

CONTRACT  
BETWEEN  
COUNTY OF ORANGE  
AND

ARBOR E&T, LLC DBA EQUUS WORKFORCE SOLUTIONS  
FOR THE PROVISION OF INTEGRATED JOB SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and ARBOR E&T, LLC DBA EQUUS WORKFORCE SOLUTIONS, 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 Integrated Job Services in 2021;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Integrated Job 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 on 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 Contract between County of Orange and CONTRACTOR ARBOR E&T, LLC DBA EQUUS WORKFORCE SOLUTIONS, for the Provision of Integrated Job Services, attached hereto and incorporated herein by reference in Attachment A for Employment Services. 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, to provide services under this Contract. CONTRACTOR shall enter into a rent-free license agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR. Failure to execute and abide the license agreement 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 7<sup>th</sup> 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: Arbor E&T, LLC  
dba Equus Workforce Solutions  
805 N. Whittington Parkway  
Louisville, KY 40222  
Attn: General Counsel

With a copy to:

Arbor E&T, LLC  
dba Equus Workforce Solutions  
100 S. Anaheim Blvd. #220  
Anaheim, CA 92805

Arbor E&T, LLC  
dba Equus Workforce Solutions  
16842 Von Karman Ave. Suite 100  
Irvine, CA 92606

- 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 above;
  - 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 self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. 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. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Contract, agrees to all of the following:

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 Contract, 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, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
- 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 which shall accompany the Certificate of Insurance.

14.9.2.1 An Additional Insured endorsement naming the County of

Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

- 14.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 14.11 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.
- 14.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Contract.
- 14.13 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.
- 14.14 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).
- 14.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Contract.
- 14.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or

ADMINISTRATOR, award may be made to the next qualified proponent.

14.17 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.

14.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) 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.

14.19 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 three (3) business days, 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, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs 19.1.1 to 19.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of 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, for the purposes of, and 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 as they currently exist and as they may be hereafter amended 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 agreements 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 \$20,532,492, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

- 21.1.1 \$6,844,164 for July 1, 2022 through June 30, 2023;
- 21.1.2 \$6,844,164 for July 1, 2023 through June 30, 2024; and
- 21.1.3 \$6,844,164 for July 1, 2024 through June 30, 2025.

## 21.2 Allowable Costs

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

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 July 1 through June 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 of this Contract.

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](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://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 above 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 above 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](http://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 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 Equivalents (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 <https://cio.ocgov.com/egovernment-policies>.

### 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:** ARBOR E&T, LLC DBA EQUUS WORKFORCE SOLUTIONS

Mark Douglass  
Print Name  
*Mark Douglass*  
CA5DDAD2E622464...  
Signature

President  
Title  
4/26/2022 | 11:17:16 AM PDT  
Date

Nicole Ganier  
Print Name  
*Nicole Ganier*  
461E66B74DDE462...  
Signature

Vice President  
Title  
4/26/2022 | 4:30:45 PM PDT  
Date

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

Purchasing Agent/Designee Authorized Signature:

Kathy Wong  
Print Name  
  
Signature

Deputy Purchasing Agent  
Title  
  
Date

**APPROVED AS TO FORM**  
**COUNTY COUNSEL**  
**COUNTY OF ORANGE, CALIFORNIA**

Carolyn Frost  
Print Name  
*Carolyn S. Frost*  
D3AB98D76D0B425...  
Signature

Deputy County Counsel  
Title  
4/26/2022 | 4:36:55 PM PDT  
Date

**ATTACHMENT A**  
**SCOPE OF WORK**

FOR THE PROVISION OF EMPLOYMENT SERVICES

1. POPULATION TO BE SERVED

1.1 The population to be served, as defined in this Paragraph, shall hereinafter be referred to as “PARTICIPANT/PARTICIPANTS.” CONTRACTOR shall provide Employment Services to PARTICIPANTS referred by ADMINISTRATOR. PARTICIPANTS include individuals determined by ADMINISTRATOR as eligible to receive Employment Services and may include, but is not limited to, individuals who are required to participate in, or who have voluntarily enrolled in the CalWORKs Welfare-To-Work (CW/WTW) program. CONTRACTOR shall provide Employment Services to assist PARTICIPANTS in achieving self-sufficiency by enhancing the employability of PARTICIPANTS through engagement in employment preparatory activities and placement in paying jobs.

1.2 PARTICIPANTS referred to Employment Services will meet criteria of prevailing State statutes and program regulations, as required by ADMINISTRATOR.

2. DEFINITIONS

2.1 Active Job Search: An intensive job search and job development program that builds on the PARTICIPANT’S knowledge and skills acquired during Job Search and Job Readiness Assistance activities.

2.2 Assistance Unit (AU): A group of related individuals living in the same home who have been determined eligible for CalWORKs Program.

2.3 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining

stable employment, with the goal of achieving economic self-sufficiency.

- 2.4 Domestic Abuse Services: Services provided by designated Domestic Abuse Services Unit staff that assist PARTICIPANT(S) who disclose current or past existence of domestic abuse and consent to be referred to the Domestic Abuse Services.
- 2.5 Job Search and Job Readiness Assistance (JSR): Training that includes learning basic job seeking and interviewing skills, understanding employer expectations, changing demands of the workplace, and learning skills designed to enhance PARTICIPANTS' capacity to move toward self-sufficiency.
- 2.6 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, Rights and Responsibilities, Supportive Services, and transitional benefits, as required by ADMINISTRATOR.
- 2.7 Resource Rooms: Locations that provide individuals with access to computers, fax machines, phones, current job leads, and other community resources.
- 2.8 Self-Sufficiency Action Plan: A plan mutually developed by CONTRACTOR and PARTICIPANT, outlining Job Search related activities, goals, and objectives for PARTICIPANT.
- 2.9 Supportive Services: Payments provided to or on behalf of PARTICIPANT(S) for ancillary, childcare, and transportation expenses in order to participate in WTW.
- 2.10 Temporary Assistance for Needy Families (TANF): A federal public assistance program known as CalWORKs in California, under which needy families receive financial assistance.
- 2.11 Unsubsidized Employment: Employment compensated by the employer at least at the state minimum wage. The employer does not receive any governmental subsidy.
- 2.12 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.

2.13 WTW Activities: A list of allowable activities that PARTICIPANT(S) may be assigned.

2.14 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 per ADMINISTRATOR.

