



County of Orange
SOCIAL SERVICES AGENCY

500 N. STATE COLLEGE BLVD.
 ORANGE, CA 92868-1673
 (714) 541-7700

MICHAEL F. RYAN
 DIRECTOR

CAROL WISEMAN
 CHIEF DEPUTY DIRECTOR

AN TRAN
 DIVISION DIRECTOR
 ADMINISTRATIVE SERVICES

JOHN HENDRICKSON
 DIVISION DIRECTOR
 ASSISTANCE PROGRAMS

ANNE BLOXOM
 DIVISION DIRECTOR
 CHILDREN & FAMILY SERVICES

DEBRA BAETZ
 DIVISION DIRECTOR
 FAMILY SELF-SUFFICIENCY &
 ADULT SERVICES

ANNE H. LIGHT, M.D.
 MEDICAL DIRECTOR

February 28, 2018

Access California Services
 Attn: Nahla Kayali, Executive Director
 631 S. Brookhurst Street, Suite 107
 Anaheim, CA 92804

Re: Notice of Contract Reduction – Agreement (RCD0217), between County of Orange and Access California Services for the Provision of Refugee Social Services and Refugee Health Services

Dear Ms. Kayali:

This letter is to inform you that the California Department of Public Health, Office of Refugee Health will be transitioning its Refugee Health Assessment Program (RHAP) to a fee-for-service program, effective April 1, 2018. As a result, the Orange County 2017-18 RHAP local assistance award will be cancelled, effective April 1, 2018. Therefore, pursuant to Subparagraph 42.4 of the subject matter Agreement, it is necessary at this time to reduce your contract to reflect the termination of the Refugee Health Services component of the contract.

The maximum obligation with County under this Agreement is hereby amended as follows, and shall not exceed the following amounts: the amount of \$607,150 for October 1, 2017 through September 30, 2018; the amount of \$500,000 for October 1, 2018 through September 30, 2019; and the amount of \$500,000 for October 1, 2019 through September 30, 2020, for a total aggregate of \$1,607,150, or actual allowable costs, whichever is less. As of April 1, 2018, Exhibit B of the Agreement and all applicable references to RHAP are no longer applicable. Redline Agreement RCD0217 with Access California Services, dated February, 28, 2018, included as Attachment 1, reflects all applicable changes to the Agreement; the original Agreement will be considered amended upon agreement of the parties. All other terms and conditions of the Agreement shall remain the same and in full force and effect.

The parties hereto have executed these amendments:



 Nahla Kayali
 Executive Director
 Access California Services



 Date


 Michael F. Ryan, Director
 Orange County Social Services Agency


 Date

Once signed, please return the letter to the attention of Carolyn Doan at the following address:
 County of Orange Social Services Agency, 500 N. State College Blvd., Orange, CA 92868.

SSA and HCA would like to thank you for the efforts of your organization. We appreciate your understanding in this matter and look forward to your continued cooperation in the provision of services under the Agreement.

If you have any questions regarding this notice, please feel free to call Debra Baetz at (714) 541-7810. If you have any questions or concerns related to contract issues, please feel free to contact Carolyn Doan at (714) 245-6018. For any questions or concerns related to Refugee Health Services programmatic issues, please feel free to contact Mike Carson at (714) 834-8406.

Sincerely,



Michael F. Ryan
 Director

cc: Debra Baetz, Division Director
 Mike Carson, Program Manager, TB Control & Refugee Health Services
 Carolyn Doan, Contract Administrator
 Abraham Gomez, Deputy Director
 Karen Vu, Contracts and Procurement Services Manager
 Rosa Rico, Senior Contract Administrator
 Diana Cruz-Toro, Program Manager I
 Sandra Barnes, Auditor Controller

Attachment 1: Redline Agreement RCD0217 with Access California Services, dated 2/28/ 2018

1 Trafficking and Violence Protection Act of 2000, Public Law 106-386; and
2 WHEREAS, Section 13275 et seq., of the Welfare and Institutions Code
3 provides for funds derived from the Federal Refugee Act of 1980 to be used to
4 provide employment services for refugees.

5
6 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on October 1, 2017, and terminate on September 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 42 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 19.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

This Agreement, including ~~any~~ Exhibit(s)A attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, by the parties, their officers, agents or employees, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

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 A to the Agreement between County of
8 Orange and Access California Services, for the Provision of Refugee Social
9 Services ~~and Refugee Health Services~~, attached hereto and incorporated herein
10 by reference. ~~Exhibit "A" relating to Refugee Social Services, Exhibit "B"~~
11 ~~relating to Refugee Health Services~~. CONTRACTOR shall operate continuously
12 throughout the term of this Agreement with the number and type of staff
13 described and as required for provision of services hereunder.

14 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
15 may require changes in staffing allocations to reflect current workload
16 demands or service needs as long as COUNTY's maximum obligation as set forth
17 in this Agreement is not exceeded.

18 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
19 appropriate staff to attend an orientation session and subsequent training
20 sessions given by COUNTY.

21 5. LICENSES AND STANDARDS

22 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
23 required by the laws of the United States, State of California, County of
24 Orange and all other appropriate governmental agencies to perform the services
25 described in this Agreement, and agrees to maintain these licenses and permits
26 in effect for the duration of this Agreement. Further, CONTRACTOR warrants
27 that its employees shall conduct themselves in compliance with such laws and
28 licensure requirements including, without limitation, compliance with laws

1 applicable to sexual harassment and ethical behavior.

2 5.2 In the performance of this Agreement, CONTRACTOR shall comply with
3 all applicable provisions of the California Welfare and Institutions Code
4 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
5 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
6 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
7 31.2; and all applicable laws and regulations of the United States, State of
8 California, County of Orange Social Services Agency and all administrative
9 regulations, rules and policies adopted thereunder as each and all may now
10 exist or be hereafter amended.

11 5.2.1 For Federally funded Agreements in the amount of \$25,000
12 or more, CONTRACTOR certifies that its officers and/or principals are not
13 debarred or suspended from Federal financial assistance programs and/or
14 activities

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

26 6.2 Subcontracts:

27 CONTRACTOR shall not subcontract for services under this Agreement
28 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents

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

6 6.2.1 Subcontracts of \$25,000 or less:

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

15 6.2.2 Subcontracts in excess of \$25,000:

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

27 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
28 procurement system, CONTRACTOR shall comply with such procurement system in

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

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

13 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

14 7.1 Form of Business Organization:

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

19 7.1.1 The form of CONTRACTOR's business organization, i.e.,
20 proprietorship, partnership, corporation, etc.

21 7.1.2 A detailed statement indicating the relationship of
22 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
23 individual.

24 7.1.3 A detailed statement indicating the relationship of
25 CONTRACTOR to any subsidiary business organization or to any individual who
26 may be providing services, supplies, material or equipment to CONTRACTOR or in
27 any manner does business with CONTRACTOR under this Agreement.

28 ///

1 7.2 Change in Form of Business Organization:

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

9 7.3 Real Property Disclosure:

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

15 7.3.1 The location by street address and city of any such real
16 property.

17 7.3.2 The fair market value of any such real property as such
18 value is reflected on the most recently issued County Tax Collector's tax
19 bill.

20 7.3.3 A detailed description of all existing and pending
21 agreements, with respect to the use or occupation of any such real property.
22 Such description shall include, but not be limited to:

23 7.3.3.1 The term duration of any rental, lease or
24 license agreement;

25 7.3.3.2 The amount of monetary consideration to be
26 paid to the lessor or licensor over the term of the rental, lease or license
27 agreement;

28 7.3.3.3 The type and dollar value of any other

1 consideration to be paid to the lessor or licensor; and

2 7.3.3.4 The full names and addresses of all parties
3 to any agreement concerning the real property and a listing of liens (if any)
4 thereof, together with a listing by full names and addresses of all officers,
5 directors and stockholders of any private corporation, and a similar listing
6 of all general and limited partners of any partnership which is a party.

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

22 7.3.5 True and correct copies of all agreements with respect to
23 any such real property shall be appended to the documentation described above
24 and made a part thereof. If, during the term of this Agreement, there is a
25 change in the agreement(s) with respect to real property where persons receive
26 services, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
27 describing such changes.

28 ///

1 8. NON-DISCRIMINATION

2 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
3 shall not engage nor employ any unlawful discriminatory practices in the
4 admission of CLIENTs, provision of services or benefits, assignment of
5 accommodations, treatment, evaluation, employment of personnel or in any other
6 respect on the basis of race, religious creed, color, national origin,
7 ancestry, physical disability, mental disability, medical condition, genetic
8 information, marital status, sex, gender, gender identity, gender expression,
9 age, sexual orientation, military and veteran status or any other protected
10 group in accordance with the requirements of all applicable Federal or State
11 laws.

12 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
13 meets the lawful and applicable requirements of the U.S. Department of Health
14 and Human Services.

15 8.3 CONTRACTOR shall furnish any and all information requested by
16 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
17 books, records and accounts in order to ascertain CONTRACTOR's compliance with
18 Paragraph 8 et seq.

19 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled
20 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
21 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

22 8.5 Non-Discrimination in Employment:

23 8.5.1 All solicitations or advertisements for employees placed
24 by or on behalf of CONTRACTOR shall state that all qualified applicants will
25 receive consideration for employment without regard to race, religious creed,
26 color, national origin, ancestry, physical disability, mental disability,
27 medical condition, genetic information, marital status, sex, gender, gender
28 identity, gender expression, age, sexual orientation, military and veteran

1 status or any other protected group in accordance with the requirements of all
2 applicable Federal or State laws. Notices describing the provisions of the
3 equal opportunity clause shall be posted in a conspicuous place for employees
4 and job applicants.

5 8.5.2 CONTRACTOR shall refer any and all employees desirous of
6 filing a formal discrimination complaint to:

7 California Department of Social Services

8 Public Inquiry and Response Bureau

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

10 Sacramento, CA 95814

11 Telephone: (800) 952-5253

12 (800) 952-8349 (For the hard of hearing)

13 8.6 Non-Discrimination in Service Delivery:

14 8.6.1 CONTRACTOR shall comply with Titles VI and VII of the
15 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
16 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
17 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
18 of the Americans with Disabilities Act of 1990, as amended; California Civil
19 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
20 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
21 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
22 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
23 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
24 and other applicable Federal and State laws, as well as their implementing
25 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
26 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
27 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
28 be hereafter amended. CONTRACTOR shall not implement any administrative

1 methods or procedures which would have a discriminatory effect or which would
 2 violate the California Department of Social Services (CDSS) Manual of Policies
 3 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
 4 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
 5 other legal remedies in accordance with WIC Section 10605, or CGC Sections
 6 11135-11139.5, or any other laws, or the issue may be referred to the
 7 appropriate Federal agency for further compliance action and enforcement of
 8 Subparagraph 8.6 et seq.

9 8.6.2 CONTRACTOR shall provide any and all CLIENTs desirous of
 10 filing a formal complaint any and all information as appropriate:

11 8.6.2.1 Pamphlet: "Your Rights Under California
 12 Welfare Programs" (PUB 13)

13 8.6.2.2 Discrimination Complaint Form

14 8.6.2.3 Civil Rights Contacts:

15 County Civil Rights Contact:

16 Orange County Social Services Agency

17 Program Integrity

18 Attn: Civil Rights Coordinator

19 P.O. Box 22001

20 Santa Ana, CA 92702-2001

21 Telephone: (714) 438-8877

22 State Civil Rights Contact:

23 California Department of Social Services

24 Civil Rights Bureau

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

26 Sacramento, CA 94244-2430

27 Federal Civil Rights Contact:

28 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

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

10. NOTICE OF DELAYS

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

1 11. INDEMNIFICATION

2 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
4 State, COUNTY, and their elected and appointed officials, officers, employees,
5 agents and those special districts and agencies which COUNTY's Board of
6 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
7 any claims, demands or liability of any kind or nature, including but not
8 limited to personal injury or property damage, arising from or related to the
9 services, products or other performance provided by CONTRACTOR pursuant to
10 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
11 court of competent jurisdiction because of the concurrent active negligence of
12 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
13 be apportioned as determined by the court. Neither party shall request a jury
14 apportionment.

15 12. INSURANCE

16 12.1 Prior to the provision of services under this Agreement,
17 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense
18 and to deposit with ADMINISTRATOR Certificates of Insurance, including all
19 endorsements required herein, necessary to satisfy COUNTY that the insurance
20 provisions of this Agreement have been complied with. CONTRACTOR agrees to
21 keep such insurance coverage, Certificates of Insurance and endorsements on
22 deposit with ADMINISTRATOR during the entire term of this Agreement. In
23 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
24 to this Agreement shall obtain insurance subject to the same terms and
25 conditions as set forth herein for CONTRACTOR.

26 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
27 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
28 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject

1 to the same terms and conditions as set forth herein for CONTRACTOR.
2 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
3 than the level of coverage required by COUNTY from CONTRACTOR under this
4 Agreement. It is the obligation of CONTRACTOR to provide notice of the
5 insurance requirements to every subcontractor and to receive proof of
6 insurance prior to allowing any subcontractor to begin work. Such proof of
7 insurance must be maintained by CONTRACTOR through the entirety of this
8 Agreement for inspection by COUNTY representative(s) at any reasonable time.

9 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
10 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
11 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
12 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
13 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
14 addition to, and without limitation of, any other indemnity provision(s) in
15 the Agreement, agrees to all of the following:

16 12.3.1 In addition to the duty to indemnify and hold COUNTY
17 harmless against any and all liability, claim, demand or suit resulting from
18 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
19 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
20 counsel approved by Board of Supervisors against same; and

21 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
22 absolute and irrespective of any duty to indemnify or hold harmless; and

23 12.3.3 The provisions of California Civil Code Section 2860
24 shall apply to any and all actions to which the duty to defend stated above
25 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
26 CONTRACTOR was an insurer and COUNTY was the insured.

27 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
28 the full term of this Agreement, COUNTY may terminate this Agreement.

1 12.5 Qualified Insurer:

2 12.5.1 Minimum insurance company ratings as determined by the
3 most current edition of the Best's Key Rating Guide/Property-Casualty/United
4 States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size
5 Category).The policy or policies of insurance required herein must be issued
6 by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII
7 (Financial Size Category as determined by the most current edition of the
8 Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is
9 preferred, but not mandatory, that the insurer be licensed to do business in
10 the state of California (California Admitted Carrier).

11 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
12 /VIII, the CEO/Office of Risk Management retains the right to approve or
13 reject a carrier after a review of the company's performance and financial
14 rating.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
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		\$1,000,000 aggregate
6		
7	Sexual Misconduct Liability	\$1,000,000 per occurrence

8 12.8 Required Coverage Forms:

9 12.8.1 Commercial General Liability coverage shall be written on
10 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
11 liability coverage at least as broad.

12 12.8.2 Business Auto Liability coverage shall be written on ISO
13 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
14 coverage at least as broad.

15 12.9 Required Endorsements:

16 12.9.1 Commercial General Liability policy shall contain the
17 following endorsements, which shall accompany the Certificate of Insurance:

18 12.9.1.1 An Additional Insured endorsement using ISO
19 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
20 its elected and appointed officials, officers, agents and employees, as
21 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
22 BY WRITTEN CONTRACT.

23 12.9.1.2 A primary non-contributing endorsement using
24 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
25 CONTRACTOR's insurance is primary and any insurance or self-insurance
26 maintained by the County of Orange shall be excess and non-contributing.

27 12.9.2 The Network Security and Privacy Liability policy shall
28 contain the following endorsements which shall accompany the Certificate of

1 Insurance.

2 12.9.2.1 An Additional Insured endorsement naming the
3 County of Orange, its elected and appointed officials, officers, agents and
4 employees as Additional Insureds for its vicarious liability.

5 12.9.2.2 A primary and non-contributing endorsement
6 evidencing that the CONTRACTOR's insurance is primary and any insurance or
7 self-insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 12.10 The Workers' Compensation policy shall contain a waiver of
10 subrogation endorsement waiving all rights of subrogation against the County
11 of Orange, its elected and appointed officials, officers, agents and employees
12 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13 12.11 All insurance policies required by this Agreement shall waive all
14 rights of subrogation against the County of Orange, its elected and appointed
15 officials, officers, agents and employees when acting within the scope of
16 their appointment or employment.

17 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
18 of any policy cancellation and ten (10) days for non-payment of premium and
19 provide a copy of the cancellation notice to COUNTY. Failure to provide
20 written notice of cancellation may constitute a material breach of the
21 contract, upon which the COUNTY may suspend or terminate this Agreement.

22 12.13 If CONTRACTOR's Professional Liability policy is a "claims made"
23 policy, CONTRACTOR shall agree to maintain professional liability coverage for
24 two (2) years following completion of this Agreement.

25 12.14 The Commercial General Liability policy shall contain a
26 severability of interests clause also known as a "separation of insureds"
27 clause (standard in the ISO CG 0001 policy).

28 12.15 Insurance certificates should be mailed to COUNTY at the address

1 indicated in Paragraph 9 of this Agreement.

2 12.16 If CONTRACTOR fails to provide the insurance certificates and
3 endorsements within seven (7) days of notification by CEO/County Procurement
4 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

5 12.17 COUNTY expressly retains the right to require CONTRACTOR to
6 increase or decrease insurance of any of the above insurance types throughout
7 the term of this Agreement. Any increase or decrease in insurance will be as
8 deemed by County of Orange Risk Manager as appropriate to adequately protect
9 COUNTY.

