

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
MAXIMUS US SERVICES, INC.
FOR THE PROVISION OF CASE MANAGEMENT SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and MAXIMUS US SERVICES, INC., a Virginia corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued a Request For Proposal for Case Management Services in 2021;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Case Management Services;

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Section 11200 et. seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act, and may also be cited as the CalWORKs Program; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence July 1, 2022, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Contract; 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. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

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

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

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 Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

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

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachment A to the Contract between County of Orange and Maximus US Services, Inc., for the Provision of Case Management Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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

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

6.2 Change of Ownership

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

7. SUBCONTRACTS

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

7.1.1 Subcontracts of \$50,000 or less

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

7.1.2 Subcontracts in excess of \$50,000

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

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

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

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

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

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

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

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

8.2 Change in Form of Business Organization

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

8.3 Name Change

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

9. USE OF COUNTY PROPERTY

9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility(ies), to provide services under this Contract. CONTRACTOR shall enter into a rent-free lease agreement(s) with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement(s) upon ADMINISTRATOR'S presentation of said document to CONTRACTOR. Failure to execute and abide by the terms of the license agreement(s) will result in a breach of this Contract.

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

10. NON-DISCRIMINATION

10.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients,

provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 10 et seq.

10.3 Non-Discrimination in Employment

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

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

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

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758

Telephone: (800) 884-1684
(800) 700-2320 (TTY)

10.4 Non-Discrimination in Service Delivery

10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"

(PUB 13)

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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

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

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

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>

(SSA Contractor and Vendor Compliance page)

11. NOTICES

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

| | |
|-------------|---|
| COUNTY: | County of Orange Social Services Agency Contracts Services 500 N. State College Blvd, Suite 100 Orange, CA 92868 |
| CONTRACTOR: | Maximus US Services, Inc. 1891 Metro Center Drive Reston, VA 20190 |

11.2 All notices shall be deemed effective when in writing and when:

11.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 11.1;

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or

11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

11.3 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.

12. NOTICE OF DELAYS

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

13. INDEMNIFICATION

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents,

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

14. INSURANCE

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

14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection

by COUNTY representative(s) at any reasonable time.

- 14.3 All deductibles and self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If so requested, the CONTRACTOR shall provide copies of audited financial statements as evidence of its ability to pay its deductible or self-insured retention. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report.
- 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies.
- 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 14.5 Qualified Insurer
- 14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 14.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after

a review of the company's performance and financial ratings.

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

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

14.8 Required Coverage Forms

- 14.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.
- 14.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

14.9 Required Endorsements

- 14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
- 14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 14.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that

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

14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements, or policy wording which shall accompany the Certificate of Insurance.

14.9.2.1 An Additional Insured endorsement or policy wording including the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its covered wrongful acts, errors or omissions committed by the CONTRACTOR in performing its professional services under the Contract.

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

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

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

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

14.14 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Network Security &

Privacy Liability coverage for two (2) years following completion of this Contract.

- 14.15 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
- 14.16 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Contract.
- 14.17 If CONTRACTOR fails to provide the insurance certificates and required endorsements within seven (7) business days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 14.18 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 14.19 COUNTY shall notify CONTRACTOR in writing of mutually agreed upon changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and required endorsements with COUNTY incorporating such changes within thirty (30) business days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 14.20 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.
15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS
- CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:
- 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s

performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

- 15.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
 - 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
 - 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
 - 15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.
 - 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.
16. CONFLICT OF INTEREST
- 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.
 - 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to

provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17. ANTI-PROSELYTISM PROVISION

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

18. SUPPLANTING GOVERNMENT FUNDS

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

19. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

- 19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.
- 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.
- 19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.
- 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.
- 19.3 Computer Equipment
No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract.
- 19.4 Use of COUNTY Computer Equipment
COUNTY intends to permit CONTRACTOR the use of computer equipment provided by ADMINISTRATOR. Said computer equipment shall be used solely

by employees of CONTRACTOR while performing their assigned duties pursuant to this Contract, and shall remain the property of COUNTY. CONTRACTOR shall ensure that each of its employees, volunteers, consultants, or agents that have access to COUNTY facilities and/or data contained in ADMINISTRATOR's Computer Information System completes information security and computer usage training provided by ADMINISTRATOR, signs and adheres to the provisions in Attachment B and C, and signs Attachment D to this Contract and signs and adheres to any subsequent contracts required by federal or State laws or regulations. CONTRACTOR's failure to have all CONTRACTOR employees that have access to COUNTY's facilities and/or data execute the contracts and/or complete the training shall constitute a breach of this Contract.

20. BREACH SANCTIONS

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

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

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

20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

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

21. PAYMENTS

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$16,404,347, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

21.1.1 \$5,343,222 for July 1, 2022 through June 30, 2023;

21.1.2 \$5,452,639 for July 1, 2023 through June 30, 2024; and

21.1.3 \$5,608,486 for July 1, 2024 through June 30, 2025.

21.2 Allowable Costs and Usage

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, or Title 48 CFR Section 31.2 as applicable, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2023, June 2024, and June 2025, during the month of such anticipated expenditure.

21.3 Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which

may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 26 of this Contract.

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

21.3.4 Year-End and Final Claims

21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than May 31st of the following year that corresponds to each COUNTY fiscal year. Claims received after May 31st of the following year that corresponds to each COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

21.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200 or Title 48 CFR Section 31.2 as applicable, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

22. OVERPAYMENTS

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

23. OUTSTANDING DEBT

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

24. FINAL REPORT

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

25. INDEPENDENT AUDIT

25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual Independent Auditor's Report of CONTRACTOR's financial statements, in accordance with the CDSS MPP Section 23-640.2. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit

exceptions.

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

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

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

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

26.2 Client Records

26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Contract in a form acceptable to ADMINISTRATOR.

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all

pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2.

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

26.3 Public Records

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

26.4 Inspections and Audits

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

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

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

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

26.5 Evaluation Studies

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

27. PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 13 of Attachment A (hereinafter referred to as "Personnel").

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

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

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

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

- 27.2.4 The language skill, if applicable, for all Personnel.
- 27.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.
- 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 27.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 27.7 In the event a record is revealed through the processes described in Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept

the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

- 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 20 above.
- 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

28. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain,

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

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

- 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- 31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.
- 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

32. SECURITY

32.1 Security Requirements

- 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use

of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

32.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

32.1.1.4 Firewall protection.

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

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

32.2 Security Breach Notification

32.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall immediately

notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

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

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

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

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

32.3 Privacy and Confidentiality

32.3.1 CONTRACTOR may use or disclose Personally Identifiable Information (PII) only as permitted in this Contract and only to assist in the administration of services in accordance with Title 45 CFR Section 205.50 et seq. and WIC Section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written

authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Contract.

32.3.2 Access, disclosure or use of PII in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and State statutes.

32.3.3 CONTRACTOR shall advise personnel who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and State laws.

33. COPYRIGHT ACCESS

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

34. WAIVER

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

35. SERVICES DURING EMERGENCY AND/OR DISASTER

35.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically

involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

- 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.
36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA
- 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.
- 36.2 CONTRACTOR may develop and publish information related to this Contract

where all of the following conditions are satisfied:

- 36.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
- 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;
- 36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
 - 36.2.3.1 Any commercial product or service; and
 - 36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

37. REPORTS

- 37.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.
- 37.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify

the provisions of this Paragraph upon written notice to CONTRACTOR.

38. ENERGY EFFICIENCY STANDARDS

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

39. ENVIRONMENTAL PROTECTION STANDARDS

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

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

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

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

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

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 40.1.1 - 40.1.1.4.

40.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

40.1.1.1 No federal appropriated funds have been paid or will be paid, by

or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

40.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

40.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

40.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

41. POLITICAL ACTIVITY

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

42. TERMINATION PROVISIONS

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

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

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

42.4 The obligations of COUNTY under this Contract are contingent upon the

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

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

43. COOPERATIVE CONTRACT

43.1 The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price contracts, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. CONTRACTOR is responsible for providing each cooperative entity a copy of this Contract upon request by the cooperative entity. The County of Orange

makes no guarantee of usage by other users of this Contract.

43.2 The CONTRACTOR shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to COUNTY, at COUNTY's request.

44. GOVERNING LAW AND VENUE

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

45. SIGNATURE IN COUNTERPARTS

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Maximus US Services, Inc.
Bruce Perkins

Sr. Vice President

Print Name
DocuSigned by:
Bruce Perkins
DF8667C5DCA0461...
Signature

Title
4/13/2022 | 2:54:06 PM EDT
Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn S. Frost

Deputy County Counsel 3/30/22

Print Name
DocuSigned by:
Carolyn S. Frost
D3AB98D76D0B426...
Signature

Title
4/13/2022 | 1:22:01 PM PDT
Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF CASE MANAGEMENT SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to participants referred by ADMINISTRATOR in accordance with Temporary Aid to Needy Families (TANF), California Work Opportunity and Responsibility to Kids Act of 1997 (CalWORKs), Welfare-to-Work (WTW) Program requirements, and/or COUNTY policy, hereafter referred to as "PARTICIPANT(s)."

1.2 PARTICIPANT(s) include individuals determined by ADMINISTRATOR to receive Case Management Services, including, but not limited to:

1.2.1 Individuals required to participate in TANF and/or CalWORKs/WTW;

1.2.2 Exempt Volunteers;

1.2.3 Timed Out Individuals;

1.2.4 Sanctioned Individuals;

1.2.5 CalWORKs Youth; and/or

1.2.6 Individuals who are either part of the CalWORKs Assistance Unit (AU) or non-AU.

1.3 PARTICIPANT(s) referred by ADMINISTRATOR not defined in Subparagraph 1.1 and Subparagraph 1.2 of Attachment A to this Contract may be referred for services as determined by ADMINISTRATOR.

2. DEFINITIONS

2.1 Adult Basic Education: Services that include reading, writing, arithmetic, high school proficiency or General Educational Development certificate of instruction, and English as a Second Language (ESL).

2.2 All Families: An Assistance Unit that includes one (1) or two (2) aided parent(s) with one who is disabled or caretaker(s) and does not meet the definition of a Two-

Parent Family or Zero-Parent Family.

- 2.3 Appraisal: An interview utilizing the Online CalWORKs Appraisal Tool (OCAT) conducted by WTW staff to evaluate PARTICIPANT(s) skills, work history, education, and barriers to employment, to assign WTW Activities and arrange Supportive Services.
- 2.4 Assistance Unit (AU): A group of related persons living in the same home who have been determined eligible for CalWORKs and for whom cash aid has been authorized.
- 2.5 Cal-Learn: A mandatory program for pregnant and custodial teen parents under the age of nineteen (19), who have not obtained a high school diploma or equivalent and are receiving CalWORKs. The program is voluntary after the PARTICIPANT(s) turns nineteen (19) years of age and is unavailable once the PARTICIPANT(s) turns twenty (20) years of age.
- 2.6 CalWORKs Outcomes and Accountability Review (Cal-OAR): Cal-OAR establishes a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices.
- 2.7 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code (WIC) Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments that provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.
- 2.8 CalWORKs 2.0: An approach which uses tools and training strategies to help set goals that are tailored to PARTICIPANT(s) strengths in order to achieve self-sufficiency.
- 2.9 CalWORKs Federal Standards: PARTICIPANT(s) may participate in Core Activities as defined in Subparagraph 2.15 that meet the CalWORKs federal hourly

participation each week depending on the family composition.