### 3. OUTCOME OBJECTIVES

3.1 CONTRACTOR shall meet the following performance goals:

3.1.1 JSR Completion Rate: A minimum of seventy-five percent (75%) of PARTICIPANTS referred to CONTRACTOR shall fully complete JSR.

3.1.2 JSR Placement Rate: A minimum of fifty percent (50%) of PARTICIPANTS referred to CONTRACTOR shall be placed in unsubsidized employment upon JSR completion.

### 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 8:00 a.m. to 5:00 p.m. (5:30 p.m. at co-located sites), with extended hours on Tuesday and Thursday to 8:00 p.m. (at CONTRACTOR's facility), 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.

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

5.1 Referrals:

- 5.1.1 CONTRACTOR shall provide Employment Services to PARTICIPANTS for the number of hours as indicated by ADMINISTRATOR.
- 5.1.2 CONTRACTOR shall provide services in a manner responsive to PARTICIPANTS that are sensitive to the ethnic, literacy, language, and sociocultural needs of PARTICIPANTS.
- 5.1.3 CONTRACTOR shall not refuse PARTICIPANTS based on non-cooperation without discussion and concurrence of ADMINISTRATOR.
- 5.1.4 CONTRACTOR shall obtain concurrence from ADMINISTRATOR prior to taking any action that affects PARTICIPANTS' status in the program.
- 5.1.5 CONTRACTOR shall ensure referred PARTICIPANTS are scheduled to begin Employment Services within seven (7) business days from the date of referral unless otherwise directed by ADMINISTRATOR.
- 5.1.6 CONTRACTOR shall provide services to all approved PARTICIPANTS.

5.2 Orientation:

- 5.2.1 CONTRACTOR shall provide an Orientation to PARTICIPANTS either individually or in a group setting.
- 5.2.2 CONTRACTOR shall contact PARTICIPANTS prior to the Orientation to remind PARTICIPANTS of the upcoming Orientation appointment and encourage their attendance in order to increase the Orientation attendance rate.
  - 5.2.2.1 CONTRACTOR's attempts to contact PARTICIPANTS shall include phone, email, or text, up to three (3) times in the seven (7) business days prior to the scheduled Orientation, or until contact is made and document outreach attempts in the computer system as indicated by ADMINISTRATOR.
- 5.2.3 CONTRACTOR shall provide a forty-five (45) to sixty (60) minute motivational program benefit presentation during the Orientation.



- 5.2.4 CONTRACTOR's Orientation shall be enhanced by visual aids, audience participation, and a question and answer session. Topics shall include, but not be limited to:
  - 5.2.4.1 CalWORKs and WTW Program information;
  - 5.2.4.2 Overview of the case management delivery method, including roles and functions of various individuals that may be involved in providing case management; and
  - 5.2.4.3 Barrier removal and supportive services available to PARTICIPANTS emphasizing the financial benefits and support of participating in the WTW program.
- 5.2.5 CONTRACTOR shall establish a daily schedule of Orientations, approved by ADMINISTRATOR, to accommodate all referred PARTICIPANTS. The Orientation shall be presented in English, Farsi, Spanish, Vietnamese, and any additional language as requested by ADMINISTRATOR.
- 5.2.6 ADMINISTRATOR will provide an Orientation script in a presentation file format to CONTRACTOR. CONTRACTOR shall present the Orientation script to PARTICIPANT groups. PARTICIPANT groups shall be as small as one (1) and no larger than twenty-five (25) attendees.
- 5.2.7 CONTRACTOR shall develop and implement an online web-based Orientation that is approved by ADMINISTRATOR.
- 5.2.8 CONTRACTOR shall modify or adjust the Orientation upon ADMINISTRATOR's request.
- 5.3 Resume Preparation
  - 5.3.1 CONTRACTOR shall complete a resume with each PARTICIPANT by the end of the fifth (5th) business day of the PARTICIPANT'S attendance in Employment Services.
- 5.4 Work Participation Requirements
  - 5.4.1 CONTRACTOR shall encourage PARTICIPANTS in Employment Services to actively participate for the number of hours as referred by ADMINISTRATOR.

## 5.5 Motivational Techniques and Program Information

- 5.5.1 CONTRACTOR shall provide services that employ motivational strategies individualized to each PARTICIPANT. Services shall convey a sense of personal value, the advantages of self-sufficiency over CalWORKs dependency, and an understanding of the many opportunities offered by the CalWORKs/WTW Program. This includes, but is not limited to: one-on-one coaching tailored to identify barriers and solutions, motivational activities, and wraparound services.
- 5.5.2 CONTRACTOR shall encourage PARTICIPANTS who are resistant to fully participate in the WTW Program.
- 5.5.3 CONTRACTOR shall provide information about the CalWORKs Program that is understandable, accessible, and useful to PARTICIPANTS, by explaining program requirements, identifying barriers, and assisting PARTICIPANTS in resolving conflicts.
- 5.5.4 CONTRACTOR's staff shall have knowledge of TANF and CalWORKs time limits on the receipt of cash assistance, State and federal work requirements, and allowable WTW activities for recipients of cash assistance, in order to appropriately inform PARTICIPANTS of the importance of obtaining employment and becoming self-sufficient.
- 5.5.5 CONTRACTOR's staff shall clearly explain the positive impacts of employment to PARTICIPANTS, both in terms of impact to CalWORKs grants as well as non-financial benefits.
- 5.5.6 CONTRACTOR shall provide all training and workshop materials to ADMINISTRATOR for ADMINISTRATOR's approval prior to implementation.