10 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
11 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
12 certificates of insurance and endorsements with COUNTY incorporating such
13 changes within thirty (30) days of receipt of such notice, this Agreement may
14 be in breach without further notice to CONTRACTOR, and COUNTY shall be
15 entitled to all legal remedies.

16 12.19 The procuring of such required policy or policies of insurance
17 shall not be construed to limit CONTRACTOR's liability hereunder nor to
18 fulfill the indemnification provisions and requirements of this Agreement, nor
19 act in any way to reduce the policy coverage and limits available from the
20 insurer.

21 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

22 CONTRACTOR shall report to COUNTY:

23 13.1 Any accident or incident relating to services performed under this
24 Agreement that involves injury or property damage which may result in the
25 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
26 shall be made in writing within twenty-four (24) hours of occurrence.

27 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
28 from or relating to services performed by CONTRACTOR under this Agreement.

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

3 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
4 property. Such report shall be submitted to COUNTY within twenty-four (24)
5 hours of occurrence.

6 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
7 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
8 under the term of this Agreement. Such report shall be submitted to COUNTY
9 within twenty-four (24) hours of occurrence.

10 14. CONFLICT OF INTEREST

11 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
12 any actions or conditions that could result in a conflict with the best
13 interests of COUNTY. This obligation shall apply to CONTRACTOR and
14 CONTRACTOR's employees, volunteers, agents, relatives, subcontractors and
15 third parties associated with accomplishing the work hereunder.

16 14.2 CONTRACTOR's efforts shall include, but not be limited to,
17 establishing precautions to prevent its employees or agents from making,
18 receiving, providing, or offering gifts, entertainment, payments, loans or
19 other considerations which could be deemed to appear to influence individuals
20 to act contrary to the best interests of COUNTY.

21 15. ANTI-PROSELYTISM PROVISION

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

26 16. SUPPLANTING GOVERNMENT FUNDS

27 CONTRACTOR shall not supplant any Federal, State or COUNTY funds
28 intended for the purposes of this Agreement with any funds made available

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

8 17. EQUIPMENT

9 17.1 All items purchased with funds provided under this Agreement, or
10 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
11 at least five thousand dollars (\$5,000), including sales tax, shall be
12 considered Capital Equipment. Title to all Capital Equipment shall, upon
13 purchase, vest and remain in COUNTY. The use of such items of Capital
14 Equipment is limited to the performance of this Agreement. Upon the
15 termination of this Agreement, CONTRACTOR shall immediately return any items
16 of Capital Equipment to COUNTY or its representatives, or dispose of them in
17 accordance with the directions of ADMINISTRATOR.

18 CONTRACTOR further agrees to the following:

19 17.1.1 To maintain all items of Capital Equipment in good
20 working order and condition, normal wear and tear excepted.

21 17.1.2 To label all items of Capital Equipment, do periodic
22 inventories as required by ADMINISTRATOR and to maintain an inventory list
23 showing where and how the Capital Equipment is being used, in accordance with
24 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
25 ADMINISTRATOR within ten (10) days of any request therefore.

26 17.1.3 To report in writing to ADMINISTRATOR immediately after
27 discovery, the loss or theft of any items of Capital Equipment. For stolen
28 items, the local law enforcement agency must be contacted and a copy of the

1 police report submitted to ADMINISTRATOR.

2 17.1.4 To purchase a policy or policies of insurance covering
3 loss or damage to any and all Capital Equipment purchased under this
4 Agreement, in the amount of the full replacement value thereof, providing
5 protection against the classification of fire, extended coverage, vandalism,
6 malicious mischief and special extended perils (all risks) covering the
7 parties' interests as they appear.

8 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
9 requested in writing, shall require the prior written approval of
10 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
11 appropriate and directly related to CONTRACTOR's service or activity under the
12 terms of this Agreement. COUNTY may refuse reimbursement for any costs
13 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
14 if prior written approval has not been obtained from ADMINISTRATOR.

15 17.3 Personal Computer Equipment:

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

24 18. BREACH SANCTIONS

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

1 Agreement:

2 18.1 Afford CONTRACTOR a time period within which to cure the breach,
3 which period shall be established by ADMINISTRATOR; and/or

4 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
5 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
6 later recovery; and/or

7 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
8 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

11 19. PAYMENTS

12 19.1 Maximum Contractual Obligation:

13 The maximum obligation of COUNTY under this Agreement shall not
14 exceed the amount of ~~\$2,142,900~~1,607,150: the amount of ~~\$714,300~~607,150 for
15 October 1, 2017 through September 30, 2018; the amount of ~~\$714,300~~500,000 for
16 October 1, 2018 through September 30, 2019; and the amount of ~~\$714,300~~500,000
17 for October 1, 2019 through September 30, 2020, or actual allowable costs,
18 whichever is less. This amount shall consist of \$1,500,000 for RSS as
19 described in Exhibit A to this Agreement; and ~~\$642,900~~107,150 for RHS, ~~as~~
20 ~~described in Exhibit B to this Agreement.~~

21 19.2 Subparagraphs 19.3 and 19.4 below shall apply only to the
22 provisions of Exhibit A to this Agreement, ~~and do not apply to Exhibit B to~~
23 ~~this Agreement.~~

24 19.3 Allowable Costs:

25 During the term of this Agreement, COUNTY shall pay CONTRACTOR
26 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
27 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by
28 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR

1 for anticipated allowable costs that will be incurred by CONTRACTOR for June
2 2018, June 2019, and June 2010, during the month of such anticipated
3 expenditure.

4 19.4 Claims:

5 19.4.1 CONTRACTOR shall submit monthly claims to be received by
6 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
7 expenses incurred in the preceding month. In the event the twentieth (20th)
8 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
9 claim the next business day. COUNTY holidays include New Year's Day, Martin
10 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
11 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
12 Friday after Thanksgiving, and Christmas Day.

13 19.4.2 All claims must be submitted on a form approved by
14 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
15 source documents with the monthly claim, including, inter alia, a monthly
16 statement of services, general ledgers, supporting journals, time sheets,
17 invoices, canceled checks, receipts and receiving records, some of which may
18 be required to be copied. Source documents that CONTRACTOR must submit shall
19 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
20 shall retain all financial records in accordance with Paragraph 24 (Records,
21 Inspections, and Audits) of this Agreement.

22 19.4.3 Payments should be released by COUNTY within a reasonable
23 time period of approximately thirty (30) days after receipt of a correctly
24 completed claim form and required supporting documentation.

25 19.4.4 Year End and Final Claims:

26 19.4.4.1 CONTRACTOR shall submit a final claim for
27 each fiscal year, October 1 through September 30, covered under the term of
28 this Agreement as stated in Paragraph 1, by no later than November 30th of

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

6 19.4.4.2 The basis for final settlement shall be the
7 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
8 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
9 to the maximum obligation of COUNTY. In the event that any overpayment has
10 been made, COUNTY may offset the amount of the overpayment against the final
11 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
12 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
13 Nothing herein shall be construed as limiting the remedies of COUNTY in the
14 event an overpayment has been made.

15 19.4.5 Seventy-Five Percent Expenditure Notification:

16 19.4.5.1 CONTRACTOR shall maintain a system of record
17 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
18 five percent (75%) of the total contract authorizations under this Agreement.
19 Upon occurrence of this event, CONTRACTOR shall send written notification to
20 ADMINISTRATOR.

21 20. OVERPAYMENTS

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

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

7 21. OUTSTANDING DEBT

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

11 22. FINAL REPORT

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

17 23. INDEPENDENT AUDIT

18 23.1 CONTRACTOR shall employ a licensed certified public accountant who
19 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
20 related expenditures during the term of this Agreement in compliance with the
21 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part
22 200, Uniform Administrative Requirements, Cost Principles and Audit
23 Requirements for Federal Awards. The audit must be performed in accordance
24 with generally accepted government auditing standards and Title 2 CFR Part
25 230. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to
26 ensure that corrective action is taken within six (6) months after issuance of
27 all audit reports with regard to audit exceptions.

28 23.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle

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

9 24. RECORDS, INSPECTIONS AND AUDITS

10 24.1 Financial Records:

11 24.1.1 CONTRACTOR shall prepare and maintain accurate and
12 complete financial records. Financial records shall be retained, by
13 CONTRACTOR, for a minimum of five (5) years from the date of final payment
14 under this Agreement or until all pending COUNTY, State and Federal audits are
15 completed, whichever is later.

16 24.1.2 CONTRACTOR shall establish and maintain reasonable
17 accounting, internal control and financial reporting standards in conformity
18 with generally accepted accounting principles established by the American
19 Institute of Certified Public Accountants and to the satisfaction of
20 ADMINISTRATOR.

21 24.2 Client Records:

22 24.2.1 CONTRACTOR shall prepare and maintain accurate and
23 complete records of CLIENTs served and dates and type of services provided
24 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

25 24.2.2 CONTRACTOR shall keep all COUNTY data provided to
26 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
27 years from the date of final payment under this Agreement or until all pending
28 COUNTY, State and Federal audits are completed, whichever is later. These

1 records shall be stored in Orange County, unless CONTRACTOR requests and
2 COUNTY provides written approval for the right to store the records in another
3 county. Notwithstanding anything to the contrary, upon termination of this
4 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
5 COUNTY in accordance with Subparagraph 42.2.

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

12 24.2.4 Contract Fiscal records/documents shall be maintained and
13 made available to the State (upon request) for a period of three years from
14 the date of final payment under the specific RHAP agreement.

15 24.2.5 COUNTY may refuse payment for a claim if CLIENT records
16 are determined by COUNTY to be incomplete or inaccurate. In the event CLIENT
17 records are determined to be incomplete or inaccurate after payment has been
18 made, COUNTY may treat such payment as an overpayment within the provisions of
19 this Agreement.

20 24.3 Public Records:

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

25 24.4 Inspections and Audits:

26 24.4.1 The U.S. Department of Health and Human Services,
27 Comptroller General of the United States, Director of CDSS, State Auditor-
28 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit

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

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

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

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

20 24.5 Evaluation Studies:

21 24.5.1 CONTRACTOR shall participate as requested by COUNTY in
22 research and/or evaluative studies designed to show the effectiveness and/or
23 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
24 project.

25 25. PERSONNEL DISCLOSURE

26 25.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
27 all personnel providing services hereunder, including résumés and job
28 applications. Changes to the list will be immediately provided to

1 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
2 application. The list shall include:

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

6 25.1.2 A brief description of the functions of each position and
7 the hours each person works each week; or for part-time personnel, each day or
8 month, as appropriate;

9 25.1.3 The professional degree, if applicable, and experience
10 required for each position; and

11 25.1.4 The language skill, if applicable, for all personnel.

12 25.2 Where authorized by law, CONTRACTOR's employment applications
13 shall require applicants to provide detailed information regarding the
14 conviction of a crime by any court, for offenses other than minor traffic
15 offenses. Information not disclosed in the employment application discovered
16 subsequent to the hiring or promotion of any applicant shall be cause for
17 termination of that employee from the performance of services under this
18 Agreement.

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

25 25.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
26 COUNTY, a criminal record background check on all employees (direct service
27 and administrative) funded through this Agreement and also all non-funded
28 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,

1 interactive contact with CLIENTs served through this Agreement. Background
2 checks conducted through the California Department of Justice shall include a
3 check of the California Central Child Abuse Index, when
4 applicable. Candidates will satisfy background checks consistent with this
5 paragraph and their performance of services under this Agreement.

6 25.5 In the event a record is revealed through the processes described
7 in Subparagraphs 25.3 and 25.4, COUNTY will be available to consult with
8 CONTRACTOR on appropriateness of personnel providing services through this
9 Agreement.

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

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

1 Agreement, pursuant to Paragraph 18 above.

2 25.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
3 staff performing work hereunder and any proposed changes in CONTRACTOR's
4 staff.

5 25.9 COUNTY shall have the right to require CONTRACTOR to remove any
6 employee from the performance of services under this Agreement. At the
7 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

8 25.10 CONTRACTOR shall notify COUNTY immediately when staff is
9 terminated for cause from working on this Agreement.

10 25.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
11 Paragraph 25, shall not relieve CONTRACTOR of its obligation to complete all
12 work in accordance with the terms and conditions of this Agreement.

13 26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

1 regulations pertaining to the eligibility for employment of any persons
2 performing work under this Agreement.

3 27. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

4 27.1 In order to comply with child support enforcement requirements of
5 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
6 of the award of this Agreement:

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

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

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

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

19 27.2 The failure of CONTRACTOR to timely submit the data or
20 certifications required by subsections (a), (b), (c), or (d), or to comply
21 with all Federal and State employee reporting requirements for child support
22 enforcement or to comply with all lawfully served Wage and Earnings Assignment
23 Orders and Notices of Assignment shall constitute a material breach of this
24 Agreement, and failure to cure such breach within sixty (60) calendar days of
25 notice from COUNTY shall constitute grounds for termination of this Agreement.

26 27.3 It is expressly understood that this data will be transmitted to
27 governmental agencies charged with the establishment and enforcement of child
28 support orders, and for no other purpose.

1 ///

2 28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

14 29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

20 30. CONFIDENTIALITY

21 30.1 CONTRACTOR agrees to maintain the confidentiality of its records
22 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
23 and all other provisions of law, and regulations promulgated thereunder
24 relating to privacy and confidentiality, as each may now exist or be hereafter
25 amended.

26 30.2 All records and information concerning any and all persons
27 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
28 kept confidential by CONTRACTOR and CONTRACTOR's employees, volunteers,

1 agents, and subcontractors. CONTRACTOR shall require all of its employees,
2 volunteers, agents, subcontractors and partners who may provide services for
3 CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before
4 commencing the provision of any such services, to maintain the confidentiality
5 of any and all materials and information with which they may come into
6 contact, or the identities or any identifying characteristics or information
7 with respect to any and all participants referred to CONTRACTOR by COUNTY,
8 except as may be required to provide services under this Agreement or to those
9 specified in this Agreement as having the capacity to audit CONTRACTOR, and as
10 to the latter, only during such audit. CONTRACTOR shall comply with any audits
11 specified in Paragraph 24, provide reports and any other information required
12 by COUNTY in the administration of this Agreement, and as otherwise permitted
13 by law.

14 30.3 CONTRACTOR shall inform all of its employees, volunteers, agents,
15 subcontractors and partners of this provision and that any person violating
16 the provisions of said California state law may be guilty of a crime.

17 30.4 CONTRACTOR agrees that any and all subcontracts entered into shall
18 be subject to the confidentiality requirements of this Agreement.

19 31. COPYRIGHT ACCESS

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

24 32. WAIVER

25 No delay or omission by either party hereto to exercise any right or
26 power accruing upon any noncompliance or default by the other party with
27 respect to any of the terms of this Agreement shall impair any such right or
28 power or be construed to be a waiver thereof. A waiver by either of the

1 parties hereto of any of the covenants, conditions, or agreements to be
2 performed by the other shall not be construed to be a waiver of any succeeding
3 breach thereof or of any other covenant, condition or agreement herein
4 contained.

5 33. PETTY CASH

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

8 34. PUBLICITY

9 34.1 Information and solicitations, prepared and released by
10 CONTRACTOR, concerning the services provided under this Agreement shall state
11 that the program, wholly or in part, is funded through COUNTY, State and
12 Federal government.

13 34.2 CONTRACTOR shall not disclose any details in connection with this
14 Agreement to any person or entity except as may be otherwise provided
15 hereunder or required by law. However, in recognizing CONTRACTOR's need to
16 identify its services and related CLIENTs to sustain itself, COUNTY shall not
17 inhibit CONTRACTOR from publishing its role under this Agreement within the
18 following conditions:

19 34.2.1 CONTRACTOR shall develop all publicity material in a
20 professional manner; and

21 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
22 and shall not authorize another to, publish or disseminate any commercial
23 advertisements, press releases, feature articles, or other materials using the
24 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
25 unreasonably withhold written consent.

26 34.3 COUNTY owns all rights to the name, logos and symbols of COUNTY.
27 The use and/or reproduction of COUNTY's name and/or logo for any purpose,
28 including commercial advertisement, promotional purposes, announcements,

1 displays or press releases, without COUNTY's prior written consent is
2 expressly prohibited.

3 35. COUNTY RESPONSIBILITIES

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

6 36. REFERRALS

7 CONTRACTOR shall provide services to Clients referred by ADMINISTRATOR.

8 37. REPORTS

9 37.1 CONTRACTOR shall provide information deemed necessary by
10 ADMINISTRATOR to complete any State-required reports related to the services
11 provided under this Agreement.

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

17 38. ENERGY EFFICIENCY STANDARDS

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

21 39. ENVIRONMENTAL PROTECTION STANDARDS

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

27 39.1 No facility to be utilized in the performance of the proposed
28 grant has been listed on the EPA List of Violating Facilities;

1 39.2 It will notify COUNTY prior to award of the receipt of any
2 communication from the Director, Office of Federal Activities, U.S. EPA,
3 indicating that a facility to be utilized for the grant is under consideration
4 to be listed on the EPA List of Violating Facilities; and

5 39.3 It will notify COUNTY and EPA about any known violation of the
6 above laws and regulations.

