

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF ANAHEIM
FOR THE PROVISION OF VOCATIONAL TRAINING

This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and CITY OF ANAHEIM, a municipal corporation and a charter city, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of vocational training activities;

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 Section 11200 et seq., also known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act, and may be cited as CalWORKs program; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2022, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, 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 Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of 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 Attachment A to the Agreement between County of

Orange and City of Anaheim, for the Provision of Vocational Training Activities, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement 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 Agreement, 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 28 of this Agreement, 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 Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. 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 Agreement, 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 Agreements 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 Agreement, 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 Agreement requiring COUNTY approval.

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

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 Agreement, and COUNTY agrees to an assignment of the Agreement, 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 Agreement and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Agreement 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 Agreement. 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 Agreement. 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 Agreement. 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 Agreement.

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 Agreement. 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 Agreement.

8.2 Change in Form of Business Organization

If, during the term of this Agreement, 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 Agreement, 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 Agreement.

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 Agreement. 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. NON-DISCRIMINATION

9.1 In the performance of this Agreement, 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.

9.2 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 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled

“Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9.3.2 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.

9.3.3 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)

9.4 Non-Discrimination in Service Delivery

9.4.1 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 9.4 et seq.

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

9.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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

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

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

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (SSA Contractor and Vendor Compliance page)

10. NOTICES

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

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

CONTRACTOR: City of Anaheim
Workforce Development Division
201 S. Anaheim Blvd., Suite 1001

- 10.2 All notices shall be deemed effective when in writing and when:
- 10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 10.1;
 - 10.2.2 Sent by Email;
 - 10.2.3 Faxed and transmission confirmed; or
 - 10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- 10.3 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.

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

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

13. INSURANCE

- 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance or maintain a program of self-insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement 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 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement 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 Agreement. 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 Agreement for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 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 Agreement, agrees to all of the following:
- 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance

of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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

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

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

13.5 Qualified Insurer

13.5.1 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).

13.6 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.

13.7 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

13.8 Required Coverage Forms

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

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

13.9 Required Endorsements

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

13.9.1.1 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.

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

13.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

13.9.2.1 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.

- 13.9.2.2 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.
- 13.10 All insurance policies required by this Agreement 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.
- 13.11 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 Agreement.
- 13.12 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 Agreement.
- 13.13 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).
- 13.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.
- 13.15 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.
- 13.16 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 Agreement. Any increase or decrease in insurance will be as deemed by County of

Orange Risk Manager as appropriate to adequately protect COUNTY.

13.17 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 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

13.18 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 Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

14.1 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 Agreement. 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.

14.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

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

14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

14.5 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 Agreement.

14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

15.1 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 Agreement. 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.

15.2 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, Agreement 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.

16. 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.

17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. 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 Agreement, 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.

18. EQUIPMENT

18.1 All items purchased with funds provided under this Agreement, 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 Agreement. Upon the termination of this Agreement, 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:

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

18.1.2 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.

18.1.3 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.

18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, 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.

18.2 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 Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. 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.

18.3 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 Agreement.

18.4 CONTRACTOR shall ensure that each of its employees, volunteers, consultants, or agents that have access to COUNTY facilities and/or data contained in ADMINISTRATOR's Computer Information System completes information security and computer usage training provided by ADMINISTRATOR, signs and adheres to the provisions in Attachment B and C and signs Attachment D to this Agreement and signs and adheres to any subsequent agreements 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 Agreement.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. 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 Agreement:

19.1.1 Afford CONTRACTOR a time period within which to cure the breach,

which period shall be established by ADMINISTRATOR; and/or

19.1.2 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

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$2,082,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$694,000 for July 1, 2022, through June 30, 2023;

20.1.2 \$694,000 for July 1, 2023, through June 30, 2024; and

20.1.3 \$694,000 for July 1, 2024, through June 30, 2025.

20.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, 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.

20.3 Claims

20.3.1 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 20.3.4. 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.

- 20.3.2 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 27 of this Agreement.
- 20.3.3 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.
- 20.3.4 Year-End and Final Claims
 - 20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, 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.
 - 20.3.4.2 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 Agreement; 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.

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, 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.

22. 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 Agreement.

23. REVENUE

23.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Agreement, such monies shall be considered a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR,

except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended. The procedure for designating money as Program Income is set forth in Paragraph 24 of this Agreement.

