this Personal Information Privacy and~~
17 ~~Security Contract or as required by applicable state and federal law.~~

18 2.2.2 ~~Safeguards. To implement appropriate and reasonable~~
19 ~~administrative, technical, and physical safeguards to protect the security,~~
20 ~~confidentiality and integrity of DHCS PI and PII, to protect against~~
21 ~~anticipated threats or hazards to the security or integrity of DHCS PI and~~
22 ~~PII, and to prevent use or disclosure of DHCS PI or PII other than as provided~~
23 ~~for by this Personal Information Privacy and Security Contract. ACS shall~~
24 ~~develop and maintain a written information privacy and security program that~~
25 ~~include administrative, technical and physical safeguards appropriate to the~~
26 ~~size and complexity of ACS's operations and the nature and scope of its~~
27 ~~activities, which incorporate the requirements of Subparagraph 2.2.3, below.~~
28 ACS will provide COUNTY with its current policies upon request.

1 2.2.3 ~~Security. ACS shall ensure the continuous security of all~~
2 ~~computerized data systems containing DHCS PI and PII. ACS shall protect paper~~
3 ~~documents containing DHCS PI and PII. These steps shall include, at a minimum:~~

4 2.2.3.1 ~~Providing a level and scope of security that~~
5 ~~is at least comparable to the level and scope of security established by the~~
6 ~~Office of Management and Budget in OMB Circular No. A 130, Appendix III-~~
7 ~~Security of Federal Automated Information Systems, which sets forth guidelines~~
8 ~~for automated information systems in Federal agencies.~~

9 2.2.3.2 ~~If the data obtained by ACS from COUNTY~~
10 ~~includes PII, ACS shall also comply with the substantive privacy and security~~
11 ~~requirements in the Computer Matching and Privacy Protection Act Agreement~~
12 ~~between the Social Security Administration and the California Health and Human~~
13 ~~Services Agency (CHHS) and in the Agreement between the Social Security~~
14 ~~Administration and DHCS, known as the Information Exchange Agreement (IEA).~~
15 ~~The specific sections of the IEA with substantive privacy and security~~
16 ~~requirements to be complied with are sections E, F, and G, and in Attachment 4~~
17 ~~to the IEA, Electronic Information Exchange Security Requirements, Guidelines~~
18 ~~and Procedures for Federal, State and Local Agencies Exchanging Electronic~~
19 ~~Information with the Social Security Administration. ACS also agrees to~~
20 ~~ensure that any of ACS's agents or subcontractors, to whom ACS provides DHCS~~
21 ~~PII agree to the same requirements for privacy and security safeguards for~~
22 ~~confidential data that apply to ACS with respect to such information.~~

23 2.2.4 ~~Mitigation of Harmful Effects. To mitigate, to the extent~~
24 ~~practicable, any harmful effect that is known to ACS of a use or disclosure of~~
25 ~~DHCS PI or PII by ACS or its subcontractors in violation of this Personal~~
26 ~~Information Privacy and Security Contract.~~

27 2.2.5 ~~ACS s Agents and Subcontractors. To impose the same~~
28 ~~restrictions and conditions set forth in this Personal Information and~~

1 ~~Security Contract on any subcontractors or other agents with whom ACS~~
2 ~~subcontracts any activities under the Agreement that involve the disclosure of~~
3 ~~DHCS PI or PII to such subcontractors or other agents.~~

4 2.2.6 Availability of Information. ~~To make DHCS PI and PII~~
5 ~~available to the DHCS and/or COUNTY for purposes of oversight, inspection,~~
6 ~~amendment, and response to requests for records, injunctions, judgments, and~~
7 ~~orders for production of DHCS PI and PII. If ACS receives DHCS PII, upon~~
8 ~~request by COUNTY and/or DHCS, ACS shall provide COUNTY and/or DHCS with a~~
9 ~~list of all employees, contractors and agents who have access to DHCS PII,~~
10 ~~including employees, contractors and agents of its subcontractors and agents.~~

11 2.2.7 Cooperation with COUNTY. ~~With respect to DHCS PI, to~~
12 ~~cooperate with and assist the COUNTY to the extent necessary to ensure the~~
13 ~~DHCS's compliance with the applicable terms of the CIPA including, but not~~
14 ~~limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS~~
15 ~~PI, production of DHCS PI, disclosure of a security breach involving DHCS PI~~
16 ~~and notice of such breach to the affected individual(s).~~

17 2.2.8 Breaches and Security Incidents. ~~During the term of the~~
18 ~~Agreement, ACS agrees to implement reasonable systems for the discovery of any~~
19 ~~breach of unsecured DHCS PI and PII or security incident.~~

20 2.2.9 Designation of Individual Responsible for Security. ~~ACS~~
21 ~~shall designate an individual, (e.g., Security Officer), to oversee its data~~
22 ~~security program who shall be responsible for carrying out the requirements of~~
23 ~~this Personal Information Privacy and Security Contract and for communicating~~
24 ~~on security matters with the COUNTY.~~

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