7 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
8 FEDERAL TRANSACTIONS

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

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

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

23 1) No Federal appropriated funds have been paid or will
24 be paid to any person for influencing or attempting to influence an officer or
25 employee of any agency, a Member of Congress, an officer or employee of
26 Congress, or an employee of a Member of Congress on his or her behalf in
27 connection with the awarding of any Federal contract, the making of any
28 Federal grant, the making of any Federal loan, the entering into of any

1 cooperative agreement, and the extension, continuation, renewal, amendment or
2 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

15 C. Submission of this certification and disclosure is a
16 prerequisite for making or entering into this Agreement imposed by Section
17 1352, Title 31, USC. Any person who makes an expenditure prohibited under
18 this provision or who fails to file or amend the disclosure form to be filed
19 or amended by this provision, shall be subject to a civil penalty of not less
20 than \$10,000, and not more than \$100,000, for each such failure.

21 41. POLITICAL ACTIVITY

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

25 42. TERMINATION PROVISIONS

26 42.1 ADMINISTRATOR may terminate this Agreement without penalty
27 immediately with cause or after thirty (30) days written notice without cause,
28 unless otherwise specified. Notice shall be deemed served on the date of

1 mailing. Cause shall include but not be limited to any breach of contract,
2 any partial misrepresentation whether negligent or willful, fraud on the part
3 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
4 reasonable control, and repeated or continued violations of COUNTY ordinances
5 unrelated to performance under this Agreement that in the reasonable opinion
6 of COUNTY indicate a willful or reckless disregard for COUNTY laws and
7 regulations. Exercise by ADMINISTRATOR of the right to terminate this
8 Agreement shall relieve COUNTY of all further obligations under this
9 Agreement.

10 42.2 For ninety (90) calendar days prior to the expiration date of this
11 Agreement, or upon notice of termination of this Agreement ("Transition
12 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
13 transfer of service responsibilities, active case records, and pertinent
14 documents. The Transition Period may be modified as agreed upon in writing by
15 the Parties. During the Transition Period, service and data access shall
16 continue to be made available to COUNTY without alteration. CONTRACTOR also
17 shall assist COUNTY in extracting and/or transitioning all data in the format
18 determined by COUNTY.

19 42.3 In the event of termination of this Agreement, cessation of
20 business by CONTRACTOR or any other event preventing CONTRACTOR from
21 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
22 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
23 requested to do so on such media as reasonably requested by COUNTY, even if
24 COUNTY is then or is alleged to be in breach of this Agreement.

25 42.4 The obligations of COUNTY under this Agreement are contingent upon
26 the availability of Federal and/or State funds, as applicable, for the
27 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
28 for the services hereunder in the budget approved by the Orange County Board

1 of Supervisors each fiscal year this Agreement remains in effect or operation.
2 In the event that such funding is terminated or reduced, ADMINISTRATOR may
3 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
4 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
5 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
6 notification of such determination. CONTRACTOR shall immediately comply with
7 ADMINISTRATOR's decision.

8 42.5 If any term, covenant, condition, or provision of this Agreement
9 or the application thereof is held invalid, void, or unenforceable, the
10 remainder of the provisions in this Agreement shall remain in full force and
11 effect and shall in no way be affected, impaired, or invalidated thereby.

12 43. GOVERNING LAW AND VENUE

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

22 44. SIGNATURE IN COUNTERPARTS

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

26 CONTRACTOR represents and warrants that the person executing this
27 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
28 actual authority to bind CONTRACTOR to each and every term, condition and

1 obligation of this Agreement and that all requirements of CONTRACTOR have been
2 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: _____
KHOULOU BUSTAMI
BOARD PRESIDENT
ACCESS CALIFORNIA SERVICES

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

Dated: _____

Dated: _____

By: _____
MINZAH MALIK
BOARD SECRETARY
ACCESS CALIFORNIA SERVICES

Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ACCESS CALIFORNIA SERVICES
8 FOR THE PROVISION OF REFUGEE SOCIAL SERVICES
9 ~~AND~~
10 ~~REFUGEE HEALTH SERVICES~~

11 1. POPULATION TO BE SERVED

12 1.1 CONTRACTOR shall provide services to individuals who qualify as
13 “Afghan or Iraqi alien granted Special Immigration Status (SIV) under section
14 101(a) (27) of the Immigration and Nationality Act (INA),” “Refugees,”
15 “Asylees,” “Cuban and Haitian Entrants,” “Amerasians,” “Trafficking Victims,”
16 and “Parolees” as defined below. The population to be served will
17 collectively be referred to as “CLIENTs.”

18 1.1.1 Afghan or Iraqi alien granted Special Immigration Status
19 (SIV) under section 101(a) (27) of the INA: Afghan and Iraqi Special
20 Immigrants are displaced persons from Afghanistan and Iraq admitted to the
21 U.S. with Special Immigrant Visas (SIVs). These Afghans and Iraqis were
22 employed by or assisted the U.S. Armed Forces with translation and other
23 services.

24 1.1.2 Amerasians: Persons born in Vietnam after January 1,
25 1962, and before January 1, 1976, and fathered by a U.S. citizen. The
26 Amerasian’s mother, her spouse, her other children or someone who has acted as
27 the Amerasian’s mother, father or next of kin (and the spouse and children of
28 that person) are also included in this category. These CLIENTs are admitted

1 to the U.S. as immigrants pursuant to Section 584 of the Foreign Operations,
2 Export Financing, and Related Programs Appropriations Act of 1988 as contained
3 in Section 101(e) of Public Law 100-202 and amended by the 9th proviso under
4 Migration and Refugee Assistance in Title II of the Foreign Operations, Export
5 Financing, and Related Programs Appropriations Act of 1989 (Pub. L. No. 100-
6 461 as amended).

7 1.1.3 Asylees: Persons as defined in the Immigration and
8 Nationality Act (INA), 101 (1) (a) (42); 8 USC 1101 (a) (42) (a). An asylee
9 is a person who travels on his/her own to the U.S., and applies for and is
10 granted "asylum" status by the U.S. Citizenship and Immigration Services,
11 which allows them to remain in the U.S. An asylee also meets the refugee
12 definition as a person having no nationality, is outside of the country in
13 which that person habitually resided, "and who is unable or unwilling to
14 return to, and is unable or unwilling to avail himself or herself of the
15 protection of, that country because of persecution or a well-founded fear of
16 persecution on account of race, religion, nationality, membership in a
17 particular social group, or political opinion." Asylees must be at least
18 eighteen (18) years of age and not full-time students in primary or secondary
19 school.

20 1.1.4 Cuban and Haitian Entrants: Defined under 45 CFR 401.2
21 as: (a) any individual granted parole status as a Cuban/Haitian Entrant
22 (Status Pending) or granted any other special status subsequently established
23 under the immigration laws for nationals of Cuba and Haiti, regardless of the
24 status of the individual at the time assistance or services are provided; and
25 (b) any other national of Cuba or Haiti (1) who: (i) was paroled in the U.S.
26 and has not yet acquired any other status under the INA; (ii) is the subject
27 of exclusion or deportation proceedings under the INA; or (iii) has an
28 application for asylum pending with the U.S. Citizenship and Immigration

1 Services; and (2) with respect to whom a final, non-appealable, and legally
2 enforceable order of deportation or exclusion has not been entered.

3 1.1.5 Refugees: Persons as defined in 8 USC 1101 (a) (42) (A).
4 A refugee is a “person who is outside any country of such person’s nationality
5 or, in the case of a person having no nationality, is outside any country in
6 which such persons habitually resided, and who is unable or unwilling to
7 return to, and is unable or unwilling to avail himself or herself of the
8 protection of, that country because of persecution or a well-founded fear of
9 persecution on account of race, religion, nationality, membership of a
10 particular social group, or political opinion.” Refugees must be at least
11 eighteen (18) years of age and not full-time students in primary or secondary
12 schools.

13 1.1.6 Trafficking Victims: Adults who have been certified under
14 the Trafficking Protection Act of 2000 by the Office of Refugee Settlement
15 (ORR) as having experienced severe forms of trafficking. Severe forms of
16 trafficking is defined as: (A) sex trafficking in which a commercial sex act
17 is induced by force, fraud or coercion, (B) the recruitment, harboring,
18 transportation, provision, or obtaining of a person for labor or services,
19 through the use of force, fraud, or coercion for the purpose of subjection to
20 involuntary servitude, peonage, debt bondage, or slavery. Family members
21 accompanying/following to join victims of a severe form of trafficking, who
22 have been granted nonimmigrant visas under 8 USC 1101(a)(15)(T)(ii), are
23 eligible to the same benefits and services as refugees.

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

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1 1.1.7 Individuals paroled as refugees under section 212(d) (5)
2 under the Immigration and Nationality Act (INA): Paroled as a refugee is a
3 category of parole, however, these individuals do not have refugee status and
4 are not admitted to the United States in refugee status but rather parolees,
5 and may receive Refugee Resettlement Program benefits and services to the same
6 extent as refugees.

7 1.2 It is mutually understood that only CLIENTs who have resided in
8 the United States (U.S.) for less than five (5) years are eligible to receive
9 services under the Refugee Social Services (RSS) program, unless ADMINISTRATOR
10 is granted a waiver by the Office of Refugee Resettlement (ORR), which will
11 permit ADMINISTRATOR to serve CLIENTs who have not obtained citizenship,
12 regardless of length of residency in the U.S.

13 2. PROGRAM GOALS

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

20 3. DEFINITIONS

21 3.1 CalWORKs: California Work Opportunity and Responsibility to Kids
22 Act of 1997 as described in WIC, Section 11200 et seq.

23 3.2 Employment Support Services/Job Retention Services: Services
24 provided to increase the likelihood of securing employment, retaining
25 employment, and increasing income, thereby reducing assistance payments and
26 recidivism, while promoting Family stability and economic self-sufficiency.

27 3.3 Employment Preparation Workshops (EPW): Provides techniques to
28 enhance employability through group presentations and individual support in

1 coaching and development of interviewing skills, resume writing and
2 application assistance, access to job leads, employer recruitments, and Job
3 Fairs, one-on-one coaching, and employability assessments. Employment
4 preparation shall include access to employment directed resources such as
5 computers, copy and fax machines, telephones, computer training, and workplace
6 acculturation training to address certain employment related social adjustment
7 topics.

8 3.4 English Language Training (ELT): An instruction course, in
9 English, for non-native English speakers with an emphasis on acquisition of
10 survival and employment-related reading, writing, listening, and speaking
11 skills.

12 3.5 Ethnic Community Based Organizations (ECBOs): Community based
13 organizations established and operated by current or former refugees. The main
14 focus of these organizations is to provide assistance to other refugees.

15 3.6 Family: CLIENT and his/her relatives living in the same household,
16 or a married couple.

17 3.7 Family Self-Sufficiency Plan (FSSP): A plan that not only focuses
18 on tangible barriers to employment but also incorporates other areas of
19 potential need. The Plan addresses a CLIENT's/Family's need for employment-
20 related services, as well as the need for other social services, and includes:
21 (1) a determination of the total amount of income a particular Family would
22 need to earn to exceed its Refugee Cash Assistance (RCA) and move into self-
23 sufficiency without suffering a monetary penalty; (2) a strategy and timetable
24 for obtaining that level of Family income through the placement in employment
25 of sufficient numbers of employable Family members at sufficient wage levels;
26 and, (3) employability plans for members of the same Family that are part of
27 the Family Self-Sufficiency Plan.

28 3.8 Job Placement: The entry of CLIENTs into unsubsidized employment.

1 3.9 Job Ready: Individuals who possess the language skills to meet the
2 minimum requirements to look for and accept employment, possess a Social
3 Security number, and Employment Authorization Document (EAD) which is
4 authorization to accept employment in the US.

5 3.10 Job Search Assistance: Services that provide the CLIENT with
6 training to learn basic job seeking and interviewing skills, to understand
7 employer expectations, and to learn skills designed to enhance an individual's
8 capacity to move toward self-sufficiency.

9 3.11 Job Search: An activity in which the CLIENT's principal activity
10 is to seek employment.

11 3.12 Mandatory Referrals: CLIENTs receiving RCA who are required to
12 participate in an employment services program in order to continue to receive
13 RCA.

14 3.13 Mandatory Work Registration and Sanctioning System: Requirements
15 in the CDSS County Refugee Program Guidelines for RSS, used for determining
16 eligibility for RCA, determining if a CLIENT must be considered a Mandatory
17 Referral for Employment Services, explaining to a CLIENT his/her rights and
18 responsibilities, and determining procedures when a CLIENT is not
19 participating or not cooperating. The County Refugee Program Guidelines for
20 RSS can be found at:

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

23 3.14 On-the-Job-Training (OJT): Subsidized employment in which a CLIENT
24 receives job skills training from an employer. At the end of the training it
25 is expected that the CLIENT will be retained by the employer.

26 3.15 Other Employability Services: Employability assessment, child
27 care, transportation, and interpretation/translation.

28 3.16 Part-Time Placement: RCA recipients working less than thirty-two

1 (32) hours per week.

2 3.17 Refugee Cash Assistance (RCA): An assistance program administered
3 by state public welfare programs for newly arrived CLIENTs who do not meet the
4 eligibility requirements for CalWORKs assistance or Supplemental Security
5 Income (SSI).

6 3.18 Resettlement Agency (RA): A local community agency, which provides
7 resettlement assistance and services to eligible CLIENTs.

8 3.19 Vocational English as a Second Language (VESL): English language
9 instruction that provides the CLIENT with the language skills needed to seek,
10 obtain, and maintain employment.

11 4. SERVICE DELIVERY MODEL

12 4.1 Program Objectives:

13 4.1.1 RSS is the process by which a Case Manager works directly
14 with the CLIENT to assess the CLIENT's education, work experience and
15 vocational skills, and subsequently determines the appropriate means for the
16 CLIENT to obtain employment as quickly as possible. The Case Manager provides
17 social work and employment related services to CLIENTs consistent with best
18 practices that will assist CLIENTs in obtaining employment and address any
19 barriers that may prevent them from achieving or maintaining economic self-
20 sufficiency.

21 4.2 Principles:

22 CONTRACTOR shall:

23 4.2.1 Ensure services are conducted in a manner responsive to
24 literacy, language, and socio-cultural issues that may impact
25 CLIENTs/Families.

26 4.2.2 Be trained in cultural differences to ensure their
27 ability to recognize and help CLIENTs who demonstrate language or cultural
28 barriers to employment, including resistance to pursuing employment in

1 occupations that may be perceived as nontraditional;

2 4.2.3 Identify and be cognizant of the barriers related to
3 domestic violence, mental health, and/or substance abuse issues, and provide
4 services or make the appropriate referrals to address the barrier.

5 4.2.4 Ensure CLIENTs/Families are actively referred to needed
6 services and follow-up to ensure the referral was successful;

7 4.2.5 Ensure opportunities are maximized to provide integrated,
8 coordinated, and easily accessible resources for CLIENTs/Families;

9 4.2.6 Ensure services are community-based and provide
10 integrated services that coordinate Federal, State, and community funding
11 opportunities;

12 4.2.7 Identify CLIENT's strengths utilizing motivational and
13 strength-based techniques; and

14 4.2.8 Ensure services are outcome-driven and identify
15 indicators that accurately reflect progress towards outcomes identified in
16 Subparagraph 5 of this Exhibit A.

17 4.3 Hours of Operation

18 4.3.1 CONTRACTOR shall provide service hours that are
19 responsive to the needs of the target population(s) as determined by
20 ADMINISTRATOR. At a minimum, CONTRACTOR must provide services Monday through
21 Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by
22 the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to
23 provide the contracted services on holidays, whenever possible.

24 4.3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's
25 holiday schedule which is as follows: New Year's Day, Martin Luther King Day,
26 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
27 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after
28 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written

1 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
2 schedule or the hours in Subparagraph 4.3.1. Any unauthorized closure shall
3 be deemed a material breach of this Agreement, pursuant to Paragraph 18, and
4 shall not be reimbursed.

5 5. PERFORMANCE REQUIREMENTS

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

8 5.1 For the period of October 1, 2017 through September 30, 2018:

9 5.1.1 A minimum of forty percent (40%) of all unduplicated
10 CLIENTS (aided and non-cash aided) identified in Subparagraph 6.1.1 are placed
11 in either full time or part time employment.

12 5.1.2 A minimum of sixty percent (60%) of all unduplicated Job
13 Ready CLIENTS (aided and non-cash aided) identified in Subparagraph 6.1.1 are
14 placed in either full time or part time employment.

15 5.1.3 A minimum of eighty-five percent (85%) of the
16 unduplicated CLIENTS identified in Subparagraph 5.1.1 and 5.1.2 retain
17 employment for ninety (90) days.

18 5.1.4 A minimum of twenty percent (20%) of the total
19 unduplicated CLIENTS identified in Subparagraph 5.1.1 and 5.1.2 obtain an
20 average wage of at least eighteen percent (18%) above the prevailing
21 California minimum wage.

22 5.2 For the period of October 1, 2018 through September 30, 2019:

23 5.2.1 A minimum of forty-five percent (45%) of the all
24 unduplicated CLIENTS (aided and non-cash aided) identified in Subparagraph
25 6.1.1 are placed in either full time or part time employment.

26 5.2.2 A minimum of sixty-five percent (65%) of all unduplicated
27 Job Ready CLIENTS (aided and non-cash aided) identified in Subparagraph 6.1.1
28 are placed in either full time or part time employment.

1 5.2.3 A minimum of eighty-five percent (85%) of the
2 unduplicated CLIENTs identified in Subparagraph 5.2.1 and 5.2.2 retain
3 employment for ninety (90) days.