24. PROGRAM INCOME

It is mutually understood that the State or federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- 24.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program Income.
- 24.2 Set up and maintain a separate bank account for any proposed Program Income and account for any and all such income received.
- 24.3 Report to ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt, record the amount received on internal financial records, and indicate the amount received on the monthly claim submitted to ADMINISTRATOR.
- 24.4 ADMINISTRATOR will then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or federal agencies for approval.
- 24.5 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or federal agency and provides CONTRACTOR with prior written approval for the use of the funds.
- 24.6 ADMINISTRATOR may issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

25. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Agreement, which shall summarize the

activities and services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

26. INDEPENDENT AUDIT

26.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. 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.

26.2 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 Agreement. 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 Agreement 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.

27. RECORDS, INSPECTIONS, AND AUDITS

27.1 Financial Records

27.1.1 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 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

27.1.2 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.

27.2 Client Records

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

27.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, 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 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2.

27.2.3 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 Agreement.

27.3 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

Agreement, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

27.4 Inspections and Audits

27.4.1 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 Agreement. 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 Agreement and the premises in which it is being performed.

27.4.2 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.

27.4.3 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.

27.4.4 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 Agreement.

27.5 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.

28. PERSONNEL DISCLOSURE

- 28.1 This Paragraph 28 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 11 of Attachment A (hereinafter referred to as "Personnel").
- 28.2 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:
- 28.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;
- 28.2.2 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;
- 28.2.3 The professional degree, if applicable, and experience required for each position; and
- 28.2.4 The language skill, if applicable, for all Personnel.
- 28.3 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 Agreement.
- 28.4 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 Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 28.5 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 Agreement. 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 Agreement.

- 28.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 28.4 and 28.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.
- 28.7 In the event a record is revealed through the processes described in Subparagraphs 28.4 and 28.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.
- 28.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement 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 Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 28.9 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 Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Agreement 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 Agreement, pursuant to Paragraph 19 above.
- 28.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in

CONTRACTOR's Personnel.

28.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

28.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Agreement.

28.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 28 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

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

30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

31. CONFIDENTIALITY

31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to

WIC Sections 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 Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement 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 Agreement.

31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement 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 Agreement.

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 Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement 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 Agreement 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 Agreement and only to assist in the administration of services in accordance with Title 45 CFR Section 205.50et 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 Agreement.

32.3.2 Access, disclosure or use of PII in a manner or for a purpose not authorized by this Agreement 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 Agreement, 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 Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

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 Agreement, 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. 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 Agreement 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 Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. 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 Agreement.

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 Agreement, 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 agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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 Agreement, grant, loan, or cooperative agreement, 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 agreements) 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 Agreement 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 Agreement 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 Agreement shall relieve COUNTY of all further obligations under this Agreement.
- 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("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 Agreement, 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 Agreement.
- 42.4 The obligations of COUNTY under this Agreement 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 Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum funding obligation, or modify this Agreement, 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 Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43. COOPERATIVE AGREEMENT

43.1 The provisions and pricing of this Agreement will be extended to other California local or state governmental entities. Governmental entities wishing to use this Agreement will be responsible for issuing their own purchase documents/price agreements, 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 Agreement 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 Agreement. Failure to do so will be considered a material breach of this Agreement 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 the Agreement upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Agreement.

43.2 The CONTRACTOR shall be required to maintain a list of the cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall

be provided on an annual basis to the COUNTY, at the COUNTY's request.

44. GOVERNING LAW AND VENUE

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

45. SIGNATURE IN COUNTERPARTS

45.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement 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 Agreement 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 Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement 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: City of Anaheim

<u>Jim Vanderpool</u> Print Name	<u>City Manager</u> Title
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_____ Signature	_____ Date
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ATTEST

<u>Theresa Bass</u> Print Name	<u>City Clerk</u> Title
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_____ Signature	_____ Date
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APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM

<u>Leonie Mulvihill</u> Print Name	<u>Assistant City Attorney</u> Title
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_____ Signature	_____ Date
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County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	Title <u>Deputy Purchasing Agent</u>
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_____ Signature	_____ Date
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APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost
Print Name

Senior Deputy County Counsel
Title

Signature

Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF VOCATIONAL TRAINING

1. POPULATION TO BE SERVED

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

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

2. DEFINITIONS

2.1 America’s Job Center of California (AJCC): AJCC is a one-stop shop for workforce services, providing a comprehensive range of no-cost employment and training services for employers and job seekers. The AJCC is a network of local, state, private, and public organizations offering a variety of services which brings employers with job openings and qualified job seekers together at no cost.

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

2.3 CalJOBS: California’s online resource to help job seekers and employers navigate

the State's workforce services.