## 6. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

### 6.1 Job Search Services

- 6.1.1 CONTRACTOR shall provide up to four (4) consecutive weeks of Job Search Services to each PARTICIPANT. During the four-week Job Search activity, PARTICIPANTS will participate in an interactive one-

- week workshop that includes a step-by-step look into the job search process.
- 6.1.2 A PARTICIPANT in an approved WTW activity for fewer than the required participation hours specified, will be required to concurrently attend Job Search services, as determined by ADMINISTRATOR.
- 6.1.3 Job Search Services in excess of four (4) weeks may be allowed as determined by ADMINISTRATOR. However, PARTICIPANTS will not have more than six (6) weeks of Job Search services in any twelve (12) month period, unless requested and/or approved by ADMINSTRATOR. Job Search services can be extended beyond the six (6) week limit for cases under TANF review only.
- 6.1.4 CONTRACTOR shall provide a detailed curriculum outline to ADMINISTRATOR for approval prior to commencing services. Additional or modified services may be required due to changes in State and federal regulations or at the request of ADMINISTRATOR.
- 6.2 Job Search and Job Readiness Assistance (JSR)
- 6.2.1 CONTRACTOR shall provide Job Search and Job Readiness Assistance to PARTICIPANTS with training that includes learning basic job seeking and interviewing skills, understanding employer expectations, changing demands of the workplace, and learning skills designed to enhance the PARTICIPANTS' capacity to move toward self-sufficiency.
- 6.2.2 JSR workshops shall include, but are not limited to, the following:
- 6.2.2.1 Resolving interpersonal barriers toward obtaining and keeping employment, such as fear of going to work, anger and resentment from being required to participate in the WTW program, low self-esteem/motivation, problems with public transportation, and child care concerns.
- 6.2.2.2 Employer's requirements and expectations; job retention techniques such as attendance and punctuality; social etiquette; personal hygiene; appropriate dress; productivity; common reasons for promotion and dismissal; job problem-solving skills;

and planning for and/or handling common problems new employees face.

6.2.2.3 Understanding job search techniques such as the hidden job market (jobs that are never advertised or made known to the public); the various avenues for reaching employers; using social media; the employer's perspective in the hiring process; establishing a network of individuals who are willing to assist the PARTICIPANT in obtaining employment; the value of planning and organizing job search activities; and the purpose of the job interview.

6.2.2.4 How to complete a paper and online job application and a personal resume. CONTRACTOR shall develop a master job application that is to be completed by each PARTICIPANT and assist each PARTICIPANT in creating a resume. A copy of the PARTICIPANT'S resume shall be provided to ADMINISTRATOR.

6.2.2.5 Explanation and distribution of information to PARTICIPANTS on any employment incentive programs, as determined by ADMINISTRATOR.

### 6.3 Active Job Search

6.3.1 CONTRACTOR shall determine PARTICIPANT'S job-readiness by assessing and addressing barriers to employment and Supportive Services needs.

6.3.2 CONTRACTOR shall provide Active Job Search concurrently with the JSR activities.

6.3.3 CONTRACTOR shall provide methods of seeking employment that include, but are not limited to, the following:

6.3.3.1 Group or individual meetings regarding job search;

6.3.3.2 Access to phone banks and computers with internet access in a clean, well-lit location;

6.3.3.3 Job leads;

- 6.3.3.4 Individual counseling;
  - 6.3.3.5 Motivational activities;
  - 6.3.3.6 Active job development and job searches, including face-to-face contacts with potential employers and submission of job applications; and
  - 6.3.3.7 Direct referrals to employers.
- 6.3.4 CONTRACTOR shall provide referrals during Job Search that include, but are not limited to, jobs that are listed by employers with the Employment Development Department's (EDD) State Job Service, CalJOBS or other career resources; and those developed by CONTRACTOR.
- 6.3.5 CONTRACTOR shall consider the PARTICIPANT'S skills, abilities, education, work experience, and job interests, including how the PARTICIPANT can meet the needs of the employer.
- 6.3.6 CONTRACTOR shall develop varying levels of services targeted to diverse populations as identified and approved by ADMINISTRATOR.
- 6.3.7 CONTRACTOR and PARTICIPANT shall mutually develop and agree on a Self-Sufficiency Action Plan outlining Job Search related activities, goals and objectives, as well as the scheduled dates and times for PARTICIPANT'S attendance.
- 6.3.7.1 Self-Sufficiency Action Plans shall be prepared for the full term of PARTICIPANTS' Job Search activities and are to be updated to outline the activities and goals as appropriate.
  - 6.3.7.2 PARTICIPANTS are required to report to CONTRACTOR's site daily (Monday through Friday, excluding COUNTY holidays) unless CONTRACTOR receives approval from ADMINISTRATOR to change this requirement, or PARTICIPANT has a scheduled job interview at the time(s) they are to report. Under consultation with ADMINISTRATOR, this requirement may change according to the individual's circumstances.

6.3.8 On a daily basis, Job Search PARTICIPANTS shall complete and submit to CONTRACTOR a Job Search Report Form for each day PARTICIPANT is not involved with an employment service activity such as a workshop or job interview.

#### 6.4 Job Placement

6.4.1 CONTRACTOR shall provide job placement services leading to employment that is anticipated to be permanent and secured during PARTICIPANT'S assignment to JSR. Temporary employment is only suitable when the organization that PARTICIPANT is placed with has a history of hiring PARTICIPANTS at the end of the temporary placement. Temporary employment shall not constitute a job placement for the purposes of this Contract.

#### 6.5 Employment Counseling

6.5.1 CONTRACTOR shall provide employment counseling, as needed, and in conjunction with ADMINISTRATOR, at any time during PARTICIPANT'S involvement in Employment Services. Employment counseling shall include, but is not limited to:

6.5.1.1 Assist PARTICIPANT to identify appropriate employment alternatives, and addressing barriers to employment, such as a criminal record, a mental, emotional or physical disability, age or language barrier, or lack of work history;

6.5.1.2 Apply executive functioning principles, as defined by the US Department of Health and Human Services, such as assistance to PARTICIPANT on how to contribute to this effort of overcoming barriers;

6.5.1.3 Guide PARTICIPANT through the decision-making process in selecting/identifying appropriate job interviews;

6.5.1.4 Instruct PARTICIPANTS on how to conduct online job searches;

6.5.1.5 Consider PARTICIPANTS' information, such as values, interests, transferable skills, abilities, education, and employment history to possible job placements;