4 5.2.4 A minimum of twenty percent (20%) of the total
5 unduplicated CLIENTs identified in Subparagraph 5.2.1 and 5.2.2 obtain an
6 average wage of at least eighteen percent (18%) above the prevailing
7 California minimum wage.

8 5.3 For the period of October 1, 2019 through September 30, 2020:

9 5.3.1 A minimum of fifty percent (50%) of the all unduplicated
10 CLIENTs (aided and non-cash aided) identified in Subparagraph 6.1.1 are placed
11 in either full time or part time employment.

12 5.3.2 A minimum of seventy percent (70%) of all unduplicated
13 Job Ready CLIENTs (aided and non-cash aided) identified in Subparagraph 6.1.1
14 are placed in either full time or part time employment.

15 5.3.3 A minimum of eighty-five percent (85%) of the
16 unduplicated CLIENTs identified in Subparagraph 5.3.1 and 5.3.2 retain
17 employment for ninety (90) days.

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

22 5.4 ADMINISTRATOR, in its sole discretion, may require changes to the
23 outcome objectives stated above, to comply with any changes in law, or State
24 or Federal regulations.

25 6. SERVICES TO BE PROVIDED

26 6.1 Employment Services

27 6.1.1 CLIENTs to be served will be non-cash and cash aided
28 CLIENTs who have been in the U.S. for sixty (60) months or less. Pursuant to

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

17 6.1.2 Intake and Assessment

18 CONTRACTOR shall:

19 6.1.2.1 Accept and provide Employment Services to all
20 CLIENTs referred by ADMINISTRATOR.

21 6.1.2.2 Serve non-cash aided CLIENTs referred from
22 public and private agencies, and self-referrals, if there are openings after
23 all CLIENTs referred by ADMINISTRATOR have been served.

24 6.1.2.3 Verify eligibility of CLIENTs for services by
25 viewing and photocopying, as appropriate, resident alien cards, U.S.
26 Citizenship and Immigration Services I-94 forms, asylum approval letters,
27 trafficking victim Federal certification letters, T(i) or T(ii) visas,
28 drivers' licenses, and proof of residence in Orange County.

1 6.1.2.4 Provide registration verification,
2 certification, and complete the necessary forms as required by ADMINISTRATOR.

3 6.1.2.5 Explain the Mandatory Work Registration and
4 Sanctioning process to cash aided CLIENTs.

5 6.1.2.6 Administer an ADMINISTRATOR approved version
6 of the Basic English Skills Test (BEST), an assessment that tests for reading
7 and writing skills, to determine the individual's Student Performance Level
8 (SPL).

9 6.1.2.7 Ensure that a cash aided CLIENT with a SPL
10 lower than four (4) is enrolled in VESL classes and also assigned to EPW and
11 Job Counseling as described in Subparagraphs 6.1.3 and 6.1.4 below, in
12 accordance with the FSSP. A CLIENT with a SPL of four (4) shall be referred,
13 as determined appropriate by CONTRACTOR, to VESL or the full range of
14 Employment Services as described in this Paragraph 6. A CLIENT with a SPL
15 level of five (5) or higher shall be referred for the full range of Employment
16 Services, excluding VESL. All CLIENTs with a SPL of five (5) or higher shall
17 immediately start Job Search while attending EPW.

18 6.1.2.8 Assign a Case Manager to each CLIENT to
19 assess his/her potential to obtain employment and develop a FSSP. To the
20 degree possible, CONTRACTOR shall assign all members of a Family to one Case
21 Manager.

22 6.1.2.9 Conduct an orientation of the program
23 requirements for all CLIENTs in their native languages whenever possible and
24 if not, in languages that CLIENTs understand, explaining public assistance
25 (to cash aided CLIENTs), the established grievance procedures, the purpose of
26 the refugee programs, the training and Employment Services available, and the
27 employment focus and goal of these programs.

28 6.1.2.10 Obtain information including, but not limited

1 to, personal data, health status, work history, educational background,
2 language proficiency, job skills, previous training received, length of time
3 in the U.S., and barriers, if any, to training and employment.

4 6.1.2.11 Provide an inclusive assessment of the Family
5 to design a comprehensive service strategy that not only focuses on tangible
6 barriers to employment but also incorporates other areas of potential need.
7 This strategy will form the basis of the FSSP that addresses the Family's
8 needs from the time of arrival until the attainment of economic independence.
9 The FSSP should address the CLIENT's and/or Family's need for employment-
10 related services as well as the need for other social services.

11 6.1.2.12 Develop individual employability plans for
12 each CLIENT and/or Family member.

13 6.1.2.13 Enroll all eligible CLIENTs into Employment
14 Services.

15 6.1.2.14 Encourage non-cash aided CLIENTs to follow
16 the same service flow, if possible. However, since non-cash aided CLIENTs
17 participate voluntarily, CLIENTs may opt to attend EPW, instead of following
18 the service flow, prior to Job Placement.

19 6.1.2.15 Determine which of the services outlined in
20 Paragraph 6 of this Exhibit A, or other available services the CLIENT/Family
21 needs that support the FSSP, and include these services in the FSSP.

22 6.1.2.16 Assess Employment Support Services needs such
23 as, but not limited to, acculturation, household budgeting, housing, and
24 nutritional concerns.

25 6.1.3 EPW, Resources, and Transportation

26 CONTRACTOR shall:

27 6.1.3.1 Provide multi-leveled EPW, a minimum of once
28 a week for CLIENTs. Topics of workshops shall have prior approval by

1 ADMINISTRATOR.

2 6.1.3.2 Include additional workshop sessions to
3 address certain employment related social adjustment topics such as different
4 cultures in American society, cultural conflicts at the work place, housing,
5 health care, legal services, vocational training, work safety, and employee's
6 rights. To promote self-sufficiency, CONTRACTOR shall utilize guest speakers
7 during the workshops to present best practices and experiences in the
8 employment services process. Guest speakers shall be from ECBOs and
9 Community-Based Organizations (CBO), and former CLIENTS.

10 6.1.3.3 Establish access to resources for CLIENTS to
11 practice skills learned in EPW. Resources shall include, but not be limited
12 to, telephones, directories, newspapers, DVDs, videotapes, personal computers,
13 recorders, and other tools to facilitate activities in practicing skills
14 learned in EPW.

15 6.1.3.4 Provide transportation to interviews and job
16 fairs, accompany CLIENTS to oversee completion of employment applications, and
17 assist with translation during interviews as needed.

18 6.1.4 Job Counseling and Job Search Assistance

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

23 CONTRACTOR shall:

24 6.1.4.1 Ensure CLIENTS employed less than thirty-two
25 (32) hours per week are participating in additional Employment Services
26 activities, in accordance with Subparagraphs 6.1 of this Exhibit A, provided
27 that such services do not interfere with the CLIENT's job.

28 6.1.4.2 Maintain weekly contacts with CLIENTS in

1 order to monitor Job Search efforts/outcomes.

2 6.1.4.3 Identify and address barriers to employment
3 and monitor progress on a weekly basis.

4 6.1.4.4 Conduct weekly individualized support
5 sessions to build CLIENT's confidence in applying and interviewing for jobs
6 and discuss job search activities and experiences, to offer tips, and to
7 provide new strategies for approaching potential employers.

8 6.1.4.5 Provide personalized Job Search Assistance
9 and Job Retention Services with orientation and awareness of the local job
10 market and direction in locating job opportunities.

11 6.1.4.6 Provide Job Counseling to assist partially or
12 temporarily employed CLIENTs to upgrade to full-time employment.

13 6.1.4.7 Provide job leads to increase skills and/or
14 earnings.

15 6.1.4.8 Develop a Job Search Assistance plan that
16 requires CLIENTs to file a minimum of five (5) job applications per week with
17 potential employers, and conduct a minimum of one (1) contact with CONTRACTOR
18 per week. CLIENTs enrolled in VESL are exempt from the requirement of filing a
19 minimum of five (5) job applications per week until they begin their fifth
20 (5th) month in the U.S. VESL CLIENTs can be provided job leads per
21 Subparagraph 6.1.4.7 if their job and language skills meet the minimum
22 requirements for the required job duties.

23 6.1.5 Short-Term Skills Training (ST)

24 CONTRACTOR shall:

25 6.1.5.1 Evaluate and refer CLIENTs for ST offered by
26 providers such as adult education centers, regional occupational programs, and
27 community colleges.

28 6.1.5.2 Monitor CLIENTs attendance in training

1 programs not provided by CONTRACTOR, including obtaining attendance records:
2 and identify and address barriers to program completion.

3 6.1.5.3 Document attendance and ensure ST programs do
4 not exceed four (4) months.

5 6.1.6 Job Development and Placement

6 CONTRACTOR shall:

7 6.1.6.1 Provide CLIENTs with job leads and
8 information regarding potential employers and prepare CLIENTs for job
9 application completion and job interviews, including providing CLIENTs with
10 clear expectations of potential job duties, and hours of employment to enhance
11 successful job placement.

12 6.1.6.2 Provide individualized services to CLIENTs at
13 the Resource Center as described in Subparagraph 7.2 of this Exhibit A.

14 6.1.6.3 Secure and/or provide any necessary
15 transportation to potential employment sites and interviews, exploring
16 employer-sponsored car pools, placing Family members in staggered shifts to
17 alleviate transportation issues, and developing jobs accessible by public
18 transportation.

19 6.1.6.4 Serve as a liaison and support between
20 CLIENTs and employers.

21 6.1.6.5 Monitor CLIENTs during probationary period of
22 employment, assess compatibility with employer, and problem solve as needed.

23 6.1.7 Employment Support, Job Retention Services, and Other
24 Employability Services

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

1 6.1.7.1 Individualized or group vocational counseling
2 offered during regular business and non-business hours to meet the needs of
3 employed CLIENTs and to assist them to retain employment, or to increase
4 earning capacity by identifying opportunities for advancement, learning new
5 skills, upgrading present skills, finding better paying jobs, replacing lost
6 jobs, and helping Part-Time employed CLIENTs to secure full-time positions.

7 6.1.7.2 Services that address issues and barriers to
8 attaining self-sufficiency that may range from referral for resolution of
9 behavioral health issues to facilitation of emergency services and access to
10 available community resources.

11 6.1.7.3 Ongoing support and translation services to
12 CLIENT and employer to resolve problems that CLIENTs may face at the work
13 place such as conflicts with co-workers of different ethnic groups and
14 maximize the effectiveness of the placement and help to maintain a positive
15 image within the local labor market.

16 6.1.7.4 Follow-up by contacting with employed CLIENTs
17 after the first week to determine their job satisfaction, to identify and help
18 solve problems, and to generally provide further employment counseling.

19 6.1.7.5 Follow-up by contacting the CLIENT/Family
20 after placement to determine retention and assess the CLIENT's/Family's
21 progress towards the goal of self-sufficiency within the following:

22 6.1.7.5.1 Conduct a follow-up by contacting the
23 CLIENT(s)/family thirty (30) and sixty (60) calendar days after placement to
24 assess the individual's/family's progress toward the goal of self-sufficiency.
25 Should a CLIENT loses his/her job, provide supportive counseling to prevent
26 the CLIENT from experiencing a sense of failure and to encourage efforts to
27 seek employment again.
28

1 6.1.7.5.2 Contact the employers and/or
2 CLIENT(s)/family ninety (90) calendar days after placement to determine
3 retention and assess the individual's/family's progress toward the goal of
4 self-sufficiency.

5 6.1.7.5.3 After six months (180 days) of
6 employment, the Employment Counselor will contact employers as well as the
7 employee to ensure the CLIENT(s) is making satisfactory progress in the job.
8 The Employment Counselor will then complete and close the CLIENT's file, the
9 placement will have been successful and report to SSA.

10 6.1.7.6 Retain an active CLIENT file for a period of
11 twelve (12) months from employment or until the termination of this Agreement,
12 whichever occurs first.

13 6.1.7.7 Refer CLIENTs for English Language Training
14 (ELT) and/or Skills Training classes conducted by local educational providers
15 or CONTRACTOR(s) to promote continued education, and to assist the CLIENT in
16 learning new skills or enhance present job skills to increase earnings
17 potential.

18 6.1.8 Vocational English as a Second Language Services (VESL)

19 CONTRACTOR shall:

20 6.1.8.1 Enroll CLIENTs in VESL for a maximum of three
21 (3) months.

22 6.1.8.2 Document attendance in accordance with
23 Subparagraph 8.4 of this Exhibit A.

24 6.1.8.3 Provide classroom training of the English
25 language as it relates to finding, obtaining, and maintaining employment.
26 CLIENTs may be temporarily excused from classes for job interviews when and if
27 appropriate job openings are identified.

28 6.1.8.4 Utilize a curriculum that is ELT correlated

1 with emphasis on job-related terminology.

2 6.1.8.5 Provide instruction for a minimum of fifteen
3 (15) hours per week. Class instruction will be offered during business hours
4 of Monday through Friday, 8:00 a.m. to 5:00 p.m., with instructional offerings
5 during non-business hours to meet the needs of the target population.

6 6.1.8.6 Provide different levels of VESL, as
7 appropriate, to meet CLIENT's needs.

8 6.1.8.7 Integrate monthly workshops, preferably
9 employment related, with VESL classes; workshops and materials must be pre-
10 approved by ADMINISTRATOR.

11 6.1.8.8 Work with school districts and community
12 colleges to secure in-kind contributions of classroom space and/or teachers.
13 If community colleges and school district teachers contribute to less than
14 fifteen (15) hours of instruction per week, CONTRACTOR will mobilize community
15 and CONTRACTOR staff supports to supplement the teachers during the uncovered
16 hours.

17 6.1.8.9 Conduct post testing on all enrollees tested
18 per Subparagraph 6.1.2.6 of this Exhibit A, to document individual progress as
19 well as success of the instruction, and record test results in the CLIENT's
20 file.

21 6.2 Outreach and Referral to Low Income Programs:

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

24 6.2.1 Intake and Assessment

25 CONTRACTOR shall:

26 6.2.1.1 Accept all referrals from SSA, public and
27 private agencies, and self-referrals for CLIENTs.

28 6.2.1.2 Accept cash aided and non-cash aided CLIENTs.

1 6.2.1.3 Solicit eligible CLIENTs on a voluntary
2 basis.

3 6.2.1.4 Verify eligibility for services by viewing
4 and photocopying, as appropriate, resident alien cards, U.S. Citizenship and
5 Immigration Services' I-94 forms, asylum approval letters, trafficking victim
6 Federal certification letters, T(i) or T(ii) visas, driver's licenses, and
7 proof of residence in Orange County.

8 6.2.1.5 Provide registration verification, and
9 complete the necessary forms as required by ADMINISTRATOR.

10 6.2.1.6 Assign a Case Manager to each CLIENT who
11 shall act as an advisor to assess the CLIENT's/Family's needs, and who will
12 inform them of community resources, make appropriate referrals, and follow-up.

13 6.2.1.7 Refer CLIENTs to Low Income Programs, as
14 described in Subparagraph 6.2.3.1 of this Exhibit A, and follow up to confirm
15 outcome of referral. Make any additional referrals for services as needed.

16 6.2.1.8 Conduct an orientation on the purpose and
17 goals of the RSS program as described in Subparagraph 2 of this Exhibit A, the
18 available services as described in Paragraph 6 of this Exhibit A, and the
19 Formal Grievance Process as described in Subparagraph 9.7 of this Exhibit A
20 for all CLIENTs in their native language whenever possible, and if not, in a
21 language that the CLIENT understands.

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

1 6.2.2 Outreach

2 CONTRACTOR shall conduct on-going activities to identify
3 and notify CLIENTS/Families of available services, service locations, and how
4 to access the services provided under this Agreement.

5 6.2.3 Referral to Low Income Programs

6 CONTRACTOR shall:

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

17 6.2.3.2 Refer non-cash aided CLIENTS/Families to SSA,
18 the Social Security Administration, or other agencies providing financial
19 assistance as appropriate.

20 6.2.3.3 Provide CLIENTS/Families with community
21 resource materials.

22 6.2.3.4 Provide CLIENTS/Families assistance in
23 enrolling in low income programs by making application forms available and
24 assisting in completion of the forms.

25 6.2.3.5 Follow-up with CLIENTS/Families to ensure
26 referrals to services outside CONTRACTOR's agency were successful.

27 6.3 Interpretation/Translation Services

28 CONTRACTOR shall:

1 6.3.1 Provide CLIENTS/Families interpretation/translation
2 services to assist with enrollment in low-income programs, or make the
3 appropriate referral.

4 6.3.2 Provide CLIENTS/Families legal or medical
5 interpretation/translation services, or make the appropriate referral.

6 6.3.3 Follow-up with CLIENTS referred to services outside the
7 CONTRACTOR's agency.

8 6.4 Mentoring Services

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

12 CONTRACTOR shall:

13 6.4.1 Develop a plan that addresses the CLIENT's/Family's
14 concerns; the need for acculturation and specialized needs; and the need for
15 other social services, such as, but not limited to, Medi-Cal and Cal Fresh.
16 For CLIENTS participating in Employment Services, this strategy should be
17 included as part of the FSSP.

18 6.4.2 Refer CLIENT's/Families as needed to RAs, ECBOs, other
19 service agencies, or other COUNTY contracted service providers, as
20 appropriate, to assist CLIENT's/Families to address barriers including, but
21 not limited to, personal health, Family conflict, housing, and transportation
22 issues.