- 2.10 CalWORKs Minimum Standards: PARTICIPANT(s) may participate in Non-Core Activities as defined in Subparagraph 2.31 that meet the CalWORKs Minimum hourly participation requirements each week depending on the family composition.
- 2.11 Case Manager (CM): An employee of ADMINISTRATOR or CONTRACTOR who provides Case Management Services to program PARTICIPANT(s) as determined by ADMINISTRATOR.
- 2.12 Caseload: The number of cases assigned in each period for which the CM is responsible. Caseload is the sum of PARTICIPANT(s) who consist of unduplicated referrals and ongoing cases.
- 2.13 Client Intervention Meetings: Meetings (e.g., Family Support Assessment, Family Resource Center Case Management Team, Children and Family Team) attended by individuals with diverse expertise as determined by ADMINISTRATOR who collaborate to assist the CalWORKs family in identifying their strengths and needs and optimize the WTW Activities and services to reach self-sufficiency.
- 2.14 Compliance Plan: A written plan developed in collaboration between the PARTICIPANT(s) and the CM, during the Good Cause Determination process, to correct the PARTICIPANT(s) noncompliance with WTW program requirements.
- 2.15 Core Activities: WTW Activities that meet the CalWORKs Federal Standards which include, but are not limited to: Unsubsidized/Subsidized Employment, Work Experience, Work Study, community service, Job Search and Job Readiness Assistance, Vocational Education and Training, Self-Initiated Program, providing child care to a community service program participant, and/or Cal-Learn.
- 2.16 Curing Plan: A written plan developed in collaboration between the PARTICIPANT(s) and the CM, after the twenty (20) day Good Cause Determination deadline, to inform the PARTICIPANT(s) of the requirements to restore aid.
- 2.17 Domestic Abuse Services: Services provided by a designated Domestic Abuse Services Unit staff that assist PARTICIPANT(s) who disclose current or past

- existence of domestic abuse and consent to being referred to the Domestic Abuse Services.
- 2.18 **Employment Readiness Assessment:** An evaluation of employability and the need for support services considering work history, employment skills, knowledge and abilities, education, educational competency level, local labor market conditions, physical limitations, or mental conditions.
- 2.19 **Exemption:** When a PARTICIPANT(s) is not required to participate in the WTW Program due to certain conditions(s) or circumstance(s).
- 2.20 **Exempt Volunteer:** CalWORKs PARTICIPANT(s) who are not required to participate in WTW but may volunteer to participate.
- 2.21 **Family Reunification Services:** CalWORKs services that Children & Family Services (CFS) determines necessary for reunifying parent(s) with their child/children.
- 2.22 **Family Stabilization:** A voluntary component of the WTW Program intended to assist families facing crisis or a difficult circumstance. Services are designed to ensure a basic level of stability within a family when a PARTICIPANT(s) presents a crisis or destabilizing situation that impairs PARTICIPANT(s)' ability prior to, or concurrently with, participation in WTW Activities. Services may include, but are not limited to, intensive case management and additional barrier-removal services and activities, such as, but not limited to, homelessness, mental health, substance use, and domestic violence.
- 2.23 **Good Cause Determination:** A process conducted between the PARTICIPANT(s) and the CM to determine if a noncompliant PARTICIPANT(s) has good cause for failing or refusing to meet CalWORKs/WTW Program requirements.
- 2.24 **Independent Job Search:** A WTW Activity for PARTICIPANT(s) who are job ready and can independently search and apply for job openings. PARTICIPANT(s) complete an assigned number of employer contacts and job applications.
- 2.25 **Integrated Job Services:** Services provided to PARTICIPANT(s) to address barriers to participation and increase the likelihood of securing employment, retaining

employment, and increasing income, thereby reducing assistance payments and recidivism, while promoting family stability and economic self-sufficiency.

- 2.26 Job Search and Job Readiness Assistance (JSR): JSR is intended to provide the participant with up-front employment readiness and structured job search assistance. JSR may follow the appraisal activity if the participant's Online CalWORKs Appraisal Tool (OCAT) identifies him or her as having minimal barrier to employment that may be addressed through the JSR activity.
- 2.27 Job Skills Training (JST): JST is designed to build and enhance skills related to a WTW participant's experience, interests, and employment goals.
- 2.28 Mental Health and Substance Use Services: Services provided to PARTICIPANT(s) referred by ADMINISTRATOR with appropriate mental health and substance use services necessary for successful completion of their WTW Activities.
- 2.29 Mutual Client: A PARTICIPANT(s) who has a CalWORKs and a CFS case open and is working with CFS staff and a WTW CM.
- 2.30 Non-Compliance: A failure or refusal by the PARTICIPANT(s) to comply with WTW Program requirements, or to meet satisfactory progress requirements, without good cause.
- 2.31 Non-Core Activities: WTW Activities that meet the CalWORKs Minimum Standards which include, but are not limited to: Job Skills Training directly related to employment; Adult Basic Education, ESL, high school diploma, general education development certificate of instruction; education directly related to employment; and specialized services such as mental health, substance use, and domestic violence.
- 2.32 Notice of Action: A form provided to a household informing them of an action which has been or will be taken concerning the household's eligibility status or level of benefits.
- 2.33 One-Stop Career Centers: Employment-based facilities which integrate community-based service providers into single workforce centers, which provide comprehensive career services and labor market information to PARTICIPANT(s)

seeking jobs under various federal and State funded programs.

- 2.34 Online CalWORKs Appraisal Tool (OCAT): A state mandated web-based tool used by CMs during the CalWORKs/WTW Appraisal and Re-Appraisal process to assess PARTICIPANT(s) needs, barriers, strengths, and work readiness.
- 2.35 Orientation: A presentation that is conducted individually or in a group setting that consists of an overview of CalWORKs and WTW Program requirements, including benefits, PARTICIPANT(s)' Rights and Responsibilities, Supportive Services, and transitional benefits.
- 2.36 PARTICIPANT: An individual who is required to participate, or has voluntarily enrolled, in the CalWORKs/WTW Program pursuant to federal and State regulations.
- 2.37 Re-Appraisal: An interview completed after Appraisal, when the PARTICIPANT(s)' circumstances change or there is a change in WTW Activities, participation requirements, or Supportive Services needs.
- 2.38 Regional Occupational Program: A public program which provides high school students and adults free important occupational skills.
- 2.39 Self-Employment: Employment that does not involve an employer, produces income at least at the federal minimum wage, and may include independent work on commission. Hours worked are determined based on the PARTICIPANT(s)' gross income and the federal minimum wage.
- 2.40 Self-Initiated Program (SIP): An approvable WTW Activity for PARTICIPANT(s) who self-enroll in an undergraduate degree or certificate program that leads to employment prior to the Appraisal process.
- 2.41 Subsidized Employment: Employment in which the PARTICIPANT(s)' employer is partially or fully reimbursed for wages and/or training costs through a government subsidy.
- 2.42 Supportive Services: Payments provided to or on behalf of PARTICIPANT(s) for

- ancillary, childcare, and transportation expenses in order to participate in WTW.
- 2.43 Temporary Assistance for Needy Families (TANF): A federal public assistance program known as CalWORKs in California, under which needy families receive financial assistance.
- 2.44 Two-Parent Family: An AU that includes two (2) aided non-disabled, natural, or adoptive parents of the same aided or non-aided minor child(ren) living in the home.
- 2.45 Unsubsidized Employment: Employment compensated by the employer at least at the state minimum wage. The employer does not receive any governmental subsidy.
- 2.46 Vocational Education and Training: Training provided by various community partners in specific job skills combining classroom theory with practical laboratory exercises.
- 2.47 Welfare-To-Work (WTW): A mandated program under CalWORKs, which requires non-exempt parents or caretakers in a CalWORKs AU to meet work requirements by participating in WTW Activities, with a goal of unsubsidized employment leading to self-sufficiency.
- 2.48 WTW Activities: A list of allowable activities that PARTICIPANT(s) may be assigned.
- 2.49 WTW Plan: An agreement developed by the CM in collaboration with the PARTICIPANT that specifies the assigned WTW Activities, participation requirements, Supportive Services, and time frames for completing the assigned WTW Activities.
- 2.50 WTW Sanction: A financial penalty consisting of a reduction in the AU grant by removing a noncompliant PARTICIPANT from the AU. A sanction is imposed when a PARTICIPANT fails or refuses, without good cause, to sign a WTW plan or participate in assigned WTW Activities.
- 2.51 Work Experience (WEX): A time limited paid or unpaid training activity with a public or private sector, including nonprofit agency or for-profit employers, which

provides the PARTICIPANT(s) with basic job skills, enhances existing job skills in a position related to the PARTICIPANT(s)' experience, or provides a needed community service that shall lead to unsubsidized employment.

- 2.52 Work Participation Rate: The percentage of Orange County's caseload, including COUNTY and CONTRACTOR caseloads, that meets the minimum work participation requirements in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.
- 2.53 Work Participation Requirements: The minimum number of work participation hours per week required per AU in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.
- 2.54 Work Study: A WTW Activity available to qualified students at local community colleges and universities. This activity is used primarily to supplement participation hours spent in Vocational Education and Training activities.
- 2.55 Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA): The federal WIA of 1998 provides the framework for a national workforce preparation and employment system. Title I of WIA authorizes and funds several employment and training programs in California. Workforce investment activities authorized by WIA are provided at the local level via One-Stop Career Centers, to PARTICIPANT(s) in need of those services. The WIA's primary purpose is to provide workforce investment activities that increase the employment, retention, and earnings of PARTICIPANT(s), and increase occupational skill attainment by PARTICIPANT(s).
- 2.56 Zero Parent Family: A CalWORKs AU in which all parents/caretaker relatives are non-aided and/or ineligible.

3. OUTCOME OBJECTIVES

ADMINISTRATOR, at its sole discretion, may require changes to the Outcome Objectives stated below.