- 6.5.1.6 Develop positive, supportive, and effective working relationships with PARTICIPANTS from a variety of backgrounds; and
  - 6.5.1.7 Provide PARTICIPANTS who are non-English speaking or have limited English skills with individual or classroom instruction of the English language, which includes basic rudimentary employment related phrases.
- 6.6 Job Development
- 6.6.1 CONTRACTOR shall provide job development services to seek and develop job opportunities in the community appropriate to the skills and experience of the pool of PARTICIPANTS.
  - 6.6.2 CONTRACTOR shall provide job development and placement activities to assist PARTICIPANTS.
  - 6.6.3 CONTRACTOR shall contact employers to identify job openings.
    - 6.6.3.1 Training programs shall not be considered; however, employer sponsored/funded training specific to a job may be allowed, with prior approval from ADMINISTRATOR.
    - 6.6.3.2 Group and individual job development shall be provided, including an analysis of transferable skills.
  - 6.6.4 CONTRACTOR shall provide ADMINISTRATOR and other contracted agencies with job development information/job openings as directed by ADMINISTRATOR.
  - 6.6.5 CONTRACTOR shall seek out employment opportunities for PARTICIPANTS with the ultimate goal of PARTICIPANTS achieving self-sufficiency. The development of job leads includes, but is not limited to, the following activities:
    - 6.6.5.1 Develop employer and community contacts to facilitate seeking job leads;
    - 6.6.5.2 Recruit employers with job opportunities that include job growth opportunities by reviewing labor market information, community trends, and consultations with PARTICIPANTS regarding their employment experience;

- 6.6.5.3 Inform prospective private employers of the Federal Work Opportunity Tax Credits (WOTC) as an incentive to hire PARTICIPANTS. More information can be found at: [www.doleta.gov/business/incentives/opptax/](http://www.doleta.gov/business/incentives/opptax/);
  - 6.6.5.4 Collaborate with partners at One-Stop Career Centers, the EDD, Workforce Innovation and Opportunity Act (WIOA) Programs and other workforce development programs;
  - 6.6.5.5 Maintain current job listings and make them readily available to ADMINISTRATOR and PARTICIPANTS;
  - 6.6.5.6 Maintain a current list of PARTICIPANTS' skills and experience to make available to potential employers; and
  - 6.6.5.7 Participate in, as well as host, at least two (2) job fairs per contract year in coordination with ADMINISTRATOR, COUNTY's contracted agencies, and community partners.
- 6.7 Resource Rooms
- 6.7.1 Resource Rooms are located in facilities as determined by ADMINISTRATOR.
  - 6.7.2 CONTRACTOR shall provide staff at the Resource Rooms at each facility as determined by ADMINISTRATOR and provide general services to the public such as assistance with job search and basic resume writing. Resource Rooms shall be open during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and are open to the public.
- 6.8 COUNTY Defined WTW Activities
- 6.8.1 CONTRACTOR shall provide WTW activities as defined below per ADMINISTRATOR and State and federal regulations. WTW activities include, but are not limited to:
    - 6.8.1.1 Bridging Activities: Short-term activities that satisfy WTW Program requirements between other activities made available to PARTICIPANTS when there is a planned or unplanned break in assigned WTW activities, such as school breaks.
    - 6.8.1.2 Distance Learning Training: Training activities performed



online to complete workshops, including, but not limited to, life skills, job skills, and general educational development.

6.8.1.3 Life Skills Workshops: Workshops focusing on building skills that will assist PARTICIPANTS in handling daily issues such as career advancement strategies, money management, and customer service, and are not JSR workshops or intended to be a full-time WTW activity.

6.8.1.4 Work Experience: A time limited paid or unpaid training activity with a public or private sector, including nonprofit agency or for-profit employers, which provides PARTICIPANTS with basic job skills, enhances existing job skills in a position related to the PARTICIPANT'S experience, or provides a needed community service that will lead to unsubsidized employment.

6.8.2 CONTRACTOR shall develop appropriate placement sites in the community, monitor attendance, and communicate with ADMINISTRATOR regarding participation and weekly attendance as determined by ADMINISTRATOR.

## 7. ADDITIONAL REQUIREMENTS

### 7.1 Time Study

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

7.1.2 Time studies shall be completed by CONTRACTOR staff in the months of February, May, August, and November of each year, or as requested by ADMINISTRATOR. Completed time studies shall be made available to ADMINISTRATOR by the first (1<sup>st</sup>) business day of the month following each month in which the time study is to be completed.

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

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

the same period.

## 7.2 Case Records

7.2.1 CONTRACTOR shall maintain a current and complete case record for each PARTICIPANT referred.

7.2.2 CONTRACTOR shall update COUNTY's computer information system for each PARTICIPANT referred by ADMINISTRATOR.

7.2.3 ADMINISTRATOR will provide training regarding use and maintenance of electronic case records on the computer information system, track cases, generate reports, etc., to CONTRACTOR's staff. CONTRACTOR shall conduct future training for its staff and also provide this training to any partner agencies that will have on-line access.

## 7.3 Forms

7.3.1 CONTRACTOR shall use all mandatory State and COUNTY forms.

7.3.2 CONTRACTOR shall develop internal forms as necessary to administer services. Internal forms shall be reviewed and approved by ADMINISTRATOR prior to implementation.

7.3.3 Additional forms may be required as determined by ADMINISTRATOR.

## 7.4 Welfare Fraud Investigation Referrals

CONTRACTOR shall report to ADMINISTRATOR when welfare fraud is suspected.

## 8. PERFORMANCE MONITORING

8.1 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 per ADMINISTRATOR as amended.

8.2 ADMINISTRATOR will use a variety of inspection methods to evaluate

CONTRACTOR's performance, including, but not limited to:

- 8.2.1 Monthly reviews of CONTRACTOR's performance. ADMINISTRATOR will review case files, related COUNTY data system entries, and applicable data reports to ensure compliance with this Contract;
  - 8.2.2 Random sampling of program activities including a review of case files each month;
  - 8.2.3 Activity checklists and random observations;
  - 8.2.4 Inspection of output items on a periodic basis as deemed necessary;
  - 8.2.5 Computer data system reports; and
  - 8.2.6 PARTICIPANT complaints and/or surveys.
- 8.3 When it is determined that services were not performed in accordance with TANF, CalWORKs/WTW program requirements and directives of ADMINISTRATOR, ADMINISTRATOR may, at its sole discretion, require corrective action plans. CONTRACTOR shall validate, review, and respond to preliminary findings. CONTRACTOR shall remedy the performance defects within the time period specified in the corrective action plan.

9. FACILITIES

- 9.1 Administrative services under this Contract shall be provided at:

Arbor E&T, LLC dba Equus Workforce Solutions  
100 S. Anaheim Blvd., Suite 220  
Anaheim, CA 92805

Arbor E&T, LLC, dba Equus Workforce Solutions  
16842 Von Karman Ave. Suite 100  
Irvine, CA 92606

- 9.2 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

9.3 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.