23 6.5 Older Refugees

24 6.5.1 Citizenship and Naturalization Services

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

1 facilitate self-sufficiency:

2 6.5.2 Outreach, Education, and Translation

3 6.5.2.1 CONTRACTOR shall conduct outreach, and
4 provide education to older refugees on available services and how to obtain
5 these services

6 6.5.2.2 CONTRACTOR shall provide translation and
7 interpretation services to older refugees.

8 6.5.3 Linkages

9 6.5.3.1 CONTRACTOR will establish linkages with local
10 Area Agencies on Aging, to enhance awareness in order to make mainstream
11 senior programs more linguistically and culturally appropriate to older
12 refugees.

13 6.5.4 English Language Training (ELT)

14 6.5.4.1 CONTRACTOR shall provide or refer Older
15 Refugees to ELT specifically designed for Older Refugees who are preparing for
16 naturalization.

17 6.5.5 Citizenship Training

18 CONTRACTOR shall:

19 6.5.5.1 Provide or refer Older Refugees to
20 citizenship classes with a curriculum consisting of integrated instruction in
21 American history and civics. Lessons will include preparation for the U.S.
22 Citizenship and Immigration Services interview.

23 6.5.5.2 Provide training for Older Refugees with an
24 understanding of their basic rights and responsibilities as U.S. citizens.

25 6.5.6 Naturalization Application Assistance

26 CONTRACTOR shall:

27 6.5.6.1 Provide application assistance to facilitate
28 Older Refugees in completing the application process, including appointments

1 to take the written civics and history exams.

2 6.5.7 Transportation

3 CONTRACTOR shall:

4 6.5.7.1 Provide transportation to Older Refugees in
5 need of transportation services to classes and citizenship naturalization
6 services.

7 6.5.7.2 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 30 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 progress, and monitor
22 outcome objectives identified in Subparagraph 5 of this Exhibit A. Data
23 elements shall include, but are not limited to, the following:

24 8.1.2.5 Number of CLIENTs and breakdown of number of
25 CLIENTs by age group, type of service and time elapsed from date of entry in
26 the US;

27 8.1.2.6 Number of unduplicated CLIENTs placed into
28 Employment Services as described in Subparagraph 6.1;

1 8.1.2.7 Number of unduplicated CLIENTs placed into
2 Support Services as described in Subparagraph 6.1.7;

3 8.1.2.8 Number of unduplicated CLIENTs placed into
4 Mentoring Services as described in Subparagraph 6.4;

5 8.1.2.9 Number of unduplicated CLIENTs placed into
6 Citizenship and Naturalization Services as described in Subparagraph 6.5.1;

7 8.1.2.10 Percentage of unduplicated CLIENTs placed in
8 either full or Part-Time employment;

9 8.1.2.11 Percentage of Job Placement with an average
10 starting wage of at least eighteen percent (18%) above the prevailing
11 California minimum wage;

12 8.1.2.12 Percentage of CLIENTs who retain employment
13 for at least ninety (90) days;

14 8.1.2.13 Referrals made and referral outcomes:
15 including subsidized child care and other supportive services;

16 8.1.2.14 Length of time placed in Employment Services;

17 8.1.2.15 Pay rate and length of time of employment
18 retention;

19 8.1.2.16 Statistics regarding characteristics of
20 identified segments of the refugee population;

21 8.1.2.17 Summary of complaints received;

22 8.1.2.18 Program Narrative: Will include activities
23 undertaken to accomplish the annual outcome goals, as well as interim goals
24 achieved within the reporting period, including new program initiative
25 undertaken, plans developed and/or implemented for program improvement and
26 service enhancement;

27 8.1.2.19 Outcomes of supervisory case reviews; and

28 8.1.2.20 Training activities and attendees.

8.2 Communication

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

8.2.2 Written communication shall be used to share case information or changes in a timely manner.

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

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

8.3 Forms

ADMINISTRATOR will provide a 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

1 program requirements. However, internal forms shall be reviewed and approved
2 by ADMINISTRATOR prior to implementation.

3 8.4 Case Narratives

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

10 8.4.1 Date case/referral is received;

11 8.4.2 Current status of the case, including assessment of
12 service needs, actions taken, and status of referrals;

13 8.4.3 Scheduled date and reason for all contacts;

14 8.4.4 Overall plan of CLIENT contact, outcomes, and follow-up
15 dates arranged during contact;

16 8.4.5 Participation hours;

17 8.4.6 Complete and accurate description of the case activity;

18 8.4.7 Issues related to the CLIENT's progress toward the goals
19 established in the FSSP;

20 8.4.8 Identification of any missing information;

21 8.4.9 The closing narrative shall include date and reason for
22 the case being closed and incomplete actions and reasons; and

23 8.4.10 Written or verbal communication with CLIENT.

24 9. PERFORMANCE MONITORING

25 9.1 Quality Control

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

1 ADMINISTRATOR by November 1, 2017. The Quality Control Plan shall be in
2 effect throughout the term of this Agreement and shall be updated as needed
3 and submitted to ADMINISTRATOR for approval before changes are implemented.

4 9.1.1 The Quality Control Plan shall include, but not be
5 limited to, the following:

6 9.1.1.1 The method for ensuring the services,
7 deliverables, and requirements are being provided as defined in this
8 Agreement;

9 9.1.1.2 The method for assuring that the professional
10 staff rendering services under this Agreement have the necessary
11 qualifications;

12 9.1.1.3 The method for assuring all staff receives
13 initial and ongoing training for implementation of Paragraph 6 of this Exhibit
14 A;

15 9.1.1.4 The method for identifying and preventing
16 deficiencies in the quality of service;

17 9.1.1.5 The method for providing ADMINISTRATOR with a
18 copy of CONTRACTOR case reviews, and a clear description of any corrective
19 action taken to resolve identified problems;

20 9.1.1.6 Items/areas to be inspected on either a
21 scheduled or unscheduled basis, how often inspections will be accomplished,
22 and the title of the individual(s) who will perform the inspections;

23 9.1.1.7 Specific methods for identifying and
24 preventing deficiencies in the quality of service performed, before the level
25 of performance becomes unacceptable;

26 9.1.1.8 Maintenance of a file of all inspections
27 conducted by CONTRACTOR and, if necessary, the corrective action taken; and

28 9.1.1.9 Method for continuing services in the event

1 of an emergency, such as a strike by CONTRACTOR's employees or a natural
2 disaster.

3 9.2 Case Reviews and Audits

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

13 9.2.1 Mandated reviews to meet State reporting requirements for
14 RSS;

15 9.2.2 Reviews to meet Refugee Program Bureau requirements for
16 RSS; and

17 9.2.3 COUNTY, State, and Federal audits.

18 9.3 Supervisor Reviews

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

23 9.3.1 Overall case management and application of RSS rules and
24 regulations.

25 9.3.2 CLIENT's participation hours, case discrepancies, and any
26 other identified corrective actions required.

27 9.3.3 Narration (s) in the case record, including, but not
28 limited to:

1 9.3.3.1 Summary of the case review findings, and

2 9.3.3.2 Strategy recommendations to assist the CLIENT
3 in achieving FSSP positive outcomes.

4 9.4 Contractor Performance Monitoring

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

12 9.4.1 Monthly reviews of CONTRACTOR's case management
13 performance and implementation of best practices to achieve outcomes.
14 ADMINISTRATOR will review CONTRACTOR cases and applicable data reports to
15 ensure compliance with the RSS requirements:

16 9.4.2 Periodic site visits;

17 9.4.3 Random sampling of program activities including a review
18 of case files each month;

19 9.4.4 Activity checklists and random observations;

20 9.4.5 Inspection of output items on a periodic basis as deemed
21 necessary;

22 9.4.6 Review of CONTRACTOR's statistical reports;

23 9.4.7 RSS participant complaints; and

24 9.4.8 Service provider complaints or reports.

25 9.4.9 When it is determined that services were not performed in
26 accordance with the requirements of this Agreement during the review period,
27 ADMINISTRATOR may require corrective action plans. CONTRACTOR shall, within
28 the time period specified in any such corrective action plan, remedy the

1 performance defects. Performance evaluation meetings will be conducted as
2 deemed necessary by ADMINISTRATOR. Nothing in this section shall limit the
3 COUNTY's ability to terminate this agreement pursuant to Paragraph 42.

4 9.5 Handling Complaints

5 CONTRACTOR shall:

6 9.5.1 Develop, operate and maintain procedures for receiving,
7 investigating and responding to provider and CLIENT complaints, including
8 Civil Rights complaints, requests for reviews by ADMINISTRATOR, negative
9 comments and other complaints relating to services provided under this
10 Agreement.

11 9.5.2 Maintain a log for identification and response to
12 CLIENTS' complaints. When complaints cannot be resolved informally, a system
13 of follow-through shall be instituted which adheres to formal plans for
14 specific actions. Responses to complaints should occur within two (2)
15 business days, unless otherwise authorized by ADMINISTRATOR.

16 9.5.3 For Civil Rights complaints, refer to Subparagraph 8.6.2
17 of this Agreement.

18 9.5.4 When CONTRACTOR believes any complaint may have legal
19 implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint
20 immediately to ADMINISTRATOR prior to responding to the complaint. In the
21 event any such complaint pertains to an injury or property damage, CONTRACTOR
22 shall follow the provisions as set forth in Subparagraph 13.1 of this
23 Agreement.

24 9.5.5 CONTRACTOR shall provide to ADMINISTRATOR, in a form
25 approved by ADMINISTRATOR, information pertaining to complaints, as well as
26 CONTRACTOR's response to any complaints as described above within ten (10)
27 business days of the complaint, except as provided in Subparagraph 9.5.4.
28 CONTRACTOR shall provide a summary of all complaints and/or negative comments

1 as prescribed and on a format approved by ADMINISTRATOR. Complaints include,
2 but are not limited to, complaints from CLIENTs, other COUNTY contracted
3 service providers, community organizations, and the public.

4 9.6 Fraud Investigation Referrals

5 If RCA eligibility fraud is suspected, CONTRACTOR staff shall
6 inform ADMINISTRATOR within 48 hours of awareness of any suspected fraud.

7 9.7 Formal Grievance Process and State Hearing

8 9.7.1 CONTRACTOR shall inform each CLIENT of his or her
9 grievance, State Hearing and Civil Rights, and of his or her right to request
10 a review by a COUNTY worker of a grievance should the CLIENT disagree with an
11 action made by the CONTRACTOR.

12 9.7.2 Grievance Rights and Civil Rights notices, in multiple
13 languages, shall be posted in RSS office(s) where all CLIENTs can easily see
14 them, in accordance with Subparagraph 8.6 of this Agreement.

15 9.7.3 CONTRACTOR shall attend COUNTY Formal Grievance Hearings
16 and State Hearings when requested, and comply with the decisions of the
17 Hearing Officers. All actions involving the Formal Grievance Process and
18 State Hearings shall be properly documented by CONTRACTOR.

19 10. OUTSIDE CONTACTS

20 CONTRACTOR shall:

21 10.1 Immediately inform ADMINISTRATOR of any inquiry from an elected
22 official, their representative, participant representative, or the press, and
23 immediately provide information in order for ADMINISTRATOR to respond.

24 10.2 Consult with ADMINISTRATOR prior to initiating contact with a
25 participant representative or the press.

26 10.3 Inform ADMINISTRATOR prior to initiating contact with an elected
27 official or their representative.

28 ///

1 11. COORDINATION

2 11.1 CONTRACTOR must jointly host regular coordination meetings with
3 ADMINISTRATOR and CONTRACTOR's staff to coordinate procedures, review program
4 operations, and solve problems.

5 12. FACILITY

6 CONTRACTOR shall:

7 12.1 Provide its own facility for CONTRACTOR's administrative functions
8 and programmatic functions of administering services pursuant to this
9 Agreement. COUNTY has the right to approve or disapprove of CONTRACTOR's
10 facility and location;

11 12.2 Ensure that proposed facility location(s) are accessible to public
12 transportation for CLIENTs from throughout Orange County;

13 12.3 Not require participants to travel more than two (2) hours round
14 trip to obtain services;

15 12.4 Maintain an Accessibility Plan that describes how participants
16 located throughout Orange County can easily get to the sites;

17 12.5 Provide parking spaces for participants' free and exclusive use;

18 12.6 Provide parking for disabled persons in accordance with the
19 Americans with Disabilities Act, and any other rules or statutes relating to
20 parking for disabled persons;

21 12.7 CONTRACTOR shall provide space for the provision of services under
22 this Agreement at the minimum at the following site:

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

24 12.8 CONTRACTOR's facilities shall be safe, clean structures and
25 maintained in compliance with all applicable laws, rules, regulations,
26 building codes, statutes, and orders, as they now exist or may be subsequently
27 amended. CONTRACTOR shall provide all repair, maintenance, and janitorial
28 services to all premises on a five-day-per-week basis, subject to the

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

5 12.9 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to
 6 the facility (ies) and location(s) where services shall be provided without
 7 changing COUNTY's maximum obligation.

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, 2017 through September 30, 2018:

12 SALARIES AND EMPLOYEE BENEFITS

13 Direct Service Positions ⁽³⁾

14	Subtotal Direct Service Positions	366,402
15	Benefits ⁽¹⁾	<u>58,624</u>
16	Subtotal Direct Service Positions and Benefits	\$425,026

17 Administrative Positions⁽²⁾

18	Subtotal Administrative Salaries	13,906
19	Benefits ⁽¹⁾	2,225
20	Subtotal Administrative Salaries and Benefits	<u>\$16,131</u>

21	TOTAL SALARIES & EMPLOYEE BENEFITS	\$441,157
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22 Services and Supplies

23	Services	\$3,000
24	Supplies	<u>\$6,533</u>
25	TOTAL SERVICES and SUPPLIES	\$9,533

26 Operating Expenses

27	Operating Expenses	<u>\$49,310</u>
28	TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$58,843

1 TOTAL ALLOWABLE COSTS October 1, 2017 through September 30, 2018 \$500,000

2 Budget for Period of October 1, 2018 through September 30, 2019:

3 SALARIES AND EMPLOYEE BENEFITS

4 Direct Service Positions ⁽³⁾

5 Subtotal Direct Service Positions 366,402

6 Benefits ⁽¹⁾ 58,624

7 Subtotal Direct Service Positions and Benefits \$425,026

8 Administrative Positions ⁽²⁾

9 Subtotal Administrative Salaries 13,906

10 Benefits ⁽¹⁾ 2,225

11 Subtotal Administrative Salaries and Benefits \$16,131

12 TOTAL SALARIES & EMPLOYEE BENEFITS \$441,157

13 Services and Supplies

14 Services \$3,000

15 Supplies \$6,533

16 TOTAL SERVICES and SUPPLIES \$9,533

17 Operating Expenses

18 Operating Expenses \$49,310

19 TOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES \$58,843

20 TOTAL ALLOWABLE COSTS October 1, 2018 through September 30, 2019 \$500,000

21 Budget for Period of October 1, 2019 through September 30, 2020:

22 SALARIES AND EMPLOYEE BENEFITS

23 Direct Service Positions ⁽³⁾

24 Subtotal Direct Service Positions 366,402

25 Benefits ⁽¹⁾ 58,624

26 Subtotal Direct Service Positions and Benefits \$425,026

27 Administrative Positions ⁽²⁾

28 Subtotal Administrative Salaries 13,906

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

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

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

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

13.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the

1 level of service to be provided by CONTRACTOR. Further, in accordance with
2 Subparagraph 42 of this Agreement, in the event ADMINISTRATOR reduces the
3 maximum obligation as stated in Subparagraph 19.1 , CONTRACTOR and
4 ADMINISTRATOR may mutually agree in writing to proportionately reduce the
5 service goals as set forth in this Exhibit.

6 14. CONTRACTOR STAFF

7 14.1 Recruitment and Hiring Practices

8 14.1.1 CONTRACTOR shall use a formal recruitment plan, which
9 complies with Federal and State employment and labor regulations. CONTRACTOR
10 shall hire staff with the education and experience necessary to appropriately
11 perform all functions.

12 14.1.2 CONTRACTOR shall give priority consideration to qualified
13 job-ready RSS CLIENTs when filling vacant positions funded by this Agreement.

14 14.2 Language Diversity

15 14.2.1 CONTRACTOR shall employ or subcontract staff with
16 experience in placing CLIENTs with a limited English vocabulary in an
17 environment that facilitates the development of the English language.
18 CONTRACTOR's staff shall be able to read, write, speak, and understand
19 English. CONTRACTOR shall provide bilingual staff to serve CLIENTs in the
20 language they speak. The ratio of bilingual staff shall be consistent with and
21 proportional to the target population, as determined by ADMINISTRATOR. In
22 addition, CONTRACTOR shall be required to provide translation services for all
23 other languages as needed to ensure all participants are provided services in
24 the language they speak.

25 14.2.2 CONTRACTOR shall comply with all COUNTY, State, and
26 Federal regulations regarding Limited English Proficiency (LEP). LEP
27 regulations affect anyone who participates in a Federally funded program, and
28 who has English as his or her second language and is limited in his or her

1 English language proficiency.

2 14.3 Staff Training

3 14.3.1 CONTRACTOR's staff directly serving CLIENTs/Families, or
4 supervising those who do, shall be thoroughly familiar with RSS rules and
5 regulations contained in the current Orange County Refugee Services Plan, SSA
6 policies and related instructions, welfare fraud and child abuse/elder abuse
7 reporting requirements, the State Hearing process, and Civil Rights compliance
8 requirements.