- 2.4 Employment Readiness Assessment (ERA): An evaluation of employability and the need for support services considering work history, employment skills, knowledge and abilities, education, educational competency level, local labor market conditions, physical limitations, or mental conditions.
- 2.5 Family Support Assessment: The process of assessing CalWORKs or Refugee Cash Assistance (RCA) families' strengths, goals, needs and concerns to support and empower the family to overcome barriers and reach their goals through a collaborative, holistic approach. The process includes conducting Family Support Team meetings and follow up efforts/tracking to ensure family outcomes are successful.
- 2.6 Family Support Team: The individuals who communicate with each other during the Family Support Assessment (FSA) process. The team can include Social Services Agency (SSA) staff, CalWORKs or Refugee Cash Assistance (RCA) families, service providers, and support individuals identified by the family.
- 2.7 Vocational Training (VTR): VTR is temporary, transitional, and short-term training activities, not to exceed twelve (12) months, to prepare PARTICIPANTS for employment in a specific trade, occupation, or vocation. VTR may be extended upon prior approval from ADMINISTRATOR.
- 2.8 Workforce Development Board (WDB): WDBs are part of the Public Workforce System, a network of federal, state, and local offices that support economic expansion and develop the talent of the nation's workforce. The local WDBs' role is to develop regional strategic plans and set funding priorities for their area.
- 2.9 Workforce Investment Act (WIA)/Workforce Innovation and Opportunity Act (WIOA): The federal WIA of 1998 provides the framework for a national workforce preparation and employment system. Title I of WIA authorizes and funds several employment and training programs in California. Workforce investment activities authorized by WIA/WIOA are provided at the local level via local Workforce Development Boards (WDB), to PARTICIPANTS in need of

those services. The WIA/WIOA's primary purpose is to provide workforce investment activities that increase the employment, retention, earnings, and increase occupational skill attainment by PARTICIPANTS.

3. OUTCOME OBJECTIVES

3.1 CONTRACTOR shall meet the following annual performance goals for VTR during the term of this Agreement:

3.1.1 Seventy-five percent (75%) of all PARTICIPANTS enrolled shall be placed in a training program within fourteen (14) calendar days of receipt of the referral.

3.1.2 Sixty percent (60%) of all PARTICIPANTS will obtain unsubsidized employment within thirty (30) calendar days of completing VTR program. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend to sixty (60) calendar days when certification is delayed or if there is documentation of no fault of the CONTRACTOR or pending employment due to hiring process.

4. HOURS OF OPERATION

4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

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 Agreement, pursuant to Paragraph

19, and shall not be reimbursed.

5. GENERAL AND SERVICE REQUIREMENTS

CONTRACTOR shall:

- 5.1 Work closely with each PARTICIPANT and utilize the Employment Readiness Assessment (ERA) provided by COUNTY to understand the PARTICIPANT's needs, assess career goals, and arrange an appropriate VTR assignment based on the employment goal indicated on the referral.
- 5.2 Ensure that all services funded under this Agreement are coordinated with other available services in the community (such as WIOA) and do not constitute unnecessary duplication of services.
- 5.3 Provide VTR services to PARTICIPANTS to meet the required participation hours indicated on the referral. The hourly participation requirements are subject to change, according to State and federal mandates.
- 5.4 Assess all referred PARTICIPANTS to initiate enrollment or return invalid referrals to ADMINISTRATOR within two (2) business days.
- 5.5 Provide an orientation within three (3) business days to PARTICIPANTS which includes providing information on program goals and objectives; overview of VTR program; PARTICIPANT's rights and responsibilities; and Termination and Grievance Policies.
- 5.6 Monitor and communicate with ADMINISTRATOR regarding PARTICIPANTS' attendance and participation.
- 5.7 Utilize workshops, one-on-one training, intensive case management, and coaching to assist the PARTICIPANT in finding, obtaining, and retaining employment upon completion of VTR program.
- 5.8 Obtain prior approval from ADMINISTRATOR for changes related to the administration of VTR services provided under this Agreement.
- 5.9 Notify ADMINISTRATOR within two (2) business days of any updates related to the PARTICIPANT's status within the VTR program, including, but not limited to,

completion of VTR program, securing of employment, and/or unsuccessful contact with the PARTICIPANT. Contact is considered unsuccessful after a minimum of three (3) documented attempts within five (5) business days. Attempted contacts will include, but not limited to, phone/cell calls, emails, and text messages.