10. MEETINGS

10.1 Participate in meetings to address service delivery outcomes and/or concerns on a monthly basis or as requested by ADMINISTRATOR.

10.2 Attend other meetings as requested by ADMINISTRATOR.

11. REPORTING REQUIREMENTS

CONTRACTOR shall maintain records, collect data, and provide reports mandated by federal and State regulations, and as required by ADMINISTRATOR. Reports shall be in a format approved by ADMINISTRATOR and shall include, but not be limited to:

11.1 Orientation Attendance

11.1.1 CONTRACTOR shall report the number of PARTICIPANTS scheduled to attend Orientation and the number of PARTICIPANTS who attended.

Attendance status shall be provided to ADMINISTRATOR within one (1) business day of the Orientation.

#### 11.2 Report of First Day of Attendance

11.2.1 CONTRACTOR shall report the first day's attendance for those PARTICIPANTS scheduled to attend Employment Services, in a format approved by ADMINISTRATOR. Attendance shall be provided to ADMINISTRATOR within three (3) business days of the first day of the Employment Services activity.

#### 11.3 PARTICIPANT Attendance/Performance/Employment

11.3.1 CONTRACTOR shall report on a monthly basis, each PARTICIPANT'S daily record of attendance for the report month, including problems with attendance. CONTRACTOR shall submit the monthly attendance by the third (3<sup>rd</sup>) business day following the report month.

11.3.2 CONTRACTOR shall submit within one (1) business day, information on any occurrence that may include, but is not limited to, PARTICIPANTS' failure to cooperate, family crisis, health problems, substance use, and absenteeism.

11.3.3 CONTRACTOR shall submit within three (3) business days, information of the PARTICIPANT'S termination or drop from the service component.

11.3.4 CONTRACTOR shall notify ADMINISTRATOR within one (1) business day, of the PARTICIPANTS who obtained employment; and within three (3) business days provide ADMINISTRATOR with employment information which includes, at a minimum, the employer's name, address, telephone number, job title, number of hours to be worked per week, starting wage, hiring date, employee benefits and referral source.

#### 11.4 Monthly Status Reports

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

11.4.1 The number of PARTICIPANTS scheduled to attend Orientation and the

- number of PARTICIPANTS who completed Orientation;
  - 11.4.2 Referrals received and referral outcomes;
  - 11.4.3 Placements out of activities facilitated by CONTRACTOR;
  - 11.4.4 Completion rate;
  - 11.4.5 Pay rate;
  - 11.4.6 At request of ADMINISTRATOR, a summary of interactions with community-based organizations (CBOs) and faith-based organizations (FBOs) during the previous month, which shall include the date(s), contact names(s), and purpose of contact;
  - 11.4.7 The evaluation of services through distribution and collection of customer satisfaction surveys in a form approved by ADMINISTRATOR. Survey results, along with any corrective action(s) with respect to survey findings or trends, shall be provided to ADMINISTRATOR on a monthly basis;
  - 11.4.8 A Complaint Log documenting PARTICIPANTS' complaints and CONTRACTOR's response. The Complaint Log shall be submitted to ADMINISTRATOR by the tenth (10th) calendar day of each month. Any incidents involving harassment or injury must be reported to ADMINISTRATOR within one (1) business day of the incident; and
  - 11.4.9 A report of corrective actions taken in response to errors cited by ADMINISTRATOR during case reviews and on-going evaluations.
- 11.5 Job Development Report

CONTRACTOR shall provide a job leads report for the preceding month to ADMINISTRATOR, by the tenth (10th) calendar day of each month, in a format approved by ADMINISTRATOR, that includes, but is not limited to, the following:

- 11.5.1 Date of contact with prospective employer;
- 11.5.2 Name and address of the prospective employer;
- 11.5.3 Name of contact person;
- 11.5.4 Positions available/salary/hours/duties;
- 11.5.5 Whether the contact resulted in an interview;
- 11.5.6 Total number of contacts in the month;
- 11.5.7 Total number of positions identified; and

11.5.8 Total number of PARTICIPANTS obtaining employment in these positions.

#### 11.6 Special Activities

CONTRACTOR shall provide a report of special activities during the month, such as employer recruitments, job fairs, etc. to ADMINISTRATOR by conclusion of the following month. CONTRACTOR shall report PARTICIPANT attendance to ADMINISTRATOR upon request.

#### 11.7 Miscellaneous Reports

In addition to reports required on a monthly basis, CONTRACTOR shall submit all reports and data collection that is required to track goals and progress as requested by ADMINISTRATOR.

11.8 ADMINISTRATOR and CONTRACTOR may mutually agree to modify the data elements required. Any modification must be in writing.

### 12. BUDGET

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

#### STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type<sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>FTEs<sup>(3)</sup></u>	<u>Amount</u>
Program Manager	D	\$47.50	0.67	
Program Supervisors	D	\$34.50	3.00	
Employment Consultant Supervisors	D	\$34.50	7.00	
Lead Employment Consultant	D	\$27.43	3.00	
Employment Consultants	D	\$26.28	46.00	
Business Solutions Consultants	D	\$27.43	5.00	
Administrative Assistants	D	\$20.44	5.00	
Program Director	A	\$60.82	0.67	
Project Manager	A	\$47.50	0.67	
Human Resources Manager	A	\$43.27	0.67	
Training Manager	A	\$43.27	0.67	
Subcontract Manager	A	\$43.27	0.67	
Quality Assurance Manager	A	\$43.27	0.67	

## ATTACHMENT A

Quality Assurance Specialist	A	\$27.43	1.00	
Project Accountant	A	\$43.27	0.67	
Account Specialists	A	\$27.43	3.00	
Staffing Subtotal				\$3,993,997
EMPLOYEE BENEFITS <sup>(4)</sup> (26.69%)				\$1,065,882
TOTAL STAFFING & EMPLOYEE BENEFITS				\$5,059,879
TOTAL SERVICES AND SUPPLIES <sup>(5)(6)</sup>				\$219,810
TOTAL OPERATING EXPENSES <sup>(7)</sup>				\$552,199
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$5,831,888
INDIRECT COSTS <sup>(8)</sup> (9.68%)				\$564,527
PROFIT				\$447,749
TOTAL LINE ITEM ANNUAL BUDGET				\$6,844,164

(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 clients 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 the 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 Medical Insurance, Dental Insurance, Life Insurance, Long Term/Short Term Disability, 401(k) Contributions, Workers Compensation, Tuition



Reimbursement, and Vacation Paid Time Off; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 26.69% of the actual salary expense claimed.