9 14.3.2 ADMINISTRATOR will provide instructions, guidelines, and
10 RSS rules and regulations to CONTRACTOR during start-up, and subsequently as
11 these materials are revised or new policies are developed.

12 14.3.3 ADMINISTRATOR will provide initial training to a limited
13 number of select CONTRACTOR staff with respect to ADMINISTRATOR's
14 instructions, guidelines, and RSS rules and regulations; CONTRACTOR shall
15 conduct subsequent training(s).

16 14.3.4 CONTRACTOR shall be required to attend training(s) and/or
17 meetings that ADMINISTRATOR determines to be mandatory, and provide CONTRACTOR
18 staff with ongoing training and assistance to ensure that requirements of this
19 Agreement are met. All training materials developed by CONTRACTOR shall be
20 approved by ADMINISTRATOR in advance of training.

21 14.3.5 CONTRACTOR shall ensure that CONTRACTOR staff, as
22 described above, receives training in understanding the cultural differences
23 among groups of CLIENTs, and recognizes and effectively intervenes to overcome
24 any language and/or cultural barriers to employment.

25 14.3.6 CONTRACTOR shall maintain a log of in-house training
26 activities and the staff that attended. This log shall be made available to
27 ADMINISTRATOR upon request.

28 ///

1 15. STAFF POSITIONS

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

7 15.1 Program Director

8 15.1.1 Duties

9 15.1.1.1 Oversee all segments of the RSS program;

10 15.1.1.2 Supervise Program Manager and provide
11 necessary coverage in his/her absence;

12 15.1.1.3 Attend all County meetings and trainings;

13 15.1.1.4 Validate monthly and annual statistical data
14 and reports; complete RS-50 monthly and quarterly reports and deliver to
15 ADMINISTRATOR;

16 15.1.1.5 Ensure RSS program is implemented according
17 to contract;

18 15.1.1.6 Complete internal evaluations to constantly
19 enhance program deliverables;

20 15.1.1.7 Present EPW as required;

21 15.1.1.8 Collaborate with Executive Director to hire
22 RSS staff; and

23 15.1.1.9 Collaborate with other service providers to
24 strengthen and expand the RSS program.

25 15.1.2 Qualifications

26 15.1.2.1 A minimum of two (2) years of experience in a
27 human services related field. Experience working with the refugee community is
28 preferred.

1 15.1.2.2 Bachelor's degree from an accredited college
2 or university, preferably in a human services field. Two (2) years of course
3 work in an accredited college or university plus two (2) years of employment
4 experience, preferably in a human services field, may substitute for the
5 Bachelor's degree.

6 15.2 Program Manager

7 15.2.1 Duties

8 15.2.1.1 Supervise Supervisor I/II and provide
9 necessary coverage in their absence;

10 15.2.1.2 Complete monthly statistical data and
11 reports, regularly review CLIENT files

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

15 15.2.1.4 Ensure the Quality Control Plan is
16 implemented;

17 15.2.1.5 Frequently present EPW;

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

20 15.2.1.7 Report to Program Director.

21 15.2.2 Qualifications

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

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

1 for the Bachelor's degree.

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

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

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

11 15.3 Supervisor I/II

12 15.3.1 Duties

13 15.3.1.1 Supervise Intake Clerks, Case Managers and
14 Job Developer I/II and provide necessary coverage in their absence.

15 15.3.1.2 Complete CLIENT Home Visits upon acceptance,
16 identify and attempt to mitigate household barriers, address CLIENT's needs to
17 improve his or her quality of life.

18 15.3.1.3 Attend trainings pertaining to RSS Program
19 and the refugee community.

20 15.3.1.4 Provide training for Case Managers on new
21 skills learned from trainings attended.

22 15.3.1.5 Review case records and FSSP for
23 completeness, accuracy, consistency, and conformity with RSS requirements,
24 regulations, and policies and proper case management practices; and discuss
25 cases with the Case Managers to suggest and recommend methods of resolving
26 issues.

27 15.3.1.6 Frequently present EPW.

28 15.3.1.7 Interact with CLIENTs in Client

1 Complaint/Grievance Process Level II to mitigate CLIENT complaints if needed.

2 15.3.1.8 Report to Program Manager.

3 15.3.2 Qualifications

4 15.3.2.1 A minimum of one (1) year of experience
5 working with the refugee community.

6 15.3.2.2 Bachelor's degree from an accredited college
7 or university, preferably in a human services related field. Four (4) years of
8 experience in employment services or human services may substitute for the
9 Bachelor's degree.

10 15.3.2.3 Competent in the use of personal computers
11 and knowledgeable in the use of word processing and spreadsheet programs such
12 as Microsoft Word and Excel.

13 15.3.2.4 Bilingual capabilities in one or more of the
14 refugee languages spoken by CLIENTs served pursuant to this Agreement.

15 15.3.2.5 Possess organizational, interpersonal,
16 written, and verbal communication skills; ability to perform comfortably in a
17 fast-paced, deadline oriented work environment; ability to successfully
18 execute many complex tasks simultaneously; and ability to work as a team
19 member, as well as independently.

20 15.4 Job Developer I/II

21 15.4.1 Duties

22 15.4.1.1 Work closely with Case Manager and CLIENT to
23 formalize a customized job readiness plan;

24 15.4.1.2 Complete regular individualized sessions to
25 refine CLIENT resumes, enhance interviewing skills and eventually linking
26 CLIENT to suitable employers; and

27 15.4.1.3 Prepare and present EPW, maintains workshop
28 topic database, coordinate and invite guest speakers to improve upon and

1 engage audiences.

2 15.4.1.4 Report to Supervisor I/II

3 15.4.2 Qualifications

4 15.4.2.1 A minimum of one (1) year of work experience
5 in a human services related field and a minimum of one year of work experience
6 in program evaluation. The minimum work experience may be concurrent with one
7 position. Experience working with the refugee community is preferred.

8 15.4.2.2 Bilingual capabilities in one or more of the
9 languages spoken by the refugee CLIENTs served pursuant to this Agreement.

10 15.5 Case Manager

11 15.5.1 Duties

12 15.5.1.1 Conduct Intake and Assessment Interviews with
13 CLIENTs; work directly with CLIENTs to develop and implement FSSP; conduct
14 home visits to assess Families and monitor progress; and follow-up to ensure
15 services are received and goals are achieved.

16 15.5.1.2 Document all actions taken in case file.

17 15.5.1.3 Complete CLIENT orientation, identifies
18 employment barriers, administer Pre and Post BEST Tests to determine CLIENT
19 SPL scores and qualify them into either VESL or EPW track.

20 15.5.1.4 Coordinate delivery of VESL and citizenship
21 instruction classes; present EPW.

22 15.5.1.5 Provide post-employment follow ups to monitor
23 job adjustments and satisfaction.

24 15.5.1.6 Report to Supervisor I/II

25 15.5.2 Qualifications

26 15.5.2.1 Bachelor's degree from an accredited college
27 or university, preferably in a human services related field. Four (4) years of
28 experience in employment services or human services may substitute for the

1 Bachelor's degree.

2 15.5.2.2 Competent in the use of personal computers
3 and knowledgeable in the use of word processing and spreadsheet programs such
4 as Microsoft Word and Excel.

5 15.5.2.3 Bilingual capabilities in one or more of the
6 refugee languages spoken by CLIENTs served pursuant to this Agreement.

7 15.5.2.4 Possess organizational, interpersonal,
8 written, and verbal communication skills; ability to perform comfortably in a
9 fast-paced, deadline oriented work environment; ability to successfully
10 execute many complex tasks simultaneously; and ability to work as a team
11 member, as well as independently.

12 15.6 Intake Clerk

13 15.6.1 Duties

14 15.6.1.1 Accept all referrals from SSA, public or
15 private agencies and self-referred aided or non-aided CLIENT.

16 15.6.1.2 Verify initial eligibility

17 15.6.1.3 Assign Case Manager to each CLIENT

18 15.6.1.4 Report to Supervisor I/II

19 15.6.2 Qualifications

20 15.6.2.1 High School diploma and/or General Education
21 Diploma (GED) or a minimum of three (3) months of related experience
22 preferably in a human services field and /or training in an office setting.

23 15.6.2.2 Excellent written and oral skills. Knowledge
24 of Microsoft Office suite tools, emails and operating copy machines and fax.

25 15.7 Van Driver

26 15.7.1 Duties

27 15.7.1.1 Provide transportation to CLIENTs, utilizing
28 CONTRACTOR's vehicle, for ES, including but not limited to the following:

1 classes, interviews, job fairs, and all related activities pertaining to ES.

2 15.7.1.2 Perform preventive and regular maintenance on
3 vehicle.

4 15.7.2 Qualifications

5 15.7.2.1 Must be at least twenty-one (21) years old
6 with a valid Class C California license.

7 15.7.2.2 Meet all Department of Transportation
8 requirements and physical demands on the job description.

9 15.7.2.3 Have a verifiable and stable work history and
10 references; no major preventable accident within the past three (3) years; no
11 felony convictions; no more than three (3) moving violations in the past three
12 (3) years; no serious violation in the past twelve (12) months; no more than
13 six (6) moving violations in a lifetime.

14 15.7.2.4 No DUI or DWI convictions.

15 15.8 Executive Director

16 15.8.1 Duties

17 15.8.1.1 Provide overall leadership and administrative
18 support for agency, including program oversight, financial management, and
19 community relations and networking.

20 15.8.1.2 Supervise and oversee all reporting
21 requirements completed by Program Director; provide necessary coverage in
22 his/her absence.

23 15.8.1.3 Reports all RSS Program information to the
24 Board of Directors.

25 15.8.2 Qualifications

26 15.8.2.1 A minimum of two (2) years of experience in a
27 human services related field. Experience working with the refugee community is
28 preferred.

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

~~1. DEFINITIONS~~

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

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

~~1.3 ORR – The federal Office of Refugee Resettlement (ORR) funds designated resettlement agencies, which help refugees become self-sufficient as quickly as possible after their arrival in the United States. ORR also provides funds through the California Department of Public Health (CDPH) Refugee Health Assessment Program (RHAP), for the County to provide comprehensive health assessments to incoming refugees and other eligible individuals.~~

1 ~~1.4 RAs - Resettlement Agencies are non-profit organizations that~~
2 ~~provide sponsorship and initial resettlement services for refugees entering~~
3 ~~the United States (US).~~

4 ~~1.5 RHAP - Refugee Health Assessment Program services are determined~~
5 ~~by ORR and CDPH Office of Refugee Health. Eligibility may vary over time, but~~
6 ~~the majority of eligible clients will be newly entering refugees, secondary~~
7 ~~migrants who have entered as refugees in another US state or County but did~~
8 ~~not have an entry examination, granted asylees, Cuban and Haitian entrants,~~
9 ~~Cuban medical professionals and their spouses and children, certain Amerasians~~
10 ~~from Vietnam, victims of severe forms of trafficking who receive certification~~
11 ~~or an eligibility letter from the ORR and certain other specified family~~
12 ~~members of trafficking victims, and Iraqi and Afghan citizens with Special~~
13 ~~Immigrant Visa (SIV) status.~~

14 ~~1.6 RHEIS - Refugee Health Electronic Information System is the State~~
15 ~~database used to collect key elements of the RHAP assessment.~~

16 ~~1.7 TB Classification - for RHEIS, Tuberculosis (TB) classification~~
17 ~~refers to categories defined by the American Thoracic Society to characterize~~
18 ~~tuberculosis status. Class 0 = No exposure, no infection; Class 1 = Exposure,~~
19 ~~no infection; Class 2 = Latent TB infection; Class 3 = TB disease, Class 4 =~~
20 ~~Inactive TB; Class 5 = TB disease suspected.~~

21 ~~1.8 TB Classification, oversees - On overseas examinations, refers to~~
22 ~~categories defined by the CDC to characterize specific TB status. Class B1 =~~
23 ~~possible active TB; B2 LTBI = latent TB infection; B3 = contact to an active~~
24 ~~TB case while overseas.~~

25 ~~2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION~~

26 ~~2.1 This Agreement includes federal funds paid to CONTRACTOR. The~~
27 ~~CFDA number(s) and associated information for federal funds paid through this~~
28 ~~Agreement are specified below:~~

1 ~~CFDA Year: 2017~~

2 ~~CFDA No.: 93.566~~

3 ~~Program Title: Refugee and Entrant Assistance State Administered~~
 4 ~~Programs~~

5 ~~Federal Agency: Department of Health and Human Services~~
 6 ~~Administration for Children and Families~~

7 ~~Award Name: Refugee Cash and Medical Assistance Program and Refugee~~
 8 ~~Social Services Program~~

9 ~~Amount: \$214,300 (estimated per year)~~

10 ~~2.2 HCA may revise the CFDA information listed above, and shall notify~~
 11 ~~CONTRACTOR in writing of said revisions.~~

12 ~~3. FACILITY~~

13 ~~3.1 CONTRACTOR shall maintain a service site, preferably multiple~~
 14 ~~sites, within walking distance to public transportation, located in Orange~~
 15 ~~County that meets the following minimum requirements:~~

16 ~~3.1.1 A waiting room;~~

17 ~~3.1.2 Minimum of one (1) patient examination room for~~
 18 ~~performance of health assessments; and~~

19 ~~3.1.3 Capable of handling family units who present for~~
 20 ~~service at the same time.~~

21 ~~3.2 CONTRACTOR shall:~~

22 ~~3.2.1 Provide its own facility for CONTRACTOR's~~
 23 ~~administrative functions and programmatic functions of administering services~~
 24 ~~pursuant to this Agreement. COUNTY has the right to approve or disapprove of~~
 25 ~~CONTRACTOR's facility and location;~~

26 ~~3.2.2 Ensure that proposed facility location(s) are~~
 27 ~~accessible to public transportation for clients from throughout Orange County;~~

28 ~~3.2.3 Not require participants to travel more than two~~

1 ~~(2) hours round trip to obtain services;~~

2 ~~3.2.4 Maintain an Accessibility Plan that describes~~
3 ~~how participants located throughout Orange County can easily get to the sites;~~

4 ~~3.2.5 Provide parking spaces for participants' free~~
5 ~~and exclusive use;~~

6 ~~3.2.6 Provide parking for disabled persons in~~
7 ~~accordance with the Americans with Disabilities Act, and any other rules or~~
8 ~~statutes relating to parking for disabled persons;~~

9 ~~3.2.7 CONTRACTOR shall provide space for the provision~~
10 ~~of services under this Agreement at the minimum at the following site:~~

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

12 ~~3.2.8 CONTRACTOR's facilities shall be safe, clean~~
13 ~~structures and maintained in compliance with all applicable laws, rules,~~
14 ~~regulations, building codes, statutes, and orders, as they now exist or may be~~
15 ~~subsequently amended. CONTRACTOR shall provide all repair, maintenance, and~~
16 ~~janitorial services to all premises on a five-day-per-week basis, subject to~~
17 ~~the satisfaction of COUNTY. If CONTRACTOR fails to provide satisfactory~~
18 ~~repair, maintenance, and janitorial services to the premises, HCA may notify~~
19 ~~CONTRACTOR in writing. Failure to comply shall result in termination of this~~
20 ~~Agreement;~~

21 ~~3.2.9 CONTRACTOR and HCA may mutually agree in writing~~
22 ~~as to the facility (ies) and location(s) where services shall be provided~~
23 ~~without changing COUNTY's maximum obligation.~~

24 ~~3.3 CONTRACTOR and HCA may mutually agree to modify the FACILITY~~
25 ~~section of this Exhibit B to the Agreement. Any modification must be in~~
26 ~~writing.~~

27 ~~4. HOURS OF OPERATION~~

28 ~~4.1 CONTRACTOR shall provide service hours that are responsive to the~~

1 ~~needs of the target population(s) as determined by HCA. At a minimum,~~
2 ~~CONTRACTOR must provide services Monday through Friday, from 8:00 a.m. to 5:00~~
3 ~~p.m., except COUNTY holidays as established by the Orange County Board of~~
4 ~~Supervisors. However, CONTRACTOR is encouraged to provide the contracted~~
5 ~~services on holidays, whenever possible.~~

6 ~~4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday~~
7 ~~schedule which is as follows: New Year's Day, Martin Luther King Day,~~
8 ~~President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,~~
9 ~~Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after~~
10 ~~Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior written~~
11 ~~approval from HCA for any closure outside of COUNTY's holiday schedule or the~~
12 ~~hours in Paragraph 4.1. Any unauthorized closure shall be deemed a material~~
13 ~~breach of this Agreement, pursuant to Paragraph 18, and shall not be~~
14 ~~reimbursed.~~

15 ~~5. PAYMENTS~~

16 ~~5.1 COUNTY shall pay CONTRACTOR quarterly, in arrears, in the amount~~
17 ~~of \$53,575 throughout the term of the Agreement. Upon receipt of an invoice in~~
18 ~~a form acceptable to COUNTY, provided the total of such payments shall not~~
19 ~~exceed COUNTY's Maximum Obligation as specified in the Contract Provisions of~~
20 ~~the Agreement.~~

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

28 ~~5.3 All billings to COUNTY shall be supported, at CONTRACTOR's~~

1 ~~facility, by source documentation including, but not limited to, ledgers,~~
2 ~~journals, time sheets, invoices, bank statements, canceled checks, receipts,~~
3 ~~receiving records and records of services provided.~~