- 3.1 Throughout the term of the Contract:
- 3.1.1 CONTRACTOR shall provide services to approximately fifty percent

- (50%) of PARTICIPANT(s) eligible for Case Management Services, as specified by ADMINISTRATOR.
- 3.1.2 Ninety-five percent (95%) of PARTICIPANT(s) within CONTRACTOR's caseload referred to CONTRACTOR by ADMINISTRATOR will be scheduled for an Orientation within three (3) business days of receipt of the case by CONTRACTOR from ADMINISTRATOR.
- 3.1.3 Ninety-five percent (95%) of PARTICIPANT(s) within CONTRACTOR's caseload referred to CONTRACTOR by ADMINISTRATOR will be scheduled for an Appraisal within (5) business days from CONTRACTOR making initial contact with PARTICIPANT(s).
- 3.1.4 CONTRACTOR shall resolve the sanction and restore aid for ten percent (10%) of PARTICIPANT(s), in sanctioned status, within CONTRACTOR's caseload or referred to CONTRACTOR by ADMINISTRATOR.
- 3.2 Ensure that at least twenty percent (20%) of PARTICIPANT(s) within CONTRACTOR's caseload or referred to CONTRACTOR, on a quarterly basis, attain and/or maintain earnings that meet the following criteria:
- 3.2.1 State minimum wage; and
- 3.2.1.1 Meet TANF participation requirements by completing all required hours with employment based on PARTICIPANT(s) family type; or
- 3.2.1.2 Are employed a minimum of twenty (20) hours per week and participating in a concurrent WTW Activity to meet the required TANF participation requirements based on PARTICIPANT(s) family type.
- 3.3 CONTRACTOR shall achieve a TANF Work Participation Rate of fifty percent (50%) for PARTICIPANT(s) within CONTRACTOR's caseload or referred to CONTRACTOR, on a quarterly basis.
4. HOURS OF OPERATION

- 4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 7:00 a.m. to 5:30 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible. CONTRACTOR shall offer employed PARTICIPANT(s) support via CONTRACTOR's Employee Assistance Program by phone, Monday through Sunday, twenty-four (24) hours each day.
- 4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 20, and shall not be reimbursed.

5. GENERAL REQUIREMENTS

CONTRACTOR shall:

- 5.1 Ensure delivery of services is based on the following principles:
- 5.1.1 Sensitive to literacy, language, and socio-cultural issues that may impact PARTICIPANT(s);
 - 5.1.2 Integrated, coordinated, and easily accessible resources for PARTICIPANT(s);
 - 5.1.3 Strength-based, family-friendly, and family-centered services;
 - 5.1.4 Community-based, integrated services that coordinate federal, State, and community funding opportunities; and
 - 5.1.5 Outcome-driven and focused on identifying indicators that accurately reflect progress towards stated Outcome Objectives in Paragraph 3 of Attachment A.

- 5.2 Work with and motivate PARTICIPANT(s) with multiple barriers to enhance their employability through engagement in preparatory activities and placement in paying jobs, with appropriate support, where PARTICIPANT(s) will earn enough, or consistently progress towards enough earnings, to be considered self-sufficient.
 - 5.3 Ensure Case Management Services components include: Orientation; Appraisal; Employment and Job Services; SIP; Employment Readiness Assessment; WTW Plan; WTW Activities; maintaining weekly and/or monthly contacts; Specialized Case Management as specified in Subparagraph 6.8 of Attachment A, Exemptions, Non-Compliance, and other Case Management Services.
 - 5.4 Provide information deemed necessary by ADMINISTRATOR to complete any federal and/or State-required reports related to services provided.
 - 5.5 Provide PARTICIPANT(s) with ongoing case management to help PARTICIPANT(s) meet their participation requirements and overcome barriers to participation to achieve and maintain economic self-sufficiency.
 - 5.6 Provide bilingual staff to serve PARTICIPANT(s) who speak Arabic, English, Farsi, Spanish, Vietnamese, or any other language consistent with and having a constant ratio to the target populations, as determined by ADMINISTRATOR.
 - 5.7 Outside translation services will be utilized for those PARTICIPANT(s) whose primary language is other than those listed in Subparagraph 5.6 above or any other language in which the CONTRACTOR's staff are not fluent. When the PARTICIPANT(s) exhibits the need for outside translation services, the CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR.
 - 5.8 Ensure CONTRACTOR's staff is trained and competent in: TANF, CalWORKs/WTW Program requirements and/or COUNTY policies and procedures; COUNTY data system(s); welfare fraud and child abuse/elder abuse reporting requirements; the State Hearing process; and Civil Rights compliance requirements.
6. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

6.1 Orientation

- 6.1.1 Schedule the Orientation with PARTICIPANT(s) within three (3) business days of receipt of the case by CONTRACTOR from ADMINISTRATOR;
- 6.1.2 Arrange transportation, childcare, or other supports to enable PARTICIPANT(s) to participate in Orientation;
- 6.1.3 Conduct reminder contact and ensure support services are in place for PARTICIPANT(s) one (1) business day prior to the scheduled Orientation;
- 6.1.4 Ensure the Orientation is completed as required by CalWORKs/WTW Program requirements and/or COUNTY policy;
- 6.1.5 Document Orientation scheduling and completion in the COUNTY data system;
- 6.1.6 Schedule an Orientation at a time and place that does not interfere with the PARTICIPANT(s)' WTW Activity; and
- 6.1.7 Make a Good Cause Determination based on the PARTICIPANT(s)' circumstances.

6.2 Appraisal

- 6.2.1 Schedule the Appraisal with PARTICIPANT(s) within five (5) business days of initial contact with PARTICIPANT(s);
- 6.2.2 Arrange transportation, childcare, or other supports, prior to scheduled Appraisal;
- 6.2.3 Conduct reminder contacts and ensure support services are in place for PARTICIPANT(s) one (1) business day prior to the scheduled Appraisal;
- 6.2.4 Conduct an Appraisal with the PARTICIPANT(s) utilizing OCAT and CalWORKs 2.0 tools;
- 6.2.5 Document the Appraisal scheduling and completion in COUNTY data system(s) upon scheduling and completing the Appraisal;
- 6.2.6 Offer, explain, and complete referrals to Supportive Services if the Appraisal results indicate the PARTICIPANT(s) faces barriers that impair their ability to participate in WTW Activities;
- 6.2.7 Conduct a Re-Appraisal as required by ADMINISTRATOR; and

- 6.2.8 Include the following in Appraisals:
 - 6.2.8.1 Evaluation and assistance in preparation of the family's monthly budget.
 - 6.2.8.2 Information regarding the PARTICIPANT(s)' WTW Rights and Responsibilities, including good cause, compliance, grievance, and appeals processes.
 - 6.2.8.3 Evaluation and explanation of available Supportive Services.
- 6.3 Integrated Job Services
 - 6.3.1 Refer PARTICIPANT(s) to Integrated Job Services to assist in overcoming barriers and achieving self-sufficiency.
 - 6.3.2 PARTICIPANT(s) not referred to Integrated Job Services include, but are not limited to, PARTICIPANT(s) in the Cal-Learn Program.
- 6.4 Self-Initiated Program
 - 6.4.1 Review and approve each education or training program in which a SIP PARTICIPANT(s) was enrolled prior to the date of Appraisal;
 - 6.4.2 Approve or deny the SIP per TANF, CalWORKs/WTW Program requirements and/or COUNTY policy;
 - 6.4.3 Monitor the required number of hours in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy;
 - 6.4.4 Monitor attendance of PARTICIPANT(s)' in their approved SIP and transition the PARTICIPANT(s) to employment when they have completed their SIP;
 - 6.4.5 Ensure PARTICIPANT(s) who are enrolled in an education/training program less than the required number of weekly hours, are participating in concurrent WTW Activities which will result in meeting the required number of weekly hours in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and
 - 6.4.6 Ensure that in a two (2)-parent household, consisting of two (2) SIPs, each parent shall participate at the minimum weekly hours in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.

- 6.5 Employment Readiness Assessment
 - 6.5.1 Refer PARTICIPANT(s) to Employment Readiness Assessment as required by ADMINISTRATOR.
 - 6.5.2 If Employment Readiness Assessment indicates evidence of a learning disability, refer PARTICIPANT(s) for a Learning Disability Evaluation, as required by ADMINISTRATOR.
- 6.6 Welfare-to-Work Plan
 - 6.6.1 Develop the WTW Plan, in collaboration with the PARTICIPANT(s).
The following should be considered in developing the WTW Plan:
 - 6.6.1.1 Employment Readiness Assessment results;
 - 6.6.1.2 Utilization of family strengths;
 - 6.6.1.3 Skills and abilities;
 - 6.6.1.4 Educational background;
 - 6.6.1.5 Employment history;
 - 6.6.1.6 Physical and/or mental health limitations;
 - 6.6.1.7 Family circumstances, such as housing, transportation, childcare, homelessness, and domestic abuse;
 - 6.6.1.8 Child Welfare Services case plan requirements;
 - 6.6.1.9 Long-term and short-term employment goals and desires;
 - 6.6.1.10 Identification of perceived barriers to participation specific to the PARTICIPANT(s)' circumstances that, if not addressed, could hinder participation in the WTW Program;
 - 6.6.1.11 Identification of WTW Activities that will facilitate and expedite the PARTICIPANT(s)' ability to become self-sufficient. WTW Activities shall meet the required hours, and shall not interfere with other mandates (i.e., mandated counseling, court appearances, or CFS requirements), and shall be practical and achievable by the PARTICIPANT(s);
 - 6.6.1.12 Participation requirements are in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and

- 6.6.1.13 Appropriate accommodations for identified learning disabilities in collaboration with PARTICIPANT(s).
- 6.6.2 Explain the WTW Plan to PARTICIPANT(s); acquire PARTICIPANT(s)' signature within ninety (90) days from the date PARTICIPANT(s) is required to participate in WTW; conduct home visits as necessary to ensure success of the WTW Plan; and document the information in the COUNTY data system(s).
- 6.6.3 Monitor PARTICIPANT(s)' compliance in WTW Plan.
- 6.7 WTW Activities
 - 6.7.1 Refer PARTICIPANT(s) to WTW Activities per TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy. WTW Activities include Core/Non-Core Activities.
 - 6.7.2 Assign the required number of hours of Core/Non-Core Activities that meet the CalWORKs federal minimum standards.
 - 6.7.3 Engage PARTICIPANT(s) in WTW Activities including, but not limited to:
 - 6.7.3.1 Adult Basic Education;
 - 6.7.3.2 Subsidized, Unsubsidized, or Self-Employment;
 - 6.7.3.3 Integrated Job Services;
 - 6.7.3.4 Mental Health and Substance Use Services;
 - 6.7.3.5 Domestic Abuse Services;
 - 6.7.3.6 Family Stabilization;
 - 6.7.3.7 Vocational Education and Training;
 - 6.7.3.8 WEX;
 - 6.7.3.9 Work Study;
 - 6.7.3.10 Independent Job Search; and/or
 - 6.7.3.11 Other activities deemed necessary.
 - 6.7.4 Maintain weekly and/or monthly contact with all PARTICIPANT(s), to monitor PARTICIPANT(s) engagement and participation in WTW Activities. Contacts include, but are not limited to:
 - 6.7.4.1 Face-to-face contact with PARTICIPANT(s);

- 6.7.4.2 Home/site visits with PARTICIPANT(s);
- 6.7.4.3 Letters/correspondence;
- 6.7.4.4 Telephone contact;
- 6.7.4.5 Email;
- 6.7.4.6 Text; and/or
- 6.7.4.7 Other communication methods as approved or required by ADMINISTRATOR.