(5) Services and Supplies shall include Independent Audit, Office Expense, Program Expense, Telephone, Mileage, and Advertising.

(6) Mileage is limited to the amount allowed by IRS.

(7) Operating Expenses shall include Facility Lease/Rental, Equipment Lease/Rental, Insurance, Payroll, Staff Development, and Travel.

(8) Indirect cost includes administrative costs not directly charged to the program including common costs associated with the efforts of staff overhead that support projects, professional services, costs associated with proprietary workforce tools and materials (e.g. call or video conferencing), and other miscellaneous items. Indirect costs are based on 9.68% of subtotal direct costs. 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.

12.2 Expenses for extra pay, including but not limited to, routine overtime (schedule overtime prior to the day on which it is to be worked), stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR. During unforeseen circumstances, overtime must be approved in writing by ADMINISTRATOR no more than three (3) business days after the event. Approval of overtime is at the sole discretion of ADMINISTRATOR.

12.3 CONTRACTOR and 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.

12.4 In the event the budget shown in Subparagraph 12.1 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2022, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1st of each Contract year shall be identical to the most recently modified annual budget.

### 13. STAFFING REQUIREMENTS

#### 13.1 General Requirements

CONTRACTOR shall:

- 13.1.1 Provide the requisite number of staff to operate program services as provided for in the budget.
- 13.1.2 Ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills.
- 13.1.3 Fill any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to PARTICIPANTS. 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.
- 13.1.4 Obtain prior approval from ADMINISTRATOR before scheduling staff's routine overtime.

- 13.1.5 Ensure direct service staff are fluent in and possess the ability to prepare written reports in English.
- 13.1.6 CONTRACTOR shall provide bilingual staff to serve PARTICIPANTS who speak Farsi, Spanish, Vietnamese, or any other language consistent with and having a constant ratio to the target population, as determined by ADMINISTRATOR.
- 13.1.7 Retain staff with interpersonal skills to address challenges with providing Employment Services to difficult-to-serve populations.
- 13.1.8 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 PARTICIPANTS seeking, obtaining, and retaining employment.
- 13.2 CONTRACTOR shall provide the following described staff positions:
- 13.2.1 Program Director
- Duties
- 13.2.1.1 Manage the implementation of contracted services, assuring that all contractual outcome objectives are met.
- 13.2.1.2 Responsible for proper utilization of project funding.
- 13.2.1.3 Establish and maintain positive working relationships with ADMINISTRATOR and partners within the community.
- 13.2.1.4 Ensure that management decisions and contractual goals are understood and supported by CONTRACTOR's staff.
- 13.2.1.5 Responsible for fiscal oversight of CONTRACTOR's budgets.
- 13.2.1.6 Analyze and evaluate program operations and implement actions to meet designed plans.
- Qualifications
- 13.2.1.7 Bachelor's degree from an accredited college or university in Social Welfare, Business Administration, Public Administration, or in a Human Services related field; and
- 13.2.1.8 A minimum of five (5) years of senior-level management

experience related to Human Services, in the for-profit, nonprofit, and/or government sectors or directly related, progressively responsible work experience with two (2) years of experience organizing, planning, and developing programs and services at a management level or equivalent combination of education and experience.

### 13.2.2 Project Manager

#### Duties

13.2.2.1 Work in partnership with the Program Director on planning and overall day-to-day operations, program development, contract management, human resources, staff development, and business development.

13.2.2.2 Develop and maintain a communication plan appraised of project plans and related implications.

13.2.2.3 Develop strategic plans/quality management.

13.2.2.4 Manage project monitoring and evaluation system, including project indicators and outputs to develop and promote appropriate evaluation strategies for center activities.

13.2.2.5 Coordinate quality assurance and review/audit.

13.2.2.6 Monitor project budgets and submit estimates for review and approval.

13.2.2.7 Coordinate employee training, mentoring, work assignment, performance assessment, development, and succession.

#### Qualifications

13.2.2.8 Bachelor's degree from an accredited college or university in Management, Organizational Development, Project Management, or Business Administration; and

13.2.2.9 A minimum of five (5) years of senior-level management experience related to Human Services, in the for-profit, nonprofit, and/or government sectors or directly related, progressively responsible work experience or equivalent combination of experience and education.

13.2.2.10 Extensive knowledge with workforce development programs.

13.2.3 Human Resources Manager

Duties

13.2.3.1 Work with managers to lead recruiting efforts for qualified staff.

13.2.3.2 Ensure Affirmative Action and Equal Employment Opportunity Policies are communicated and adhered to.

13.2.3.3 Coordinate regular training for staff and maintain accurate training records to ensure compliance.

13.2.3.4 Conduct new hire orientations and establish and maintain personnel files.

13.2.3.5 Ensure that the compensation program adheres to wage and hour regulations according to state and local regulations and Fair Labor Standards Act guidelines.

13.2.3.6 Assist employees with the resolution of issues regarding their benefits, leaves, supervision, and other human resources matters.

Qualifications

13.2.3.7 Bachelor's degree from an accredited college or university in Business Management, Human Services, Psychology, or in a related field; or a minimum of five (5) years' experience or an equivalent combination of education and experience; and

13.2.3.8 Professional in Human Resources or Senior Professional in Human Resources preferred.

13.2.4 Training Manager

Duties

13.2.4.1 Review and understand new regulations and rules to maintain compliance with providing quality workforce services.

13.2.4.2 Assure that staff understands the expectations and priorities for the center.

13.2.4.3 Adhere to established company policies and procedures and supports all programs.

13.2.4.4 Incorporate new ideas and methodologies into training.

13.2.4.5 Develops, coordinates, and presents training programs for all

employees and provide reports to senior management.

Qualifications

13.2.4.6 Bachelor's degree from an accredited college or university; and

13.2.4.7 A minimum of two (2) years of experience in training and public speaking with a diverse audience or equivalent combination of experience and education.

13.2.5 Program Manager

Duties

13.2.5.1 Assist Program Director in oversight functions.

13.2.5.2 Assist Program Director in the implementation of contracted services, assuring that all contractual outcome objectives are met.