4 ~~5.4 At SSA's sole discretion, SSA may withhold or delay all or a part~~
5 ~~of any payment if CONTRACTOR fails to comply with any provision of the~~
6 ~~Agreement.~~

7 ~~5.5 COUNTY shall not reimburse CONTRACTOR for services provided beyond~~
8 ~~the expiration and/or termination of the Agreement, except as may otherwise be~~
9 ~~provided under the Agreement, or specifically agreed upon in a subsequent~~
10 ~~Agreement.~~

11 ~~5.6 CONTRACTOR and SSA may mutually agree to modify the Payments~~
12 ~~Paragraph of this Exhibit B to the Agreement. Any modification must be in~~
13 ~~writing.~~

14 ~~6. EXPENDITURE REPORT~~

15 ~~6.1 No later than sixty (60) calendar days following termination of~~
16 ~~each period or fiscal year of this Agreement, CONTRACTOR shall submit to SSA,~~
17 ~~for informational purposes only, an Expenditure Report for the preceding~~
18 ~~fiscal year, or portion thereof. Such report shall be prepared in accordance~~
19 ~~with the procedure that is provided by SSA and GAAP.~~

20 ~~6.2 CONTRACTOR may be required to submit periodic Expenditure Reports~~
21 ~~throughout the term of this Agreement.~~

22 ~~7. PERFORMANCE OBJECTIVES~~

23 ~~7.1 CONTRACTOR shall meet the following performance objectives, which~~
24 ~~shall be calculated quarterly, for each term of the contract~~

25 ~~7.1.1 Ensure that ninety percent (90%) of all arriving~~
26 ~~refugees and sixty percent (60%) of all arriving asylees, Cuban/Haitian~~
27 ~~entrants, federally-certified victims of human trafficking, and other eligible~~
28 ~~entrants start the health assessment process.~~

1 ~~7.1.2 Ensure that ninety percent (90%) of individuals~~
2 ~~who start the health assessment process have a completed health assessment~~
3 ~~within ninety (90) days from date of US arrival, date parole status is~~
4 ~~granted, date asylum status is granted, or date of certification.~~

5 ~~7.1.3 Assess immunization status of ninety-five~~
6 ~~percent (95%) of individuals who have started a health assessment, according~~
7 ~~to the most current Requirements for Routine Vaccination of Adjustment of~~
8 ~~Status Applicants.~~

9 ~~7.1.4 Ensure that ninety five percent (95%) of~~
10 ~~individuals identified as eligible to receive scheduled immunizations at the~~
11 ~~time of the health assessment are either immunized or referred to an~~
12 ~~appropriate provider.~~

13 ~~7.1.5 Ensure that ninety five (95%) of individuals~~
14 ~~identified with a health condition needing further medical evaluation are~~
15 ~~informed of their conditions at the time of physical examination and treated~~
16 ~~or referred to a health care provider for treatment.~~

17 ~~7.1.6 Ensure that ninety five (95%) of arrivals with a~~
18 ~~positive TB skin or blood test are evaluated for TB infection or disease and~~
19 ~~classified accordingly.~~

20 ~~7.1.7 Ensure that eighty (80%) of individuals~~
21 ~~recommended to commence latent TB infection treatment are started on therapy,~~
22 ~~and that 70% of those commencing treatment complete therapy.~~

23 ~~7.2 CONTRACTOR and HCA may mutually agree to modify the Performance~~
24 ~~Objectives Paragraph of this Exhibit B to the Agreement. Any modification must~~
25 ~~be in writing.~~

26 ~~8. COMPLIANCE~~

27 ~~8.1 HCA has established a Compliance Program for the purpose of~~
28 ~~ensuring adherence to all rules and regulations related to federal and state~~

1 ~~health care programs.~~

2 ~~8.1.1 HCA shall provide CONTRACTOR with a copy of the~~
3 ~~relevant HCA policies and procedures relating to HCA's Compliance Program,~~
4 ~~HCA's Code of Conduct and General Compliance Trainings.~~

5 ~~8.1.2 CONTRACTOR has the option to adhere to HCA's~~
6 ~~Compliance Program and Code of Conduct or establish its own, provided~~
7 ~~CONTRACTOR's Compliance Program and Code of Conduct have been verified to~~
8 ~~include all required elements by HCA's Compliance Officer as described in~~
9 ~~subparagraphs below.~~

10 ~~8.1.3 If CONTRACTOR elects to adhere to HCA's~~
11 ~~Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the HCA~~
12 ~~within thirty (30) calendar days of award of this Agreement a signed~~
13 ~~acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and~~
14 ~~Code of Conduct.~~

15 ~~8.1.4 If CONTRACTOR elects to have its own Compliance~~
16 ~~Program and Code of Conduct then it shall submit a copy of its Compliance~~
17 ~~Program, Code of Conduct and relevant policies and procedures to HCA within~~
18 ~~thirty (30) calendar days of award of this Agreement. HCA's Compliance~~
19 ~~Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct~~
20 ~~contains all required elements. CONTRACTOR shall take necessary action to meet~~
21 ~~said standards or shall be asked to acknowledge and agree to the HCA's~~
22 ~~Compliance Program and Code of Conduct if the CONTRACTOR Compliance Program~~
23 ~~and Code of Conduct does not contain all required elements.~~

24 ~~8.1.5 Upon written confirmation from HCA's Compliance~~
25 ~~Officer that the CONTRACTOR Compliance Program and Code of Conduct contains~~
26 ~~all required elements, CONTRACTOR shall ensure that all Covered Individuals~~
27 ~~relative to this Agreement are made aware of CONTRACTOR's Compliance Program,~~
28 ~~Code of Conduct and related policies and procedures.~~

1 ~~8.1.6 Failure of CONTRACTOR to submit its Compliance~~
2 ~~Program. Code of Conduct and relevant policies and procedures shall constitute~~
3 ~~a material breach of this Agreement.~~

4 ~~8.2 SANCTION SCREENING - CONTRACTOR shall adhere to all screening~~
5 ~~policies and procedures and screen all Covered Individuals employed or~~
6 ~~retained to provide services related to this Agreement to ensure that they are~~
7 ~~not designated as Ineligible Persons, as pursuant to this Agreement.~~
8 ~~Screening shall be conducted against the General Services Administration's~~
9 ~~Excluded Parties List System or System for Award Management, the Health and~~
10 ~~Human Services/Office of Inspector General List of Excluded~~
11 ~~Individuals/Entities, and the California Medi-Cal Suspended and Ineligible~~
12 ~~Provider List and/or any other as identified by the HCA.~~

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

24 ~~8.2.2 An Ineligible Person shall be any individual or~~
25 ~~entity who:~~

26 ~~8.2.2.1 Is currently excluded, suspended, debarred~~
27 ~~or otherwise ineligible to participate in federal and state health care~~
28 ~~programs; or~~

1 ~~8.2.2.2 Has been convicted of a criminal offense~~
2 ~~related to the provision of health care items or services and has not been~~
3 ~~reinstated in the federal and state health care programs after a period of~~
4 ~~exclusion, suspension, debarment, or ineligibility.~~

5 ~~8.2.3 CONTRACTOR shall screen prospective Covered~~
6 ~~Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage~~
7 ~~any Ineligible Person to provide services relative to this Agreement.~~

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

16 ~~8.2.5 Covered Individuals shall be required to~~
17 ~~disclose to CONTRACTOR immediately any debarment, exclusion or other event~~
18 ~~that makes the Covered Individual an Ineligible Person. CONTRACTOR shall~~
19 ~~notify HCA immediately if a Covered Individual providing services directly~~
20 ~~relative to this Agreement becomes debarred, excluded or otherwise becomes an~~
21 ~~Ineligible Person.~~

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

1 ~~8.2.7~~ ~~CONTRACTOR shall notify HCA immediately if a~~
2 ~~Covered Individual or entity is currently excluded, suspended or debarred, or~~
3 ~~is identified as such after being sanction screened. Such individual or~~
4 ~~entity shall be immediately removed from participating in any activity~~
5 ~~associated with this Agreement. HCA will determine appropriate repayment~~
6 ~~from, or sanction(s) to CONTRACTOR for services provided by ineligible person~~
7 ~~or individual. CONTRACTOR shall promptly return any overpayments within~~
8 ~~forty-five (45) business days after the overpayment is verified by the HCA.~~

9 ~~8.3~~ ~~COMPLIANCE TRAINING~~ ~~HCA shall make General Compliance Training~~
10 ~~and Provider Compliance Training, where appropriate, available to Covered~~
11 ~~Individuals.~~

12 ~~8.3.1~~ ~~CONTRACTOR shall use its best efforts to~~
13 ~~encourage completion by Covered Individuals; provided, however, that at a~~
14 ~~minimum CONTRACTOR shall assign at least one (1) designated representative to~~
15 ~~complete all Compliance Trainings when offered.~~

16 ~~8.3.2~~ ~~Such training will be made available to Covered~~
17 ~~Individuals within thirty (30) calendar days of employment or engagement.~~

18 ~~8.3.3~~ ~~Such training will be made available to each~~
19 ~~Covered Individual annually.~~

20 ~~8.3.4~~ ~~Each Covered Individual attending training shall~~
21 ~~certify, in writing, attendance at compliance training. CONTRACTOR shall~~
22 ~~retain the certifications. Upon written request by HCA, CONTRACTOR shall~~
23 ~~provide copies of the certifications.~~

24 ~~8.4~~ ~~MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

25 ~~8.4.1~~ ~~CONTRACTOR shall take reasonable precaution to~~
26 ~~ensure that the coding of health care claims, billings and/or invoices for~~
27 ~~same are prepared and submitted in an accurate and timely manner and are~~
28 ~~consistent with federal, state and county laws and regulations.~~

1 ~~8.4.2 CONTRACTOR shall not submit any false,~~
2 ~~fraudulent, inaccurate and/or fictitious claims for payment or reimbursement~~
3 ~~of any kind.~~

4 ~~8.4.3 CONTRACTOR shall bill only for those eligible~~
5 ~~services actually rendered which are also fully documented. When such~~
6 ~~services are coded, CONTRACTOR shall use accurate billing codes which~~
7 ~~accurately describes the services provided and must ensure compliance with all~~
8 ~~billing and documentation requirements.~~

9 ~~8.4.4 CONTRACTOR shall act promptly to investigate and~~
10 ~~correct any problems or errors in coding of claims and billing, if and when,~~
11 ~~any such problems or errors are identified.~~

12 ~~8.4.5 CONTRACTOR shall promptly return any~~
13 ~~overpayments within forty five (45) business days after the overpayment is~~
14 ~~verified by the HCA.~~

15 ~~9. REPORTS~~

16 ~~9.1 CONTRACTOR shall:~~

17 ~~9.1.1 Submit a complete and accurate bi-weekly CLIENT~~
18 ~~tracking report to HCA, on a form approved or provided by HCA. The bi-weekly~~
19 ~~CLIENT tracking report shall include, but is not limited to, data on CLIENTS~~
20 ~~served and assessment performed by CONTRACTOR in accordance with the services~~
21 ~~described in Paragraph 11 of Exhibit B to the Agreement.~~

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

26 ~~9.1.3 Complete reports as required by HCA including~~
27 ~~bi-weekly CLIENT tracking reports, 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 7 of this Exhibit B to the Agreement.~~

5 ~~9.2 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 ~~CONTRACTOR shall provide services to eligible CLIENTS regardless of the~~
17 ~~number, resettled or served by the CONTRACTOR and collaborating RAs, if~~
18 ~~applicable CLIENTS may include refugees, asylees, Cuban and Haitian entrants,~~
19 ~~Cuban medical professionals and their spouses and children, certain Amerasians~~
20 ~~from Vietnam, victims of severe forms of trafficking who receive certification~~
21 ~~or an eligibility letter from the ORR and certain other specified family~~
22 ~~members of trafficking victims, and Iraqi and Afghan citizens with Special~~
23 ~~Immigrant Visa (SIV) status, if deemed eligible by the State of California.~~

24 ~~11.2 CONTRACTOR services shall include but not be limited to the~~
25 ~~following:~~

26 ~~11.2.1 Maintain an account in the national Electronic~~
27 ~~Disease Notification (EDN) system and develop a procedure for identifying~~
28 ~~entrants. Use EDN to access overseas health examinations, enter tuberculosis~~

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

6 ~~11.2.2 Maintain an account in the state Refugee Health~~
7 ~~Electronic Information System (RHEIS), and develop a procedure for data entry~~
8 ~~of all RHEIS elements. Develop a system to ensure RHEIS is updated in a~~
9 ~~regular and timely manner (not to exceed ten (10) business days after service~~
10 ~~or result availability). HCA shall assist CONTRACTOR in establishing the~~
11 ~~account.~~

12 ~~11.2.3 Educate CLIENTs regarding the purpose of the~~
13 ~~health assessment and the purpose and process for all tests provided during~~
14 ~~the health assessment.~~

15 ~~11.2.4 Complete a comprehensive health assessment for~~
16 ~~each entrant within ninety (90) days of their US arrival date, date parole~~
17 ~~status is granted, date asylum status is granted, or date of federal-~~
18 ~~certification for victims of human trafficking.~~

19 ~~11.2.5 Ensure that the health assessments provided~~
20 ~~include all of the health assessment components as required in the California~~
21 ~~Refugee Health Assessment Medical Instructions and Form, and Required~~
22 ~~Medical/Laboratory Evaluation Guidelines.~~

23 ~~11.2.6 Assess the immunization status of individuals~~
24 ~~who have started a health assessment, according to the most current~~
25 ~~Requirements for Routine Vaccination of Adjustment of Status Applicants, and~~
26 ~~provide scheduled immunizations or refer individuals to an appropriate~~
27 ~~provider to receive scheduled immunizations.~~

28 ~~11.2.7 Educate individuals regarding conditions found~~

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

4 ~~11.2.8 Evaluate, or refer to an appropriate provider~~
5 ~~for evaluation, individuals with a positive tuberculosis (TB) skin or blood~~
6 ~~test for TB infection or disease, and classify according to the most current~~
7 ~~American Thoracic Society guidelines.~~

8 ~~11.2.9 Provide, or refer to an appropriate provider for~~
9 ~~provision of, treatment of latent TB infection according to the most current~~
10 ~~CDPH/California TB Controllers Association Joint Guidelines.~~

11 ~~11.2.10 If individuals are referred to a health care~~
12 ~~provider for services, the CONTRACTOR shall develop and document a procedure~~
13 ~~for staff to follow up with telephone calls to CLIENTS and providers to~~
14 ~~document that services were rendered.~~

15 ~~11.2.11 Collaborate with the HCA on submission of RHAP~~
16 ~~grant budget and budget justification, Semi-Annual Progress Report and Final~~
17 ~~Comprehensive Report.~~

18 ~~11.2.12 Develop procedures to carry out policies, and~~
19 ~~conduct data and medical quality assurance activities to assure staff~~
20 ~~adherence to policies and procedures.~~

21 ~~11.2.13 Provide services in a manner that is culturally~~
22 ~~and linguistically responsive for the population. CONTRACTOR shall maintain~~
23 ~~documentation of such efforts which may include, but not be limited to:~~
24 ~~records of participation in COUNTY-sponsored or other applicable training;~~
25 ~~recruitment and hiring policies and procedures; copies of literature in~~
26 ~~multiple languages and formats, as appropriate; and descriptions of measures~~
27 ~~taken to enhance accessibility for, and sensitivity to, persons who are~~
28 ~~physically challenged. CONTRACTOR shall provide interpretation during RHAP~~

1 ~~health assessment visits and processes, and also to include health education~~
2 ~~and recommended follow up for conditions found on RHAP assessments.~~

3 ~~11.2.14 CONTRACTOR shall report identified reportable~~
4 ~~conditions (as per Health and Safety Code Section 2500) to the appropriate~~
5 ~~unit of COUNTY Public Health Services.~~

6 ~~11.3 CONTRACTOR and HCA may mutually agree to modify the Services~~
7 ~~Paragraph of this Exhibit B to the Agreement. Any modification must be in~~
8 ~~writing.~~

9 ~~12. STAFFING~~

10 ~~12.1 CONTRACTOR shall operate continuously throughout the term of this~~
11 ~~Agreement with at least the minimum number and type of staff which meet~~
12 ~~applicable federal and state requirements, and which are necessary for the~~
13 ~~provision of the services hereunder.~~

14 ~~12.2 CONTRACTOR shall:~~

15 ~~12.2.1 Hire and maintain appropriate staff with the~~
16 ~~experience and ability to complete all required services in a timely,~~
17 ~~accurate, and culturally responsive manner.~~

18 ~~12.2.2 Have onsite bilingual/bicultural staff to meet~~
19 ~~the needs of the target population being served. If onsite staff are not~~
20 ~~available, access to interpretation services are required.~~

21 ~~12.2.3 Ensure licensures and/or board certifications~~
22 ~~for all direct clinical staff allocated to the program are current and in good~~
23 ~~standing throughout the term of the agreement, and make such documentation~~
24 ~~available to the County upon request.~~

25 ~~12.2.4 Licensed healthcare providers responsible for~~
26 ~~providing clinical services, including any tests/procedures specific to their~~
27 ~~licensure specialty, must have at least two (2) years of experience.~~