- 5.10 Collaborate with ADMINISTRATOR to help PARTICIPANTS overcome socio-economic, societal, and cultural barriers to employment, including, but not limited to, food, transportation, housing, legal assistance, clothing need, and resistance to pursuing employment in occupations that may be perceived as nontraditional.
- 5.11 Monitor attendance and progress of all PARTICIPANTS by meeting with each PARTICIPANT every two (2) weeks, or more often if needed, and work directly with the training program to discuss action steps needed to successfully complete the program.
- 5.12 Identify and resolve potential barriers toward seeking, obtaining, and keeping employment, including, but not limited to, fear of going to work, anger and resentment from being required to participate in VTR, low self-esteem/motivation, problems with accessing and navigating public transportation, and child care concerns.
- 5.13 Refer PARTICIPANTS to ADMINISTRATOR for assistance with employment support services, such as food, transportation, housing, mental health and substance abuse issues, legal assistance, and clothing.
- 5.14 Develop and provide employment opportunities to PARTICIPANTS upon completing the VTR program.
- 5.15 Attend meetings as requested by ADMINISTRATOR and other contracted service providers, including Family Support Team meetings.
- 5.16 Cooperate with ADMINISTRATOR with respect to sanctions applied by ADMINISTRATOR to PARTICIPANT in the event of PARTICIPANT non-cooperation. This may include testifying at PARTICIPANT non-compliance hearings.
- 5.17 Provide any internal forms that will be used in service delivery, but are not

mandated by ADMINISTRATOR, or by program requirements, for review and approval by ADMINISTRATOR prior to implementation.

- 5.18 Maintain a case file for each PARTICIPANT served under this Agreement in a format approved by ADMINISTRATOR.
- 5.19 Ensure that all services provided to PARTICIPANTS under this Agreement are conducted in a manner responsive to literacy, language, and socio-cultural issues that may impact PARTICIPANTS.
 - 5.19.1 CONTRACTOR's staff shall be trained in cultural differences to ensure their ability to recognize and assist PARTICIPANTS who demonstrate language or cultural barriers to employment, including resistance to participation in VTR programs.
- 5.20 CONTRACTOR shall employ staff who will provide services in the PARTICIPANTS language or obtain interpreters when necessary.
- 5.21 Refer PARTICIPANTS to vocational-technical/trade schools, or postsecondary public and/or private institutions.
- 5.22 Provide VTR activities, not to exceed twelve (12) months, to prepare PARTICIPANTS for employment in a specific trade, occupation, or vocation. VTR may be extended upon prior approval from ADMINISTRATOR.
- 5.23 Complete enrollment and registration process for PARTICIPANTS into VTR programs to meet the required participation hours as referred by ADMINISTRATOR within fourteen (14) calendar days of the referral, unless otherwise directed by ADMINISTRATOR.
- 5.24 Work directly with ADMINISTRATOR to identify barriers to participation, prior to returning the referral to ADMINISTRATOR if the PARTICIPANT is not placed in a VTR program after fourteen (14) calendar days of the referral.
- 5.25 Provide VTR programs to PARTICIPANTS in areas identified as growth oriented, current or emerging occupations, meeting an unmet community need, and in high demand for new employees.
- 5.26 Utilize CalJOBS to locate accredited vocational training providers that are

approved by WIOA.

5.27 Collaborate with PARTICIPANTS and vocational program coordinator to develop comprehensive training plans with specific and measurable vocational goals.

5.28 Assist PARTICIPANTS upon completion of the VTR program with their job search, including, but not limited to, resume preparation, referrals to jobs that are listed by employers with Employment Development Department's (EDD) CalJOBS, local newspaper want ads, other career resources, and/or opportunities developed by CONTRACTOR.

5.29 Additional Responsibilities

5.29.1 Computer Information System(s)

5.29.1.1 CONTRACTOR shall use the computer information system(s) provided by ADMINISTRATOR for viewing electronic data as required by ADMINISTRATOR. CONTRACTOR shall ensure that CONTRACTOR's staff understand the uses of the computer information system(s) and will follow the related procedures as evidenced by supervisory reviews and case audits.

5.29.1.2 CONTRACTOR shall inform ADMINISTRATOR within two (2) business days of any employment terminations or new hires in order for ADMINISTRATOR's Information Technology Services to take appropriate action.

5.29.2 America's Job Center of California (AJCC)

5.29.2.1 CONTRACTOR shall assist PARTICIPANTS with access to the AJCC where PARTICIPANTS can access a wide variety of resources, including labor market information and job vacancy listings, full access to computers with internet connectivity, telephones, faxes, and copy machines.

5.29.3 Welfare Fraud

5.29.3.1 If CalWORKs eligibility or Supportive Services payment fraud is suspected, CONTRACTOR staff shall inform ADMINISTRATOR within two (2) business days of awareness

of any suspected fraud.