6.8 Specialized Case Management

- 6.8.1 Provide Specialized Case Management Services including, but not limited to, the following:
 - 6.8.1.1 Cal-Learn;
 - 6.8.1.2 Domestic Abuse Services;
 - 6.8.1.3 Family Stabilization; and/or
 - 6.8.1.4 Other PARTICIPANT(s) as referred by ADMINISTRATOR (e.g., homeless, behavioral health, etc.).

6.9 Participation Requirements

- 6.9.1 All Families:
 - 6.9.1.1 Adults in a single parent AU with a child under the age of six (6) years old (without another parent in the home) are required to participate in Core WTW Activities for a minimum average of twenty (20) hours per week.
 - 6.9.1.2 Adults in a single parent AU with no child under the age of six (6) years old (without another parent in the home); adults in a single parent AU with a child under the age of six (6) years old (with another parent/stepparent in the home); two (2) aided adults where one (1) adult is disabled, with a child under the age of six (6) years old; two (2) aided adults where one (1) adult is disabled, with no child under the age of six (6) years old, are required to participate in WTW Activities for a minimum average of thirty (30) hours per week, of which twenty (20) hours must be Core WTW Activities.

6.9.2 Two-Parent Family:

6.9.2.1 Two (2) aided adults, where neither adult is disabled, are required to participate in WTW Activities for a minimum average of thirty-five (35) hours per week, of which thirty (30) hours must be Core WTW Activities.

6.9.2.2 The participation requirements are subject to change, according to TANF, CalWORKs and WTW Program requirements and/or COUNTY policy.

6.10 Exemptions

6.10.1 Evaluate the PARTICIPANT(s) for an Exemption from WTW participation during Appraisal, during the Good Cause Determination, when a problem in WTW participation is identified, or when the PARTICIPANT(s)' requests to be evaluated for an Exemption.

6.10.2 Obtain documentation to support the Exemption.

6.10.3 Send recommendation to COUNTY to grant the Exemption within one (1) business day from the exemption request.

6.10.4 Monitor and evaluate voluntary participation with PARTICIPANT(s) and offer Supportive Services.

6.10.5 Continue to provide Case Management Services to PARTICIPANT(s) exempt from WTW participation as required by ADMINISTRATOR.

6.11 Non-Compliance

6.11.1 Assist PARTICIPANT(s) in overcoming barriers to participation prior to initiating Non-Compliance.

6.11.2 Initiate Non-Compliance when the PARTICIPANT(s) fails or refuses to comply with WTW requirements without good cause.

6.11.3 Request authorization for a request of Non-Compliance from the ADMINISTRATOR prior to notifying the PARTICIPANT(s) of the Non-Compliance.

6.11.4 Meet or contact the PARTICIPANT(s) to determine good cause by the end of the 20-day deadline from date PARTICIPANT(s) is notified of the Non-Compliance.

- 6.11.5 Notify COUNTY of Good Cause Determination outcome.
 - 6.11.6 Develop a Compliance Plan per TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy.
 - 6.11.7 Notify COUNTY to impose the WTW Sanction when:
 - 6.11.7.1 PARTICIPANT(s) fails to meet or contact the CM within twenty (20) calendar days from failure/refusal to comply with WTW Program requirements;
 - 6.11.7.2 Does not have good cause for not complying with WTW requirement;
 - 6.11.7.3 Does not agree to a Compliance Plan,; and/or
 - 6.11.7.4 Fails to complete the Compliance Plan without good cause.
 - 6.11.8 Develop a Curing Plan per TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy.
 - 6.11.9 Participate in any WTW Sanction prevention and/or re-engagement efforts as required by ADMINISTRATOR.
- 6.12 Other Service Requirements
- 6.12.1 Participate in Client Intervention Meetings as required by ADMINISTRATOR.
 - 6.12.2 Refer PARTICIPANT(s) to services as necessary to address and overcome barriers to participation. Services include, but are not limited to: Domestic Abuse Services, Mental Health and Substance Use Services, Workforce Investment Boards (WIB), community colleges, Adult Basic Education, Regional Occupational Programs, and job fairs.
 - 6.12.3 After PARTICIPANT(s)' initial referral is sent to a service provider, CONTRACTOR shall complete follow-up contact within seven (7) business days to ensure the referral was successful.
 - 6.12.4 Maintain ongoing communication with ADMINISTRATOR and/or other service providers to ensure a common understanding of PARTICIPANT(s)' participation status and/or needs.
 - 6.12.5 Participate in all Cal-OAR efforts as required by ADMINISTRATOR;
 - 6.12.6 Provide Case Management Services to WTW Exempt Volunteers as

required by ADMINISTRATOR.

6.12.7 Provide services that are in alignment with State and Federal Work Participation Rate requirements.

7. ADDITIONAL RESPONSIBILITIES

7.1 Case Narratives

7.1.1 Accurately maintain and update case narratives as required by ADMINISTRATOR. All entries by CONTRACTOR are to be entered into the case record in a format approved by ADMINISTRATOR. Case narratives shall include, but are not limited to, the following items:

7.1.1.1 Date WTW case is assigned;

7.1.1.2 Current status of the case, including assessment of service needs and barriers to participation, actions taken, and status of referrals;

7.1.1.3 Dates, including but not limited to; appointments, case closures or transfers; pending and/or incomplete actions; and the type of contact for all communication, including required weekly and/or monthly contact(s);

7.1.1.4 Assigned WTW Activities;

7.1.1.5 Required weekly participation hours;

7.1.1.6 Use of mandatory CalWORKs 2.0 tools;

7.1.1.7 Case Manager name and caseload number after each entry; and/or

7.1.1.8 Any additional information as required by ADMINISTRATOR.

7.2 Case Records

7.2.1 CONTRACTOR shall maintain an imaged (electronic) case record. The content of the case records shall be in a format approved by ADMINISTRATOR. The case record shall contain any documentation not included in COUNTY data system.

7.2.2 Information in case records shall be treated as confidential and only released to ADMINISTRATOR as required, or to others upon ADMINISTRATOR approval.

7.2.3 Items in the case records may include, but are not limited to, the following:

- 7.2.3.1 Utilization of CalWORKs 2.0 tools;
- 7.2.3.2 Assessment report;
- 7.2.3.3 WTW Plans;
- 7.2.3.4 All Notices of Action;
- 7.2.3.5 Documentation of services provided, including contacts with, and on behalf of PARTICIPANT(s) and general observations;
- 7.2.3.6 Documentation of service providers working with PARTICIPANT(s) or members of PARTICIPANT(s)'s family, including payments made to the provider;
- 7.2.3.7 Childcare arrangements and documentation;
- 7.2.3.8 Documentation and justification for Supportive Services;
- 7.2.3.9 Documentation of participation hours;
- 7.2.3.10 Documentation regarding the Non-Compliance process;
- 7.2.3.11 Attendance and progress reports, including those from service providers;
- 7.2.3.12 Family composition;
- 7.2.3.13 Release forms required for collateral contacts;
- 7.2.3.14 Documentation of language needs and how they were resolved;
- 7.2.3.15 Copies of the Rights and Responsibilities, and other forms and documents as required by ADMINISTRATOR; and
- 7.2.3.16 Medical verifications of disabilities.

7.3 Case Closures

- 7.3.1 Complete all required entries in the COUNTY data system(s).
- 7.3.2 Offer and complete referral to post-aid Supportive Services as necessary.
- 7.3.3 Complete Integrated Job Services referrals as necessary.
- 7.3.4 Close PARTICIPANT(s) case records as required by ADMINISTRATOR.

7.4 Case Reviews

- 7.4.1 Supervisor Reviews
 - 7.4.1.1 ADMINISTRATOR shall require CONTRACTOR to review a minimum number of active WTW cases in a format approved by

ADMINISTRATOR, on a monthly basis. Reviews shall be submitted by CONTRACTOR to ADMINISTRATOR by the 15th of the following month.

7.4.1.2 Record case review findings in COUNTY case review database.

7.4.1.3 Cases shall be randomly selected as determined by ADMINISTRATOR.

7.4.1.4 Supervisor reviews shall include, but not be limited to:

7.4.1.4.1 Overall case management and application of TANF, CalWORKs/WTW Program requirements and/or COUNTY Policy;

7.4.1.4.2 PARTICIPANT(s)' participation hours and efforts to keep PARTICIPANT(s) engaged and in compliance;

7.4.1.4.3 WTW Plans, WTW Activities and attendance, COUNTY data system entries, and imaged documents in COUNTY imaging system.

7.4.1.4.4 Case discrepancies;

7.4.1.4.5 Coordinate case transfers with COUNTY staff per COUNTY Policy; and

7.4.1.4.6 Any other identified corrective actions required.

7.4.1.5 Ensure corrective actions, if applicable, are completed within ten (10) business days of completion of each individual review.

7.5 Operational Changes

7.5.1 CONTRACTOR shall inform ADMINISTRATOR and on-site COUNTY management staff in advance, or within twenty-four (24) business hours of any operational change that could result in an impact to co-located COUNTY staff workload, caseload, or provision of services.

7.6 Forms and Publications

7.6.1 ADMINISTRATOR will provide a camera-ready copy of all mandatory State and COUNTY forms to CONTRACTOR. CONTRACTOR shall be responsible for duplication and distribution of the forms to its staff. CONTRACTOR may develop their own internal forms; however, internal

forms must be reviewed and approved by ADMINISTRATOR prior to implementation and/or distribution.

7.6.2 All publications developed under this Contract, including but not limited to fliers and newsletters, will be subject to written approval of ADMINISTRATOR prior to distribution.

7.7 Welfare Fraud Investigation Referrals

7.7.1 If CalWORKs eligibility or Supportive Services payment fraud is suspected, either by the PARTICIPANT(s) or a service provider, CONTRACTOR shall inform COUNTY to initiate an investigation referral.

7.8 Time Study

7.8.1 CONTRACTOR shall adhere to COUNTY time study procedures by identifying and reporting time devoted to the delivery of services under this Contract.

7.8.2 Time studies shall be completed by CONTRACTOR in the months of February, May, August, and November of each year. Completed time studies shall be made available to ADMINISTRATOR by the seventh calendar day of the month, following each month in which the time study is to be completed.

7.8.3 Supervisory staff do not complete detailed time studies, but shall record the total hours worked per day in a time study month.

7.8.4 CONTRACTOR's supervisors shall review staff time study detail reports for accuracy and ensure consistency with reported work hours for the same period.

8. FACILITIES

8.1 Administrative services under this Contract shall be provided at:

Maximus US Services, Inc.
1891 Metro Center Drive
Reston, Virginia 20190

8.2 CONTRACTOR shall provide services, pursuant to rent free license agreement(s) with the COUNTY, at the following COUNTY facilities, or as determined by COUNTY:

Anaheim Regional Center
3320 E. La Palma Ave
Anaheim, CA 92806

Laguna Hills Regional Center
23330 Moulton Pkwy
Laguna Hills, CA 92653

Santa Ana Regional Center
1928 S. Grand Ave
Santa Ana, CA 92705

Cypress Regional Center
6100 Chip Ave
Cypress, CA 90630

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

9. MEETINGS

9.1 CONTRACTOR shall attend monthly meetings with COUNTY, other COUNTY contracted service providers, community partners, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR. Upon mutual agreement of

CONTRACTOR and ADMINISTRATOR, CONTRACTOR may attend meetings remotely. CONTRACTOR shall assign a liaison, at no cost to COUNTY, to consult regarding specific cases, be available to answer questions, and provide additional information as needed.