28 ~~12.3 CONTRACTOR shall ensure that its employees, interns, and~~

1 ~~volunteers complete the appropriate state mandated trainings prior to service~~
2 ~~delivery. CONTRACTOR must submit to HCA documents verifying completion of~~
3 ~~all required training.~~

4 ~~12.4 CONTRACTOR and HCA may mutually agree to modify the Staffing~~
5 ~~section of this Exhibit B to the Agreement. Any modification must be in~~
6 ~~writing.~~

7 ~~12.5 CONTRACTOR shall comply with RHEIS Data Use and Disclosure~~
8 ~~Agreement requirements, attached herein as Attachment 3 to this Agreement, and~~
9 ~~ensure that Attachments C and D of Attachment 3 are signed and submitted to~~
10 ~~COUNTY prior to CONTRACTOR's staff accessing RHEIS.~~

11 ~~12.6 CONTRACTOR shall comply with confidentiality requirements as~~
12 ~~stated in Paragraph 30 of this Agreement when accessing RHEIS. Further,~~
13 ~~CONTRACTOR shall provide training to staff that uses RHEIS related to the~~
14 ~~sensitivity of Participant personal information.~~

15 ~~13. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA~~

16 ~~13.1 Any written information or literature, including educational or~~
17 ~~promotional materials, distributed by CONTRACTOR to any person or organization~~
18 ~~for purposes directly or indirectly related to this Agreement must be approved~~
19 ~~at least thirty (30) days in advance and in writing by HCA before~~
20 ~~distribution. For the purposes of this Agreement, distribution of written~~
21 ~~materials shall include, but not be limited to, pamphlets, brochures, flyers,~~
22 ~~newspaper or magazine ads, and electronic media such as the Internet.~~

23 ~~13.2 Any advertisement through radio, television broadcast, or the~~
24 ~~Internet, for educational or promotional purposes, made by CONTRACTOR for~~
25 ~~purposes directly or indirectly related to this Agreement must be approved in~~
26 ~~advance at least thirty (30) days and in writing by HCA.~~

27 ~~13.3 If CONTRACTOR uses social media (such as Facebook, Twitter,~~
28 ~~YouTube or other publicly available social media sites) in support of the~~

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

9 ~~13.4 Any information as described in Subparagraphs A. and B. shall not~~
10 ~~imply endorsement by COUNTY, unless HCA consents thereto in writing.~~

11 ~~14. HANDLING COMPLAINTS~~

12 ~~14.1 CONTRACTOR shall:~~

13 ~~14.1.1 Develop, operate and maintain procedures for~~
14 ~~receiving, investigating and responding to provider and CLIENT complaints,~~
15 ~~including Civil Rights complaints, requests for reviews by HCA, negative~~
16 ~~comments and other complaints relating to services provided under this~~
17 ~~Agreement.~~

18 ~~14.1.2 Maintain a log for identification and response~~
19 ~~to CLIENTS' complaints. When complaints cannot be resolved informally, a~~
20 ~~system of follow-through shall be instituted which adheres to formal plans for~~
21 ~~specific actions. Responses to complaints should occur within two (2)~~
22 ~~business days, unless otherwise authorized by HCA.~~

23 ~~14.1.3 For Civil Rights complaints, refer to~~
24 ~~Subparagraph 8.6.2 of this Agreement.~~

25 ~~14.1.4 When CONTRACTOR believes any complaint may have~~
26 ~~legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such~~
27 ~~complaint immediately to HCA prior to responding to the complaint. In the~~
28 ~~event any such complaint pertains to an injury or property damage, CONTRACTOR~~

1 ~~shall follow the provisions as set forth in Subparagraph 13.1 of this~~
2 ~~Agreement.~~

3 ~~14.1.5 CONTRACTOR shall provide to HCA, in a form~~
4 ~~approved by HCA, information pertaining to complaints, as well as CONTRACTOR's~~
5 ~~response to any complaints as described above within ten (10) business days of~~
6 ~~the complaint, except as provided in Subparagraph 14.1.4. CONTRACTOR shall~~
7 ~~provide a summary of all complaints and/or negative comments as prescribed and~~
8 ~~on a format approved by HCA. Complaints include, but are not limited to,~~
9 ~~complaints from CLIENTS, other COUNTY contracted service providers, community~~
10 ~~organizations, and the public.~~

11 ~~15. CONTRACTOR STAFF~~

12 ~~15.1 Recruitment and Hiring Practices~~

13 ~~15.1.1 CONTRACTOR shall use a formal recruitment plan,~~
14 ~~which complies with Federal and State employment and labor regulations.~~
15 ~~CONTRACTOR shall hire staff with the education and experience necessary to~~
16 ~~appropriately perform all functions~~

17 ~~15.2 Language Diversity~~

18 ~~15.2.1 CONTRACTOR shall employ staff with experience in~~
19 ~~placing CLIENTS with a limited English vocabulary in an environment that~~
20 ~~facilitates the development of the English language. CONTRACTOR's staff shall~~
21 ~~be able to read, write, speak, and understand English. CONTRACTOR shall~~
22 ~~provide bilingual staff to serve CLIENTS in the language they speak. The ratio~~
23 ~~of bilingual staff shall be consistent with and proportional to the target~~
24 ~~population, as determined by HCA. In addition, CONTRACTOR shall be required~~
25 ~~to provide translation services for all other languages as needed to ensure~~
26 ~~all participants are provided services in the language they speak.~~

27 ~~15.2.2 CONTRACTOR shall comply with all COUNTY, State,~~
28 ~~and Federal regulations regarding Limited English Proficiency (LEP). LEP~~

1 ~~regulations affect anyone who participates in a Federally funded program, and~~
2 ~~who has English as his or her second language and is limited in his or her~~
3 ~~English language proficiency.~~

4 ~~15.3 Staff Training~~

5 ~~15.3.1 CONTRACTOR's staff directly serving~~
6 ~~CLIENTS/Families, or supervising those who do, shall be thoroughly familiar~~
7 ~~with RHS rules and California Refugee Health Assessment Medical Instructions~~
8 ~~and Form, included herein as Attachment 4; HCA policies and related~~
9 ~~instructions, and child abuse/elder abuse reporting requirements, the State~~
10 ~~Hearing process, and Civil Rights compliance requirements.~~

11 ~~15.3.2 HCA will provide instructions, guidelines, and~~
12 ~~RHS rules and regulations to CONTRACTOR during start-up, and subsequently as~~
13 ~~these materials are revised or new policies are developed.~~

14 ~~15.3.3 HCA will provide initial training to a limited~~
15 ~~number of select CONTRACTOR staff with respect to HCA's instructions,~~
16 ~~guidelines, and RHS rules and regulations; and California Refugee Health~~
17 ~~Assessment Medical Instructions and Form, CONTRACTOR shall conduct subsequent~~
18 ~~training(s).~~

19 ~~15.3.4 CONTRACTOR shall be required to attend~~
20 ~~training(s) and/or meetings that HCA determines to be mandatory, and provide~~
21 ~~CONTRACTOR staff with ongoing training and assistance to ensure that~~
22 ~~requirements of this Agreement are met. All training materials developed by~~
23 ~~CONTRACTOR shall be approved by HCA in advance of training.~~

24 ~~15.3.5 CONTRACTOR shall ensure that CONTRACTOR staff,~~
25 ~~as described above, receives training in understanding the cultural~~
26 ~~differences among groups of CLIENTS, and recognizes and effectively intervenes~~
27 ~~to overcome any language and/or cultural barriers to employment.~~

28 ~~15.3.6 CONTRACTOR shall maintain a log of in-house~~

1 ~~training activities and the staff that attended. This log shall be made~~
2 ~~available to HCA upon request.~~

3 ~~16. NOTIFICATION OF DEATH~~

4 ~~16.1 Upon becoming aware of the death of any person served pursuant to~~
5 ~~this Agreement, CONTRACTOR shall immediately notify HCA.~~

6 ~~16.2 All Notifications of Death provided to HCA by CONTRACTOR shall~~
7 ~~contain the name of the deceased, the date and time of death, the nature and~~
8 ~~circumstances of the death, and the name(s) of CONTRACTOR's officers or~~
9 ~~employees with knowledge of the incident.~~

10 ~~16.2.1 TELEPHONE NOTIFICATION CONTRACTOR shall notify~~
11 ~~HCA by telephone immediately upon becoming aware of the death due to non-~~
12 ~~terminal illness of any person served pursuant to this Agreement; provided,~~
13 ~~however, weekends and holidays shall not be included for purposes of computing~~
14 ~~the time within which to give telephone notice and, notwithstanding the time~~
15 ~~limit herein specified, notice need only be given during normal business~~
16 ~~hours.~~

17 ~~16.2.2 WRITTEN NOTIFICATION~~

18 ~~16.2.2.1 NON-TERMINAL ILLNESS CONTRACTOR shall~~
19 ~~hand deliver, fax, and/or send via encrypted email to HCA a written report~~
20 ~~within sixteen (16) hours after becoming aware of the death due to non-~~
21 ~~terminal illness of any person served pursuant to this Agreement.~~

22 ~~16.2.2.2 TERMINAL ILLNESS CONTRACTOR shall notify~~
23 ~~HCA by written report hand delivered, faxed, sent via encrypted email, and/or~~
24 ~~postmarked and sent via U.S. Mail within forty-eight (48) hours of becoming~~
25 ~~aware of the death due to terminal illness of any person served pursuant to~~
26 ~~this Agreement.~~

27 ~~16.3 If there are any questions regarding the cause of death of any~~
28 ~~person served pursuant to this Agreement who was diagnosed with a terminal~~

1 ~~illness, or if there are any unusual circumstances related to the death,~~
2 ~~CONTRACTOR shall immediately notify HCA in accordance with this Notification~~
3 ~~of Death Paragraph.~~

4 ~~17. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS~~

5 ~~17.1 CONTRACTOR shall notify HCA of any public event or meeting funded~~
6 ~~in whole or part by the COUNTY, except for those events or meetings that are~~
7 ~~intended solely to serve CLIENTs or occur in the normal course of business.~~

8 ~~17.2 CONTRACTOR shall notify HCA at least thirty (30) business days in~~
9 ~~advance of any applicable public event or meeting. The notification must~~
10 ~~include the date, time, duration, location and purpose of public event or~~
11 ~~meeting. Any promotional materials or event related flyers must be approved~~
12 ~~by HCA prior to distribution.~~

13 ~~18. RECORDS MANAGEMENT AND MAINTENANCE~~

14 ~~18.1 CONTRACTOR, its officers, agents, employees and subcontractors~~
15 ~~shall, throughout the term of this Agreement, prepare, maintain and manage~~
16 ~~records appropriate to the services provided and in accordance with this~~
17 ~~Agreement and all applicable requirements.~~

18 ~~18.2 CONTRACTOR shall implement and maintain administrative, technical~~
19 ~~and physical safeguards to ensure the privacy of PHI and prevent the~~
20 ~~intentional or unintentional use or disclosure of PHI in violation of the~~
21 ~~HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate~~
22 ~~to the extent practicable, the known harmful effect of any use or disclosure~~
23 ~~of PHI made in violation of federal or state regulations and/or COUNTY~~
24 ~~policies.~~

25 ~~18.3 CONTRACTOR's participant, CLIENT, and/or patient records shall be~~
26 ~~maintained in a secure manner. CONTRACTOR shall maintain participant, CLIENT,~~
27 ~~and/or patient records and must establish and implement written record~~
28 ~~management procedures.~~

1 ~~18.4 CONTRACTOR shall ensure appropriate financial records related to~~
2 ~~cost reporting, expenditure, revenue, billings, etc., are prepared and~~
3 ~~maintained accurately and appropriately.~~

4 ~~18.5 CONTRACTOR shall ensure all appropriate state and federal~~
5 ~~standards of documentation, preparation, and confidentiality of records~~
6 ~~related to participant, client and/or patient records are met at all times~~
7 ~~CONTRACTOR shall make records pertaining to the costs of services, participant~~
8 ~~fees, charges, billings, and revenues available within the limits of the~~
9 ~~County of Orange.~~

10 ~~18.6 CONTRACTOR shall ensure all HIPAA (DRS) requirements are met.~~
11 ~~HIPAA requires that CLIENTs, participants and/or patients be provided the~~
12 ~~right to access or receive a copy of their DRS and/or request addendum to~~
13 ~~their records. Title 45 CFR §164.501, defines DRS as a group of records~~
14 ~~maintained by or for a covered entity that is:~~

15 ~~18.6.1 The medical records and billing records about~~
16 ~~individuals maintained by or for a covered health care provider;~~

17 ~~18.6.2 The enrollment, payment, claims adjudication,~~
18 ~~and case or medical management record systems maintained by or for a health~~
19 ~~plan; or~~

20 ~~18.6.3 Used, in whole or in part, by or for the covered~~
21 ~~entity to make decisions about individuals.~~

22 ~~18.7 CONTRACTOR may retain CLIENT, and/or patient documentation~~
23 ~~electronically in accordance with the terms of this Agreement and common~~
24 ~~business practices. If documentation is retained electronically, CONTRACTOR~~
25 ~~shall, in the event of an audit or site visit:~~

26 ~~18.7.1 Have documents readily available within forty-~~
27 ~~eight (48) hour notice of a scheduled audit or site visit;~~

28 ~~18.7.2 Provide auditor or other authorized individuals~~

1 ~~access to documents via a computer terminal; or~~

2 ~~18.7.3 Provide auditor or other authorized individuals~~
3 ~~a hardcopy printout of documents, if requested.~~

4 ~~18.8 CONTRACTOR shall ensure compliance with requirements pertaining to~~
5 ~~the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY~~
6 ~~immediately by telephone call plus email or fax upon the discovery of a Breach~~
7 ~~of unsecured PHI and/or PII.~~

8 ~~18.9 CONTRACTOR may be required to pay any costs associated with a~~
9 ~~Breach of privacy and/or security of PII and/or PHI, including but not limited~~
10 ~~to the costs of notification. CONTRACTOR shall pay any and all such costs~~
11 ~~arising out of a Breach of privacy and/or security of PII and/or PHI.~~

12 ~~18.10 CONTRACTOR shall retain all CLIENT, and/or patient medical records~~
13 ~~for seven (7) years following discharge of the CLIENT and/or patient, with the~~
14 ~~exception of non-emancipated minors for whom records must be kept for at least~~
15 ~~one (1) year after such minors have reached the age of eighteen (18) years, or~~
16 ~~for seven (7) years after the last date of service, whichever is longer.~~

17 ~~18.11 CONTRACTOR shall retain all financial records for a minimum of~~
18 ~~seven (7) years from the commencement of the contract, unless a longer period~~
19 ~~is required due to legal proceedings such as litigations and/or settlement of~~
20 ~~claims.~~

21 ~~18.12 CONTRACTOR shall make records pertaining to the costs of services,~~
22 ~~participant fees, charges, billings, and revenues available at one (1)~~
23 ~~location within the limits of the County of Orange.~~

24 ~~18.13 If CONTRACTOR is unable to meet the record location criteria~~
25 ~~above, HCA may provide written approval to CONTRACTOR to maintain records in a~~
26 ~~single location, identified by CONTRACTOR.~~

27 ~~18.14 CONTRACTOR may be required to retain all records involving~~
28 ~~litigation proceedings and settlement of claims for a longer term which will~~

1 ~~be directed by the HCA.~~

2 ~~18.15 CONTRACTOR shall notify HCA of any PRA requests related to, or~~
3 ~~arising out of, this Agreement, within forty eight (48) hours. CONTRACTOR~~
4 ~~shall provide HCA all information that is requested by the PRA request.~~

5 ~~19. RESEARCH AND PUBLICATION~~

6 ~~CONTRACTOR shall not utilize information and data received from COUNTY~~
7 ~~or developed as a result of this Agreement for the purpose of personal~~
8 ~~publication. CONTRACTOR shall not utilize information and/or data received~~
9 ~~from COUNTY, or arising out of, or developed, as a result of this Agreement~~
10 ~~for the purpose of personal or professional research, or for publication.~~

11 ~~20. RIGHT TO WORK AND MINIMUM WAGE LAWS~~

12 ~~20.1 In accordance with the United States Immigration Reform and~~
13 ~~Control Act of 1986, CONTRACTOR shall require its employees directly or~~
14 ~~indirectly providing service pursuant to this Agreement, in any manner~~
15 ~~whatsoever, to verify their identity and eligibility for employment in the~~
16 ~~United States. CONTRACTOR shall also require and verify that its contractors,~~
17 ~~subcontractors, or any other persons providing services pursuant to this~~
18 ~~Agreement, in any manner whatsoever, verify the identity of their employees~~
19 ~~and their eligibility for employment in the United States.~~

20 ~~20.2 Pursuant to the United States of America Fair Labor Standard Act~~
21 ~~of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR~~
22 ~~shall pay no less than the greater of the federal or California Minimum Wage~~
23 ~~to all its employees that directly or indirectly provide services pursuant to~~
24 ~~this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify~~
25 ~~that all its contractors or other persons providing services pursuant to this~~
26 ~~Agreement on behalf of CONTRACTOR also pay their employees no less than the~~
27 ~~greater of the federal or California Minimum Wage.~~

28 ~~20.3 CONTRACTOR shall comply and verify that its contractors comply~~

~~with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.~~

~~20.4 Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it exists or may hereafter be amended.~~

~~21. SEVERABILITY~~

~~21.1 If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.~~

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