13.2.5.3 Responsible for effective communication and administration of policies and procedures and staff development.

13.2.5.4 Ensure staff training is conducted when appropriate and implement cross-training for staff development and operational strength.

Qualifications

13.2.5.5 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 experience in management or supervision; and

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

13.2.5.7 Extensive knowledge of workforce development programs.

13.2.6 Quality Assurance Manager

Duties

13.2.6.1 Ensure compliance with federal, state, and local regulations and mandates.

13.2.6.2 Manage performance by regular review and evaluation of reports and effectively communicate progress to staff.

13.2.6.3 Provide training and/or training opportunities to staff as

appropriate.

13.2.6.4 Schedule and lead regular staff meetings and assist with staff performance evaluations to obtain performance goals and provide customer-driven solutions.

Qualifications

13.2.6.5 Bachelor's degree from an accredited college or university in a related field; or a minimum of three (3) years of experience or equivalent combination of education and experience; and

13.2.6.6 Knowledge of federal and state workforce programs.

13.2.7 Quality Assurance Specialist

Duties

13.2.7.1 Conduct surveillance of workforce activities and uses statistical sampling, audit, and observation techniques to evaluate compliance with policies and procedures and adherence to contract requirements.

13.2.7.2 Implement a continuous quality improvement process through the continuing review of operations and administrative systems.

13.2.7.3 Record, compile, and analyze performance information to ensure contract compliance.

13.2.7.4 Document staff performance in a timely manner with accurate case management activities.

13.2.7.5 Provide monitoring reports to senior management and keeps senior management informed with status of program quality matters including, but not limited to performance.

Qualifications

13.2.7.6 Bachelor's degree from an accredited college or university in a Human Services related field.

13.2.7.7 A minimum of two (2) years of case management experience; and

13.2.7.8 Related work experience in quality control or performance monitoring and familiarity with applicable federal, state, and local laws and regulations.

### 13.2.8 Program Supervisor

#### Duties

- 13.2.8.1 Oversee and manage functional operations of the program and staff.
- 13.2.8.2 Assist in developing and implementing program-specific goals and objectives.
- 13.2.8.3 Develop and apply methods to monitor, review, and improve work quality.
- 13.2.8.4 Implement corrective action plan as needed.
- 13.2.8.5 Ensure staff training is conducted and implement cross-training for staff development and operational strength.
- 13.2.8.6 Facilitate program accomplishments and ensure that they are understood and supported by staff.

#### Qualifications

- 13.2.8.7 Bachelor's degree from an accredited college or university in a Human Services related field or a minimum of one (1) year experience in CalWORKs or WTW.
- 13.2.8.8 Supervisory experience is preferred.

### 13.2.9 Employment Consultant

#### Duties

- 13.2.9.1 Facilitate job search and life skills workshops in a motivational, professional, educational, and cooperative environment to maximize employment success.
- 13.2.9.2 Create, update, and maintain PARTICIPANT file.
- 13.2.9.3 Develop PARTICIPANT Self-Sufficiency Action Plans.
- 13.2.9.4 Communicate with COUNTY via completed referral forms, emails, phone, and/or other virtual platforms.
- 13.2.9.5 Conduct PARTICIPANT outreach via emails, phone, other virtual platforms, mailings, or home visits.
- 13.2.9.6 Ensure consistency of service delivery to PARTICIPANTS.
- 13.2.9.7 Compile monthly service delivery reports.



13.2.9.8 Assist in establishing employment and educational goals and provide services which assist PARTICIPANTS in overcoming barriers.

13.2.9.9 Meet with community employers to develop employment opportunities.

13.2.9.10 Maintain attendance records by documenting mandatory participation hours and progress.

13.2.9.11 Facilitate educational and motivational Orientations.

13.2.9.12 Responsible for providing support services and consultations to PARTICIPANTS.

Qualifications

13.2.9.13 Bachelor's degree from an accredited college or university; or

13.2.9.14 Qualifying Experience including a minimum of two (2) years of experience in a human services-related field.

13.2.9.15 Experience working with the CalWORKs or WTW Programs is preferred.

13.2.10 Employment Consultant Supervisor

Duties

13.2.10.1 Supervise CONTRACTOR's staff to ensure consistency and quality of services provided to PARTICIPANTS meet required outcome objectives.

13.2.10.2 Oversee functional operations of the adult and dislocated worker program.

13.2.10.3 Develop and implement program-specific goals and objectives.

13.2.10.4 Develop and apply methods to monitor, review, and improve work quality; implement corrective action plan as needed.

13.2.10.5 Ensure staff training is conducted and implement cross-training for staff development and operational strength.

Qualifications

13.2.10.6 Bachelor's degree from an accredited college or university;

13.2.10.7 A minimum of two (2) years of experience in a human services

related field or as an Employment Consultant; and

13.2.10.8 Experience working with the CalWORKs or WTW Programs is required.

13.2.11 Lead Employment Consultant

Duties

13.2.11.1 Supervise employment consultant team and provides oversight of their performance to ensure that program objectives are met.

13.2.11.2 Present and facilitate group job readiness, life skills, or job search training agendas.

13.2.11.3 Conduct group orientation for PARTICIPANTS and provides introduction to job search and readiness program.

13.2.11.4 Ensure all PARTICIPANTS achieve the critical competencies taught in workshops by assessing competencies using activities and audio-visual equipment.

13.2.11.5 Identify PARTICIPANT challenges and prompt solutions.

13.2.11.6 Conduct regular ongoing individual meeting with PARTICIPANTS for job search and/or job readiness, education, job retention, interviews, assess job search plans, discuss obstacles to obtaining employment, and monitor daily activities.

13.2.11.7 Arrange employers to speak to PARTICIPANTS about employment and employer expectations.

13.2.11.8 Track and maintain employment retention goals.

13.2.11.9 Schedule appointments, request employment verifications, and acquire pay stubs when applicable.

13.2.11.10 Responsible for PARTICIPANTS in achieving self-sufficiency by monitoring progress throughout the program cycle, beginning with referral and continuing through retention and advancement efforts.