10. PERFORMANCE MONITORING

10.1 CONTRACTOR's performance will be monitored and reviewed by ADMINISTRATOR. CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for monitoring contract deliverables and services, and cooperate with authorized County, State, and/or federal representatives who may audit TANF, CalWORKs/WTW Program requirements and/or COUNTY policy for compliance.

10.2 ADMINISTRATOR will use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to, the following:

10.2.1 Monthly reviews of CONTRACTOR's case management performance. ADMINISTRATOR will inspect CONTRACTOR cases, related COUNTY data system entries, and applicable data reports to ensure compliance with the requirements in Attachment A;

10.2.2 Random sampling of program activities, including a review of case files each month;

10.2.3 Activity checklists and random observations;

10.2.4 Computer data system reports;

10.2.5 PARTICIPANT(s) complaints and/or WTW PARTICIPANT(s) questionnaires;

10.2.6 Any CalWORKs/WTW eligibility determination request; and

10.2.7 Service provider complaints or reports.

10.3 When it is determined that services were not performed in accordance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy during the review period, ADMINISTRATOR may, at its sole discretion, require corrective action plans. CONTRACTOR shall validate, review, and respond to the preliminary findings. CONTRACTOR shall remedy the performance defects

within the time period specified in the corrective action plan.

11. HANDLING COMPLAINTS

- 11.1 CONTRACTOR shall develop, operate, and maintain procedures for receiving, investigating, and responding to PARTICIPANT(s)' complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments and other complaints relating to services provided under this Contract.
- 11.2 CONTRACTOR's staff shall maintain a log for identification and response to PARTICIPANT(s)' complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted, which adheres to formal plans for specific actions and strict time deadlines. Responses to complaints shall occur within two (2) business days, unless otherwise authorized by COUNTY.
- 11.3 When CONTRACTOR believes any complaint may have legal implications for CONTRACTOR or COUNTY, CONTRACTOR shall forward such complaint immediately to COUNTY prior to responding to the complaint.
- 11.4 CONTRACTOR shall provide to COUNTY, in a form approved by COUNTY, information pertaining to complaints, as well as CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint.
- 11.5 CONTRACTOR shall provide a summary of all complaints, including Civil Rights Complaints, and/or negative comments, on a monthly basis, as prescribed and on a format approved by COUNTY. Complaints include, but are not limited to, complaints from PARTICIPANT(s), other COUNTY contracted service providers, community organizations, and the public.

12. BUDGET

12.1 The budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

BUDGET FOR PERIOD OF JULY 1, 2022, THROUGH June 30, 2023

STAFFING AND BENEFITS:

| <u>STAFFING</u> | <u>Position Type</u> ⁽¹⁾ | <u>Maximum Hourly Rate</u> ⁽²⁾ | <u>FTEs</u> ⁽³⁾ | <u>Amount</u> |
|-----------------|---|---|----------------------------|---------------|
|-----------------|---|---|----------------------------|---------------|

| | | | | |
|--|---|---------|--------|--------------------|
| Supervisor | D | \$31.01 | 7.00 | |
| Specialized Case Manager | D | \$25.03 | 7.00 | |
| Case Manager | D | \$22.38 | 34.00 | |
| Supervisor (re-engagement) | D | \$31.01 | 1.00 | |
| Office Assistant | A | \$16.33 | 4.00 | |
| Executive Oversight | A | \$64.38 | 0.20 | |
| Project Director | A | \$51.53 | 1.00 | |
| Performance/Quality Manager | A | \$35.90 | 1.00 | |
| Operations Manager | A | \$37.63 | 2.00 | |
| Training and Quality Coordinator | A | \$24.75 | 3.00 | |
| IT Labor Support (Shared) | A | \$58.56 | 0.20 | |
| Finance Support | A | \$55.14 | 0.20 | |
| HR Management/Support | A | \$45.87 | 0.10 | |
| HR Specialist | A | \$30.64 | 0.95 | |
| Vacancy Rate | A | \$24.20 | (2.60) | |
| Staffing Subtotal | | | | \$3,105,151 |
| Employee Benefits ⁽⁴⁾ | | | | \$836,851 |
| TOTAL STAFFING & EMPLOYEE BENEFITS | | | | \$3,942,002 |
| TOTAL SERVICES AND SUPPLIES ⁽⁵⁾ | | | | \$162,550 |
| SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES | | | | \$4,104,552 |
| <u>INDIRECT COSTS^{(6) (7)}</u> | | | | \$889,063 |
| <u>PROFIT⁽⁸⁾</u> | | | | \$349,607 |
| MAXIMUM OBLIGATION JULY 1, 2022 - JUNE 30, 2023 | | | | \$5,343,222 |

BUDGET FOR PERIOD OF JULY 1, 2023, THROUGH June 30, 2024

STAFFING AND BENEFITS:

| <u>STAFFING</u> | <u>Position Type ⁽¹⁾</u> | <u>Maximum Hourly Rate⁽²⁾</u> | <u>FTEs⁽³⁾</u> | <u>Amount</u> |
|--------------------------|-------------------------------------|--|---------------------------|---------------|
| Supervisor | D | \$32.57 | 7.00 | |
| Specialized Case Manager | D | \$25.69 | 7.00 | |
| Case Manager | D | \$22.98 | 34.00 | |

| | | | | |
|--|---|---------|--------|--------------------|
| Supervisor (re-engagement) | D | \$32.57 | 1.00 | |
| Office Assistant | A | \$16.97 | 4.00 | |
| Executive Oversight | A | \$66.09 | 0.20 | |
| Project Director | A | \$52.90 | 1.00 | |
| Performance/Quality Manager | A | \$36.85 | 1.00 | |
| Operations Manager | A | \$37.73 | 2.00 | |
| Training and Quality Coordinator | A | \$25.41 | 3.00 | |
| IT Labor Support (Shared) | A | \$60.12 | 0.20 | |
| Finance Support | A | \$56.37 | 0.20 | |
| HR Management/Support | A | \$47.09 | 0.10 | |
| HR Specialist | A | \$31.45 | 0.95 | |
| Vacancy Rate | | \$24.96 | (2.60) | |
| Staffing Subtotal | | | | \$3,197,452 |
| Employee Benefits ⁽⁴⁾ | | | | \$850,255 |
| TOTAL STAFFING & EMPLOYEE BENEFITS | | | | \$4,047,707 |
| TOTAL SERVICES AND SUPPLIES ⁽⁵⁾ | | | | \$138,399 |
| SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES | | | | \$4,186,106 |
| <u>INDIRECT COSTS^{(6) (7)}</u> | | | | \$909,767 |
| <u>PROFIT⁽⁸⁾</u> | | | | \$356,766 |
| MAXIMUM OBLIGATION JULY 1, 2023 - JUNE 30, 2024 | | | | \$5,452,639 |

BUDGET FOR PERIOD OF JULY 1, 2024, THROUGH June 30, 2025

STAFFING AND BENEFITS:

| <u>STAFFING</u> | <u>Position Type ⁽¹⁾</u> | <u>Maximum Hourly Rate⁽²⁾</u> | <u>FTEs⁽³⁾</u> | <u>Amount</u> |
|----------------------------|-------------------------------------|--|---------------------------|---------------|
| Supervisor | D | \$33.70 | 7.00 | |
| Specialized Case Manager | D | \$26.20 | 7.00 | |
| Case Manager | D | \$23.43 | 34.00 | |
| Supervisor (re-engagement) | D | \$33.70 | 1.00 | |
| Office Assistant | A | \$17.45 | 4.00 | |
| Executive Oversight | A | \$67.41 | 0.20 | |

| | | | | |
|--|---|---------|--------|--------------------|
| Project Director | A | \$53.95 | 1.00 | |
| Performance/Quality Manager | A | \$37.58 | 1.00 | |
| Operations Manager | A | \$38.48 | 2.00 | |
| Training and Quality Coordinator | A | \$25.91 | 3.00 | |
| IT Labor Support (Shared) | A | \$61.31 | 0.20 | |
| Finance Support | A | \$57.26 | 0.20 | |
| HR Management/Support | A | \$48.03 | 0.10 | |
| HR Specialist | A | \$32.08 | 0.95 | |
| Vacancy Rate | | \$25.53 | (2.60) | |
| Staffing Subtotal | | | | \$3,269,213 |
| Employee Benefits ⁽⁴⁾ | | | | \$893,446 |
| TOTAL STAFFING & EMPLOYEE BENEFITS | | | | \$4,162,659 |
| TOTAL SERVICES AND SUPPLIES ⁽⁵⁾ | | | | \$143,168 |
| SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES | | | | \$4,305,827 |
| <u>INDIRECT COSTS^{(6) (7)}</u> | | | | <u>\$935,696</u> |
| <u>PROFIT⁽⁸⁾</u> | | | | <u>\$366,963</u> |
| MAXIMUM OBLIGATION JULY 1, 2024 - JUNE 30, 2025 | | | | \$5,608,486 |

(1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to PARTICIPANT(s) and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

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

(3) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Contract. This percentage is based upon a 40-hour work week. For salaried

employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Contract, regardless of the number of hours actually worked.

- (4) Employee Benefits include: project and management bonuses; Medical, Dental, Life and Disability Insurance; 401(k) expenses; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation expenses, based on the currently prevailing rates. Other benefits include: employee welfare benefit; transportation and training; subsidy to cover Covid-related absences; and fringe costs associated with work performed by CONTRACTOR employees outside of Maximus US Services, Inc. group for the benefit of CONTRACTOR projects (standard rate of 42% of charged labor used). Employee bonuses not to exceed four percent (4%) of Direct and Administrative Services annual salaries. CONTRACTOR will utilize the performance bonus as reward and recognition for those employees who meet or exceed performance requirements or program objectives. The overall benefit rate shall not exceed: 26.92% for July 1, 2022, through June 30, 2023; 26.56% for July 1, 2023, through June 30, 2024; 27.30% for July 1, 2024, through June 30, 2025, of the actual salary expense claimed.
- (5) Services and supplies shall include expenses for: technology, telephone, travel, office supplies, postage, express mail, and printing and graphics. Travel includes all costs associated with all out of town and local travel for: project related staff training; client home visits; project planning; and project reviews. Travel costs include: airfare; lodging; rental car; mileage; and meals. CONTRACTOR shall adhere to the Federal Travel Regulations and Joint Travel Regulation policies to set guidelines for each employee. CONTRACTOR travel policy shall be made available to each employee and strictly enforced through internal controls. Office expenses include: all office supplies, not provided by the ADMINISTRATOR, required to perform the services under this Contract; standard office supplies such as paper, copier toner, printer toner, pens, pencils, binding materials; and postage expenses. Also included are the cost of subscriptions, staff meetings, employment verification costs and printing. Mileage is limited to the amount allowed by IRS.

- (6) Indirect Costs include Overhead costs and General and Administrative costs. Overhead costs include: overhead labor and associated fringe benefits; any rent related to division level space; travel related expenses; severance; division level depreciation and amortization; and allocation of certain company level home office expenses for human resources and Information Technology help desk functions. The company level expenses that are allocated through the Overhead costs are applied based on estimated division-level headcount. Overhead costs are calculated by multiplying the overhead percentage rate by the sum of direct labor and fringe benefit costs [Overhead = (Total Labor + Employee Benefits) x Overhead Rate]. The Overhead rate applied here is 10.0%. General and Administrative costs include: an allocation of certain home office expenses not covered in the overhead pools including departments such as the office of CEO and CFO, General Counsel, Accounting, Tax and Investor Relations; an allocation of the US Services Reporting Segment costs; and bid and proposal costs supporting the division. G&A is calculated by multiplying the G&A percentage rate by the sum of direct labor, fringe benefits, overhead, and G&A bearing other direct costs (excluding expenses related to subcontractors, interdivisional costs, and deferred contract cost amortization) [G&A = (Total Labor + Employee Benefits + Overhead + G&A bearing Other Direct Costs) x G&A Rate]. The G&A rate applied here is 11.0%. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.
- (7) Following the close of each fiscal year occurring September 30th, CONTRACTOR will engage the services of a Certified Public Accountant firm to audit divisions and/or programs which require indirect rate audits. Consistent with practices incorporated by the Federal Government under Federal Accounting Regulations principles, CONTRACTOR will invoice the State annually for a one-time true up adjustment to reflect the final, actual audited indirect rates for the year.
- (8) Profit not to exceed 7% of total requested budget each fiscal year.
- 12.2 ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions

without changing COUNTY's maximum funding obligation as stated in Subparagraph 21.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

- 12.3 In the event one of the annual budgets shown in Subparagraph 12.1 of this Attachment A is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the term of July 1, 2022, through June 30, 2023, is modified, the modification will be effective until June 30, 2023. Beginning July 1, 2023, the budget will revert to the budget included in Subparagraph 12.1 of this Attachment A until it is modified, if applicable.

13. STAFFING REQUIREMENTS

CONTRACTOR shall:

- 13.1 Recruit, hire, and retain the requisite number of culturally and linguistically appropriate staff to operate program services as provided for in the budget.
- 13.2 Maintain a staffing ratio as determined by ADMINISTRATOR.
- 13.3 Provide training and maintain a competent, stable, and experienced workforce to fulfill service requirements.
- 13.4 Retain staff with interpersonal skills to address challenges with providing Case Management Services to difficult-to-serve populations.
- 13.5 Fill any vacancies, which may occur during the term of this Contract, in order to ensure the continuous and efficient delivery of services to PARTICIPANT(s). CONTRACTOR shall fill any vacancies with individuals with the appropriate experience and levels of education required for the job and notify the ADMINISTRATOR of changes in staffing. CONTRACTOR shall verify degrees

accreditation of college or university.

- 13.6 Obtain prior approval from ADMINISTRATOR before scheduling staff overtime.
- 13.7 Ensure direct service staff are fluent in and possess the ability to prepare written reports in English.
- 13.8 Ensure direct staff are trained in Cal-OAR, including, but not limited to: data entry requirements.
- 13.9 Ensure direct service staff are trained in CalWORKs 2.0 including, but not limited to: Motivational Interviewing techniques, 2Gen, and trauma-informed approached.
- 13.10 Ensure direct service staff are trained in the use of CalJOBS and/or other job databases to understand the local labor market information, industry clusters, career pathways and demand occupations, and other local resources that are available to assist PARTICIPANT(s) seeking, obtaining, and retaining employment.
- 13.11 CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Contract:
 - 13.11.1 Executive Oversight
 - Duties:
 - 13.11.1.1 Oversees operations, fiscal operations, quality assurance, human resources, and operational resource/processes;
 - 13.11.1.2 Monitors project status and achievement of contractual goals; and
 - 13.11.1.3 Facilitates communication with corporate executives to provide a cohesive support system for the project that includes strong billing integrity principles, contract compliance, and overall performance achievement.
 - Qualifications:
 - 13.11.1.4 Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field;
 - 13.11.1.5 A minimum of ten (10) years of program management experience; and

13.11.1.6 A minimum of fifteen (15) years of experience with Human Services or TANF Programs.

13.11.2

Project Director

Duties:

13.11.2.1 Responsible for the overall management and coordination of the contract, and supervision of employees providing services per this Contract;

13.11.2.2 Serve as designated liaison for all contractual programmatic, fiscal, and administrative issues;

13.11.2.3 Provide leadership and direction to ensure compliance with all TANF, CalWORKs/WTW Program requirements, and COUNTY policies and procedures;

13.11.2.4 Develop and monitor performance to meet or exceed goals and objectives per this Contract; and

13.11.2.5 Assist with the day-to-day finance duties such as, but not limited to: preparing vendor invoices for review and approval and communicating with Finance to ensure proper administration of Finance processes and procedures.

Qualifications:

13.11.2.6 Bachelor’s degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field; and

13.11.2.7 A minimum of seven (7) years of experience organizing, planning and program development and services at a management level.

13.11.3 Performance/Quality Manager

Duties:

13.11.3.1 Develop and implement planned or systematic actions/tools necessary to ensure Case Management Services are performed effectively;

13.11.3.2 Verify the administration of Case Management Services is in

compliance with all contractual, County, State and Federal requirements; and

13.11.3.3 Verify the quality of casework is in accordance with the quality standards required by TANF, CalWORKs/WTW Program requirements, and COUNTY policies and procedures.

Qualifications:

13.11.3.4 Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field; or a minimum of four (4) years of experience in management or supervision; and

13.11.3.5 A minimum of two (2) years of management or supervision experience, providing consultation, and collaboration with public-private partnerships and county agencies.

13.11.4 Operations Manager

Duties:

13.11.4.1 Serve as back-up for Project Director.

13.11.4.2 Provide management oversight and direct supervision of Case Manager Supervisors;

13.11.4.3 Verify administration of the TANF, CalWORKs/WTW and COUNTY policies and procedures;

13.11.4.4 Oversight of the day-to-day management of all aspects of program operation;

13.11.4.5 Responsible for providing regional management and oversight as well as direct supervision of Case Manager Supervisors; and

13.11.4.6 Oversight of the administration of policies and procedures and day-to-day management of all aspects of program operation.

Qualifications:

13.11.4.7 Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a human services related field; or a minimum of four (4) years of experience in management or supervision;

13.11.4.8 Minimum of two (2) years of management or supervision experience, providing consultation, and collaboration with public-private partnerships and county agencies; and

13.11.4.9 Minimum of five (5) years of related professional experience.

13.11.5 Supervisor (re-engagement)

Duties:

13.11.5.1 Provide administrative and technical supervision to Case Managers and Specialized Case Managers to ensure that assigned Case Management staff meet Outcome Objectives, as specified in Paragraph 3 of this Attachment A;

13.11.5.2 Monitor interaction between Case Managers and PARTICIPANT(s) during interviews and other face-to face contact;

13.11.5.3 Direct Case Managers and Specialized Case Managers in the application of TANF and/or CalWORKs/WTW Program requirements; and

13.11.5.4 Conduct complete case reviews in accordance with the Quality Assurance Plan to verify compliance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy.

Qualifications:

13.11.5.5 Bachelor's degree in human services, social work, or related field from an accredited college or university or four (4) years of experience in employment services or human services in a public or private organization;

13.11.5.6 Minimum of two (2) years of related experience;

13.11.5.7 Minimum of two (2) years supervisory experience in case management, automated data systems, and working with disadvantaged populations;

13.11.5.8 Minimum of one (1) year of CalWORKs and/or WTW experience; and

13.11.5.9 Bilingual capabilities in Spanish, Vietnamese, or Arabic

preferred.

13.11.6 Supervisor

Duties:

13.11.6.1 Provide administrative and technical supervision to Case Managers to ensure that requirements relative to Outcome Objectives are met, as specified in Paragraph 3 of this Attachment A;

13.11.6.2 Direct Case Managers in the application of TANF and/or CalWORKs/WTW Program requirements;

13.11.6.3 Monitor interaction between Case Managers and PARTICIPANT(s) during interviews and other face-to-face contact as needed;

13.11.6.4 Conduct complete case reviews in accordance with the Quality Assurance Plan to verify compliance with TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and

13.11.6.5 Maintain relationships with COUNTY contracted service providers, assist Case Managers in reconciling PARTICIPANT(s)' disputes with COUNTY contracted service providers, and participate in grievance hearings.

Qualifications:

13.11.6.6 Bachelor's degree in human services, social work, or related field from an accredited college or university or four (4) years of experience in employment services or human services in a public or private organization;

13.11.6.7 Minimum of two (2) years of related experience;

13.11.6.8 Minimum of two (2) years of supervisory experience in case management, automated data systems, and working with disadvantaged populations; and

13.11.6.9 Minimum of one (1) year of CalWORKs and/or WTW experience.

13.11.7 Specialized Case Manager

Duties:

13.11.7.1 Provide intensive case management to a caseload of PARTICIPANT(s) working towards the goal of self-sufficiency and unsubsidized employment under the general supervision of the Supervisor (re-engagement);

13.11.7.2 Provide Case Management Services to Cal-Learn, Domestic Abuse, Family Stabilization, Mutual Client, and Family Reunification PARTICIPANT(s);

13.11.7.3 Provide PARTICIPANT(s) with a clear understanding of the TANF, CalWORKs/WTW Program requirements and/or COUNTY policy; and

13.11.7.4 Provide encouragement and support to PARTICIPANT(s) to ensure successful participation in each step/component of the TANF and CalWORKs/WTW Program.

Qualifications:

13.11.7.5 Bachelor's degree in human services, social work, or related field from an accredited college or university or four (4) years of experience in employment services or human services in a public or private organization;

13.11.7.6 Minimum of one (1) year of experience required in social casework in a public or private organization; and

13.11.7.7 Bilingual capabilities in Spanish, Vietnamese, or Arabic preferred.

13.11.8 Case Manager

Duties:

13.11.8.1 Provide Case Management Services to TANF and/or CalWORKs/WTW PARTICIPANT(s);

13.11.8.2 Provide encouragement and support to PARTICIPANT(s) to ensure successful participation in each step/component of the TANF and/or CalWORKs/WTW Program requirements;

13.11.8.3 Serve as primary linkage between the PARTICIPANT(s) and program services; and

13.11.8.4 Provide motivation to keep the PARTICIPANT(s) engaged with employment goals.

Qualifications:

13.11.8.5 Bachelor's degree in human services, social work, or related field from an accredited college or university or four (4) years of experience in employment services or human services in a public or private organization; and

13.11.8.6 Minimum of two (2) years of work experience as a case manager in social services in a public or private organization.