Qualifications

13.2.11.11 Bachelor's degree from an accredited college or university in a related field, Master's degree preferred;

13.2.11.12 A minimum of five (5) years of experience with one (1) year

of supervisory experience; and

13.2.11.13 Bilingual preferred.

13.2.12 Business Solutions Consultants

Duties

13.2.12.1 Develop relationships with employers and local businesses.

13.2.12.2 Make direct contact with employers to establish job leads for PARTICIPANTS, and to learn specific employer requirements and expectations.

13.2.12.3 Develop working relationships with employers to ensure that employers will hire and promote CalWORKs PARTICIPANTS.

13.2.12.4 Use special efforts to create job opportunities for PARTICIPANTS with learning disabilities, English as a second language, or other barriers to employment.

13.2.12.5 Develop a system for communicating job opportunities to PARTICIPANTS.

13.2.12.6 Work cooperatively with community Business Solutions Consultants.

Qualifications

13.2.12.7 Bachelor's degree from an accredited college or university in a related field, preferably in human services or one (1) year of human services-related experience;

13.2.12.8 Experience working with the CalWORKs or WTW programs; and

13.2.12.9 Experience in job recruitment.

13.2.13 Administrative Assistant

Duties

13.2.13.1 Prepare routine communication and meeting agendas and minutes.

13.2.13.2 Process bi-weekly time reports and ensures payroll information is accurately entered into the system.

13.2.13.3 Distribute employment opportunity positions to the field on a

routine basis.

13.2.13.4 Collect and review resumes and applications, create job offer letters, and assists with filing personnel information.

13.2.13.5 Reconcile P-card reports, process invoices for review and approval, and process supply orders after approval.

13.2.13.6 Assist in generation of reports including data gathering and research.

Qualifications

13.2.13.7 High school diploma with postsecondary training in a business-related field preferred; and

13.2.13.8 A minimum of two (2) years of related experience or an equivalent combination of education and experience.

13.2.14 Project Accountant

Duties

13.2.14.1 Perform monthly close process for project to include revenue and expense entries and review of the project's balance sheet.

13.2.14.2 Monitor activity to ensure accounting policies, procedures, and plans are executed.

13.2.14.3 Develop, prepare and support annual budgets and provide actual vs. budget analysis to include forecasting of fund availability.

13.2.14.4 Ensure that procedures and policies are in place to facilitate effective and efficient financial reporting compliant with local, state, and corporate policies.

13.2.14.5 Account for project expenditures to ensure compliance with applicable regulations and program requirements.

Qualifications

13.2.14.6 Bachelor's degree or higher from an accredited college or university in Business, Accounting, or a Finance related field;

13.2.14.7 A minimum of three (3) of experience in Business or Accounting or an equivalent combination of education and experience; and

13.2.14.8 Must demonstrate knowledge of Generally Accepted Accounting Principles, be able to interpret balance sheets and

profit/loss reports, and write and implement financial management policies and procedures.

#### 13.2.15 Account Specialist

##### Duties

13.2.15.1 Provide program support, administrative and clerical services, and information about community resources to team members.

13.2.15.2 Ensure needed materials are available to PARTICIPANTS.

13.2.15.3 Compile caseload reports and prepare routine and ad hoc activity reports for management.

13.2.15.4 Perform general office duties and operates a variety of office equipment.

##### Qualifications

13.2.15.5 High school diploma or GED;

13.2.15.6 A minimum of two (2) years of an accredited college or university preferred;

13.2.15.7 A minimum of one (1) year of experience in a customer service, administrative support, or clerical position; and

13.2.15.8 Bilingual preferred.

#### 13.2.16 Subcontract Manager

##### Duties

13.2.16.1 Implement, manage, and monitor subcontracts for goal attainment, billing, and invoice procedures.

13.2.16.2 Oversee monthly statistical reports, documentation, receipt records, and expenditure reports.

13.2.16.3 Conduct subcontractor site visits and implement corrective action plan as needed.

13.2.16.4 Manage customer complaint processes and reporting.

13.2.16.5 Attend community meetings and participate in community activities.

##### Qualifications

13.2.16.6 Bachelor's degree from an accredited college or university in Management, Organizational Development, Project

Management, or Business Administration.

13.2.16.7 A minimum of five (5) years' senior level management-level experience related to Human Services in the for-profit, nonprofit, quasi-governmental, and/or government sectors, or directly related progressively responsible work experience or equivalent combinations; and

13.2.16.8 Extensive knowledge with workforce development programs

14. TRAINING

14.1 CONTRACTOR's staff shall attend training, conferences, and meetings as required by ADMINISTRATOR.

14.2 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure goals and outcomes are met.

14.3 CONTRACTOR shall ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.

14.4 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to ADMINISTRATOR, upon request.

14.5 COUNTY will provide initial training to CONTRACTOR staff on CW/WTW regulations and other procedures per ADMINISTRATOR. CONTRACTOR shall conduct training(s) to new staff and refresher trainings yearly.

14.6 CONTRACTOR is solely responsible for ensuring that CONTRACTOR's staff understand and correctly implement the requirements when providing CW/WTW services to PARTICIPANTS.

15. QUALITY ASSURANCE/QUALITY CONTROL

15.1 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan will be effective on Contract start date and will be updated and resubmitted to ADMINISTRATOR for approval when changes occur. The Quality Control Plan will include, but not be limited to, the

following:

- 15.1.1 The method for ensuring the services, deliverables, and requirements are being provided at or above the level of quality per this Contract;
  - 15.1.2 The method for assuring that the professional staff rendering services under this Contract have the necessary qualifications;
  - 15.1.3 Activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;
  - 15.1.4 The method of identifying and preventing deficiencies in the quality of service as defined by ADMINISTRATOR; and
  - 15.1.5 The method for providing ADMINISTRATOR with a report which shall include findings and corrective action to resolve identified problems.
- 15.2 CONTRACTOR shall cooperate with any third-party audit or inspections as required by ADMINISTRATOR or other COUNTY, State or federal agency.

## ATTACHMENT B

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

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## I. PURPOSE

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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.

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## II. DEFINITIONS

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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.

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## III. POLICY

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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.

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## IV. PROCEDURE

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- 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.

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## V. ATTACHMENTS

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- 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

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## I. PURPOSE

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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.

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## II. POLICY

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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.

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## III. DEFINITIONS

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**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(l)(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.

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## IV. PROCEDURE

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### 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](mailto: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](mailto: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.

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## V. REFERENCES

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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 (SSA)  
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