13.11.9 Training and Quality Coordinator

Duties:

13.11.9.1 Conduct case reviews to ensure quality of services and compliance with written TANF, CalWORKs/WTW Program requirements and/or COUNTY policies and procedures, validating Supervisor and Supervisor (re-engagement) reviews, job placement, and participation data;

13.11.9.2 Identify potential problems through case reviews and computer information system data; and

13.11.9.3 Collect and report data related to performance measurements as well as analyze and interpret PARTICIPANT(s) surveys to confirm quality service.

Qualifications:

13.11.9.4 Bachelor's degree in human services, social work, or related field from an accredited college or university or four (4) years of experience in employment services or human services in a public or private organization;

13.11.9.5 Minimum of one (1) year of work experience in a human services related field; and

13.11.9.6 Minimum of one (1) year of case management experience in welfare reform or employment support in a public or private

organization.

13.11.10 Office Assistant

Duties:

13.11.10.1 Provide general office support at each location including, but not limited to, typing, answering phones, and handling all incoming and outgoing mail, faxes, and voice mails;

13.11.10.2 Order and distribute office supplies.

13.11.10.3 Assist project management team with updating policies and procedures for office operations in compliance with contract, company, and office policies;

13.11.10.4 Assist case management team with various clerical assignments such as, but not limited to, case assignment, copying, word processing, preparing reports, and organizing records and forms; and

13.11.10.5 Prepare and distribute daily staff attendance.

Qualifications:

13.11.10.6 High school diploma, General Education Diploma (GED);
and

13.11.10.7 Minimum of two (2) years of related experience, preferably in a human services field or training in an office setting.

13.11.11 IT Labor Support (Shared)

13.11.11.1 Duties: Supervise maintenance of all Information Technology (IT) equipment;

13.11.11.2 Communicate telecommunications needs with Project Director and ADMINISTRATOR staff; and

13.11.11.3 Position is a corporate resource that is shared among other projects.

Qualifications:

13.11.11.4 Associate's degree from an accredited college or university or four (4) years of experience in a Computer Science or related field.

13.11.12 Finance Support

Duties:

- 13.11.12.1 Develop and prepare budget-tracking reports to assist the Project Director with the fiscal monitoring of this Contract to ensure overall program integrity and compliance with State and COUNTY requirements;
- 13.11.12.2 Implement internal controls and support the auditing of the project's financial records;
- 13.11.12.3 Prepare, submit, and track the payment of project invoices to ADMINISTRATOR, including taking corrective action on invoice disallowances;
- 13.11.12.4 Maintain a requisition file of all contract-related purchases and expenditures; and
- 13.11.12.5 Serve as liaison to ADMINISTRATOR regarding the submission of financial reports and back up documents.

Qualifications:

- 13.11.12.6 Bachelor's degree from an accredited college or university in accounting, finance, or business administration, or four (4) years of experience in accounting, finance, or business administration; and
- 13.11.12.7 Minimum of five (5) years of experience in a management position in a health or human services related field.

13.11.13 HR Management/Support

Duties:

- 13.11.13.1 Provide oversight for all human resources functions and serve as the corporate interface for the coordination of all human resources and payroll activities;
- 13.11.13.2 Direct recruitment and hiring efforts to maintain compliance with company policies and meet departmental needs; provide information and assistance to job applicants;
- 13.11.13.3 Develop, update, and communicate human resources policies and procedures;
- 13.11.13.4 Track employee satisfaction, initiates processes to improve

employee satisfaction and make certain employee grievances are addressed in a timely manner;

13.11.13.5 Maintain personnel data including employment and other pertinent information and maintain the privacy and security of employee information, files, and performance reviews;

13.11.13.6 Participate in the development, delivery, and coordination of training activities at all levels to make certain that staff are knowledgeable regarding the critical functions of their job, as well as corporate requirements pertaining to human resources;

13.11.13.7 Review and make recommendations on salary, bonuses, and awards;

13.11.13.8 Oversee the development and distribution of human resources reports; and

13.11.13.9 Provide direct supervision for the Human Resources department and provide staff and management counseling.

Qualifications:

13.11.13.10 Bachelor's degree from an accredited college or university in Human Resources, Business Administration, or Psychology, or four (4) years of experience in human resources;

13.11.13.11 Minimum of seven (7) years of experience in the human resources field;

13.11.13.12 Three (3) years of supervisory experience; and

13.11.13.13 Demonstrated track record managing human resources staff.

13.11.14 HR Specialist

Duties:

13.11.14.1 Assists the Human Capital (HC) department in carrying out various human resources programs and procedures for all project employees in multiple locations;

13.11.14.2 Assists with New Hire Orientation and completes all new hire paperwork with new employees;

13.11.14.3 Completes I-9 documentation including self-audits as determined by the HR Management/Support; and

13.11.14.4 Maintains and audits employee personnel files.

Qualifications:

13.11.14.5 Bachelor's degree from an accredited college or university in Human Resources, Business Administration, or Psychology, or another related field; and

13.11.14.6 Minimum of three (3) years of relevant work experience.

14. TRAINING

CONTRACTOR shall:

- 14.1 Ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills (e.g., Windows, Microsoft Office).
- 14.2 Ensure CONTRACTOR's staff attend training, conferences, and meetings as required by ADMINISTRATOR.
- 14.3 Provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.
- 14.4 Ensure CONTRACTOR's staff receives cultural awareness, sensitivity, and responsiveness training.
- 14.5 Maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to ADMINISTRATOR, upon request.

ADMINISTRATOR shall:

- 14.6 ADMINISTRATOR will provide initial training to a limited number of select CONTRACTOR staff with respect to TANF, CalWORKs/WTW Program requirements and/or COUNTY policies and procedures. ADMINISTRATOR will also provide CONTRACTOR staff with initial training in use of COUNTY data system(s). ADMINISTRATOR will provide technical information to CONTRACTOR on these requirements, but it will be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff understand and correctly implement the requirements cited when providing services under this Contract.

15. QUALITY ASSURANCE/QUALITY CONTROL

- 15.1 CONTRACTOR shall establish and submit a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program service and quality to ADMINISTRATOR by August 1, 2022. The Quality Control Plan will be effective on contract start date and will be updated and resubmitted for ADMINISTRATOR approval when changes occur. The Quality Control Plan includes, but not be limited to, the following:
- 15.1.1 The title/level and qualification of personnel performing monitoring functions.
 - 15.1.2 The method for ensuring the services, deliverables, and requirements as specified in Attachment A of this Contract are being provided at or above the level of quality per this Contract;
 - 15.1.3 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
 - 15.1.4 The method of identifying and preventing deficiencies in the quality of service as required by ADMINISTRATOR; and
 - 15.1.5 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

ATTACHMENT B

SOCIAL SERVICES AGENCY POLICY AND PROCEDURE I 6: INFORMATION TECHNOLOGY SECURITY AND USAGE

I. PURPOSE

To protect the integrity of the Social Services Agency's (SSA) information technology infrastructure, ensure its availability, reliability, accessibility, and prevent unauthorized disclosure of Confidential Information, including Personally Identifiable Information. Additionally, this policy defines required responsibilities for all users of the SSA information technology infrastructure and supplements the Information Technology Security Policy (ITSP), County of Orange.

II. DEFINITIONS

Confidential Information is defined as information that must be protected from unauthorized disclosure or public release. Examples of Confidential Information include, but are not limited, to the following:

1. Client case records
2. Employment records
3. Payroll and other financial information
4. Other sensitive or business related information that is not intended for wide distribution

Personally Identifiable Information (PII) is information that can be used, alone or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files. Examples of PII may include, but are not limited to: name, SSN, Social Security benefit data, date of birth, official State or government issued driver's license or identification number. PII is a subset of Confidential Information.

SSA workforce members include full-time, part-time and extra-help County of Orange SSA employees, contracted staff, interns, volunteers, and all other authorized individuals with access to SSA's information technology infrastructure.

III. POLICY

SSA workforce members shall adhere to applicable SSA, County of Orange (including [the ITSP](#), County of Orange-Attachment I), State (including the State of California Welfare and Institutions Code 10850), and Federal regulations relating to information technology security, privacy, and confidentiality of information as each may now exist or be herein after amended.

Unless within the scope of job responsibility, any violation of this policy is subject to immediate revocation of user's access to SSA network and associated applications. SSA workforce members may be subject to disciplinary action including suspension, termination, civil, and/or criminal prosecution. Causes for disciplinary action may include, but are not limited, to the following activities:

1. Use of E-mail and all other forms of electronic communication, Internet browsing, or computers, tablets, smart phone and all other electronic devices for any of the following:
 - a. Harassing others using offensive, obscene and/or vulgar language; or threatening others, including creating messages containing sexual or racial overtones or slurs, and/or messages disparaging of others based on race, sex, age, national origin, sexual orientation, marital status and/or other personal characteristics protected under federal, state or local laws.
 - b. Disrupting or interfering with County operations or job responsibilities.
 - c. Misrepresenting facts to the detriment of SSA.
2. Unauthorized access to County or other non-County computer networks and/or applications.
3. Failure to protect Confidential Information from unauthorized disclosure.
4. Unauthorized disclosure of Confidential Information.
5. Unauthorized software installation(s) on SSA computer systems.
6. Unauthorized access, attempt to access or to encourage others to access County, State, Federal or other computer systems and networks that are not directly within the current scope of employee's job responsibilities.

All SSA workforce members shall do the following:

1. Keep their user IDs and passwords confidential and secured at all times. Should a password be compromised, it shall be changed immediately, and the supervisor shall be notified.
2. Restrict user ID usage only for currently assigned SSA job duties and responsibilities.

3. Use County resources, such as data and information, for County business objectives only. Use of these resources for private or personal gain is prohibited and may be subject to administrative, civil, and criminal penalties (California Penal Code Section 502).
4. Protect Confidential Information of clients to prevent unauthorized disclosure. Only the minimum amount of Confidential Information necessary for business operations should be copied, downloaded, exported or stored on any electronic device or in paper format. Any compromise of Confidential and/or Personally Identifiable Information shall be immediately reported to the supervisor.
5. Request software installations on SSA computers, laptops, tablets and other devices from an authorized agent of the SSA Information Technology team. DO NOT INSTALL ANY software/application into County SSA devices.
6. Seek permission from SSA Information Technology team prior to copying a County-owned software/application.
7. Use of any County electronic communication systems is for business use only; any personal use shall not disrupt or interfere with County operations or job responsibilities.

IV. PROCEDURE

- A. The following steps shall be undertaken to ensure that the above policy is enforced to all SSA County employees. Prior to a new employee gaining access to Confidential Information, the SSA Human Resources (HR) representative or designee shall:
 1. Provide new employees with access to the SSA I-6 Policy and Procedures document, the ITSP, County of Orange ([Attachment I](#)) and the County of Orange Information Technology Usage Policy ([Attachment II](#)) with instructions for the new employee to read and sign the SSA Information Technology Security and Usage Agreement ([Attachment III](#)). Upon the new employee's signing of SSA Information Technology Usage Agreement form, the HR representative or designee shall counter-sign the completed form.
 2. Have the new employee read and sign the Orange County Social Services Agency Confidentiality of Client Information ([Attachment IV](#)).
 3. Confirm that the new employee complete the review of the SSA Information Security Rules of the Road ([Attachment V](#)) located in the Training section of the SSA Intranet at <http://ocssa/intranet/sites/default/files/Files/administrative/content/I...>
 4. File the signed SSA Information Technology Usage Agreement ([Attachment III](#)), the signed Orange County Social Services Agency Confidentiality of Client Information ([Attachment IV](#)) and documentation of completion of SSA Information Security Rules of the Road ([Attachment V](#)) in the employee's personnel file.

- B. The supervisor of an SSA contracted employee, volunteer, intern, and all other non-County employees shall undertake the following steps to ensure that the above policy is enforced. Prior to a workforce member gaining access to Confidential Information, provide them with the following documents to read:
1. Administrative Policies and Procedures Manual I-6 Information Technology Security and Usage;
 2. ITSP, County of Orange ([Attachment I](#)); and
 3. County of Orange Information Technology Usage Policy ([Attachment II](#)).

The new workforce member shall document that they have read, understand and will adhere to the policies stated in the SSA I-6 policy and procedures document by signing the document titled: “Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy” ([Attachment VI](#)). This document also includes the SSA Confidentiality Agreement and serves as documentation of completion of the SSA Information Security Rules of the Road training presentation. This action must occur prior to a workforce member being provided with access to Confidential Information.

Maintain this signed “Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy” ([Attachment VI](#)) for three years after the non-County workforce member separates from SSA. If this workforce member requires access to the SSA network or databases (i.e. shared drives, CalWIN, OnBase, CWS/CMS, SSA Intranet, etc.), a copy of the signed “Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy” ([Attachment VI](#)) shall be provided to SSA IT. Network access will not be provided until this signed document is received.

V. ATTACHMENTS

- I. [Information Technology Security Policy, County of Orange](#)
- II. [County of Orange Information Technology Usage Policy](#)
- III. [SSA Information Technology Security and Usage Agreement](#)
- IV. [Orange County Social Services Agency Confidentiality of Client Information](#)
- V. [Social Services Agency Information Security Rules of the Road](#)
- VI. [Agreement to Comply with the Orange County Social Services Agency Information Technology Security and Usage Policy](#)

ATTACHMENT C

SOCIAL SERVICES AGENCY POLICY AND PROCEDURE F 21: PRIVACY AND SECURITY INCIDENTS OF PERSONALLY IDENTIFIABLE INFORMATION (PII) AND CONFIDENTIAL INFORMATION

I. PURPOSE

To establish a process and guidelines for Social Services Agency (SSA) to report, document and investigate privacy and security incidents of Personally Identifiable Information (PII) and confidential information.

II. POLICY

Orange County Social Services Agency (OCSSA) workforce, volunteers and contractors/vendors shall comply with all applicable Federal and State laws, regulations, policies and procedure regarding the safeguarding of PII and confidential information and incident reporting protocols.

This policy applies to all data sources and systems with any PII and other forms of confidential information that staff access in the performance of their duties via any medium including electronic, paper, and verbal.

III. DEFINITIONS

Action Officer: Person responsible for ensuring the program rectifies any issues identified with a breach. In most cases, it will be the program or regional manager.

Authorized Persons: are employees of the Agency who meet the following criteria:

- Need to access PII and other forms of confidential information in order to perform their job duties;
- Have completed all required security and confidentiality training; and
- Have completed all required security certifications relevant to the data which are on file and available for review by an outside agency.

Breach: Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal or recorded.

Confidential Information: Information that must be protected from unauthorized disclosure or public release. Examples of Confidential Information include but are not limited to the following: client case records, employment records, payroll and other financial information and other sensitive or business-related information that is not intended for wide distribution.

Federal Tax Information (FTI): any data extracted from an individual's federal tax return (including attachments) that the Internal Revenue Service (IRS) provides to human services agencies under IRC §6103(1)(7). FTI is received from the following Income Earnings Verification System (IEVS) Reports:

- Annual IRS Asset Match (paper only) and
- Monthly Beneficiary Earnings Exchange Record (BEER) Match (paper only).

Lost PII or confidential information in any medium or format: All PII or confidential information in any medium or format that a Deputy Director or delegated SSA manager has confirmed is no longer in the physical possession or control of an Agency representative; has been electronically transmitted to an unauthorized recipient; and/or has been accessed by an unauthorized user. This does not include information that has been misplaced within the confines of secured Agency facilities.

Personally Identifiable Information (PII): Is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometrics records; and (2) any other information that can be used alone or when combined with other personal or identifying information that is linked or linkable to an individual, such as medical, educational, financial and employment information.

Medi-Cal Personally Identifiable Information (Medi-Cal PII): Information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number.

Security Incident: Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information that compromises the security, confidentiality or integrity of the PII.

Information may be in electronic, hardcopy, or verbal form and may consist of a single piece of information and/or an entire information system, such as hard drive, portable computer storage medium, cell phones, tablets, or laptop computer.

Social Security Administration Personally Identifiable Information: Covers PII received from the following Income Eligibility Verification System (IEVS) Reports:

- Monthly BEER Match (paper only);
- Payment Verification System (PVS) Match (electronic only);
- Integrated Earning Clearance/Fraud Detection System (IFD) Match (electronic only);
- Deceased Persons Match (DPM; paper only); and
- Nationwide Prisoner Match (NPM; paper or electronic).

SSA Workforce: Refers to employees, contracted staff, volunteers, interns, trainees, and other persons whose work is under the direct control and oversight of SSA.

Unauthorized Access: A user who gains logical or physical access without permission, a business need or other lawful reason to a network, system, application, data, site or other resource.

IV. PROCEDURE

A. Detection:

1. OCSSA workforce members have the responsibility to monitor for and report any known or suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII. Examples of incidents or breaches include, but are not limited to:
 - a. Theft/Loss of PII or FTI.
 - b. E-mail, texting or faxing PII to an unknown or unauthorized recipient
 - c. Theft/Loss of unencrypted device (phones, laptops, thumb drives, etc.) containing PII.
 - d. Employee accessing or searching data systems containing PII without a legitimate business need.
 - e. Improper disposal of records containing PII, such as in a dumpster or recycle bins
2. OCSSA staff shall immediately report privacy and security incidents by following the process identified under Reporting and Resolution, with guidance from State and Federal documents located in the Reference and Attachment Sections.

B. Reporting and Resolution:

1. Immediately upon identifying any suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII, the SSA employee will immediately notify their Regional/Program Manager/Admin Management Team, with a CC to their immediate Supervisor.
2. The Regional/Program Manager, upon receiving information about the privacy or security incident, will immediately submit a [Privacy Incident Report \(PIR\)](#) to the Quality Support Team (QST)/Custodian of Records (COR) at SSAcustodianofrecordsinbox@SSA.ocgov.com with a CC to their Deputy Division Director, via a secure email message with the subject line "Initial PIR [secure]". Each section of the [PIR](#) will be completed with as much information as available at the time of drafting. No PII should be included in the PIR.

3. Upon receipt of the PIR, the Quality Support Team will collaborate with the Regional/Program Manager to further identify any details necessary to better assess the incident.
4. Upon gathering this information, the Quality Support Team will then connect with the County Privacy Officer to identify next steps.
5. As determined to be required, the QST/COR shall advise the identified program point of contact (“Action Officer”) to update the PIR to include any additional information required.
 - a. If the incident meets any of the criteria noted in the [County Significant Incident/Claim Reporting Protocol](#), QST/COR shall draft a report containing the basic/concise facts and submit to the Chief Deputy Director with the PIR attached for review and submission to IncidentReport@ocgov.com.
6. QST/COR will serve as the Agency’s point of contact for the County Privacy Officer and will communicate all applicable steps identified by the County Privacy Officer to the Action Officer.
 - a. The Action Officer will be responsible for coordinating all applicable activities required to notify and rectify the privacy/security issue that was identified.
 - i. Action Officers will be assigned and will vary depending on the program.
 - ii. Depending on the type of issue, the References Section provided below will provide more information on what actions are necessary to rectify the situation. Loss of Medi-Cal PII involves different steps than a loss of PII for other programs.
 - b. The Action Officer shall oversee the completion of the investigation of the privacy or security incident.
 - c. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of Medi-Cal PII when notification is required.
 - d. The Action Officer shall engage Human Resource Services, County Counsel, Risk Management, and/or the County Executive Office as needed to determine if internal processes, such as disciplinary action, are necessary.
 - e. At the conclusion of the investigation and completion of all required notifications and consultations regarding necessary internal processes, the Action Officer will send the completed PIR that includes all required documentation from the investigation to QST/COR at the SSACustodianofrecordsinbox@SSA.ocgov.com with the subject line “Final PIR [secure].”
7. The County Privacy Officer will submit the final PIR to DHCS as required.
8. QST/COR will retain the final PIR for all incident types.

V. REFERENCES

Compliance of this policy shall be in accordance with the:

- For Loss of Medi-Cal PII:
State of California Department of Health Care Services Privacy and Security Agreement
<https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c19-16.pdf>
- For Loss of all other program PII:
State of California Department of Social Services Privacy and Security Agreement
<https://cdss.ca.gov/Portals/9/ACL/2019/19-56E.pdf?ver=2019-07-02-071938-893>
- For Loss of Federal Tax Information (FTI):
[State of California Health and Human Services Agency Department of Social Services \(CDSS\) All County Letters No. 15-56](#)
- [California SB 1386](#) Personal Information: Privacy
- [California Civil Code 1798.29](#)
- [Children and Family Services Division \(CFS Policy F-0105\), Confidentiality-CFS Client Records](#)
- [California Department of Health Care Services Data Privacy Contact Information](#)

ATTACHMENT D
SOCIAL SERVICES AGENCY
INFORMATION TECHNOLOGY SECURITY AND USAGE AGREEMENT

Declaration

I have read and agree to all provisions in the County of Orange Information Technology Security Policy, the County of Orange Information Technology Usage Policy, and the SSA Administrative Policies and Procedures Manual I 6 Information Technology Security and Usage. I will adhere to all applicable SSA, County of Orange, State of California, and Federal regulations relating to information technology security, privacy and confidentiality of information. I accept these responsibilities and agree to exercise proper care and to protect all assets while performing my duties. I understand that improper use of County resources and the disclosure of any sensitive, confidential, proprietary or Personal Identity Information (PII) to unauthorized persons during or after separation of my employment at SSA may make me liable for revocation of user privileges, discharge, and administrative, civil and/or criminal prosecution.

My signature below affirms I have read, understand and agree to the foregoing statements.

| | | |
|--------------------|-------------------|------|
| Print Name of User | Signature of User | Date |
|--------------------|-------------------|------|

Supervisor of User/Human Resources (HR) Representative:

| | | |
|--|---|------|
| Print Name of Supervisor or HR Representative | Signature of Supervisor or HR Representative | Date |
|--|---|------|