6. PERFORMANCE MONITORING AND REVIEW

6.1 CONTRACTOR's performance will be monitored and reviewed by ADMINISTRATOR. CONTRACTOR shall cooperate and assist ADMINISTRATOR in monitoring performance. ADMINISTRATOR will conduct case reviews as part of an on-going evaluation of CONTRACTOR's performance.

6.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR's performance, including, but not limited to:

6.2.1 Random sampling of program activities, including a review of case files;

6.2.2 Activity checklists and random observations;

6.2.3 Inspect output items on a periodic basis as deemed necessary;

6.2.4 Monthly statistical reports;

6.2.5 PARTICIPANTS' complaints and/or PARTICIPANTS' questionnaires;
and

6.2.6 Complaints received by CONTRACTOR.

6.3 ADMINISTRATOR may require corrective action plans when it is determined that services are performed unsatisfactorily during the review period. CONTRACTOR shall remedy the performance defects within the time period specified in the corrective action plan. Nothing in this section shall limit the COUNTY's ability to terminate this Agreement pursuant to Paragraph 42.

6.4 Performance evaluation meetings will be conducted by ADMINISTRATOR as necessary.

7. QUALITY ASSURANCE/QUALITY CONTROL

7.1 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:

- 7.1.1 The method for ensuring the services, deliverables, and requirements defined in the agreement are being provided at or above the level of quality per this Agreement.
- 7.1.2 The method for assuring the staff rendering services under this Agreement has the necessary qualifications.
- 7.1.3 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.
- 7.1.4 The method of identifying and preventing deficiencies in the quality of service as defined by ADMINISTRATOR; and
- 7.1.5 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

7.2 CONTRACTOR shall cooperate with any third-party audit or inspections as required by ADMINISTRATOR or other COUNTY, State, or federal agency.

8. MEETINGS

CONTRACTOR shall:

- 8.1 Attend monthly meetings and occasionally conduct staff tour/site visits, as requested by ADMINISTRATOR. Upon mutual agreement of CONTRACTOR and ADMINISTRATOR, CONTRACTOR may attend meetings remotely. CONTRACTOR shall consult with ADMINISTRATOR regarding specific cases, be available to answer questions, and provide additional information as needed.
- 8.2 As requested by ADMINISTRATOR, attend meetings with COUNTY's contracted service providers and community partners, including Family Support Team Meetings.
- 8.3 Participate in Performance/Outcomes evaluation meetings as requested by ADMINISTRATOR.
- 8.4 Attend training(s) and/or meetings, as determined by ADMINISTRATOR, and provide CONTRACTOR's staff with ongoing training and assistance to ensure that

contract deliverables are met.

9. FACILITIES

9.1 It is mutually understood that PARTICIPANTS will be referred to CONTRACTOR at the following facility:

Anaheim Workforce Connection
201 South Anaheim Blvd., 2nd Floor
Anaheim, CA 92805

9.2 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. REPORTING REQUIREMENTS

CONTRACTOR shall:

- 10.1 Comply with data verification requirements per ADMINISTRATOR.
- 10.2 Immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to submission and reporting requirements.
- 10.3 Use the most current templates provided by ADMINISTRATOR.
- 10.4 Implement a quality control process to ensure integrity of data submitted, review and approve all reports submitted to ADMINISTRATOR.
- 10.5 Provide by the tenth (10th) calendar day of each month, a status report for the preceding month, in a format approved by ADMINISTRATOR. Status reports shall include, but are not limited to, the following:
 - 10.5.1 Total number of referrals received from ADMINISTRATOR and referral outcomes.
 - 10.5.2 Caseload movement: total number of PARTICIPANTS enrolled, participating, exiting, completing VTR programs, and obtaining unsubsidized employment.
 - 10.5.3 Total number of referrals returned to ADMINISTRATOR prior to enrolling in VTR program.

- 10.5.4 List of PARTICIPANTS who obtained unsubsidized employment within forty-five (45) calendar days of completing the activity, or otherwise agreed timeline requested by ADMINISTRATOR.
- 10.5.5 Updated information on the activity status of the referrals and PARTICIPANT attendance issues.
- 10.6 Provide monthly PARTICIPANT attendance and progress reports, including achievements and the number of participation hours to ADMINISTRATOR, as applicable, by the tenth (10th) calendar day of the following month.
- 10.7 Participate in the evaluation of services through distribution and collection of customer satisfaction surveys as determined by ADMINISTRATOR. Survey results, along with any corrective action(s) with respect to survey findings or trends, shall be provided to ADMINISTRATOR upon request.
- 10.8 Maintain a monthly 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.
- 10.9 Maintain an organizational chart along with corresponding job descriptions for every classification funded under this Agreement. CONTRACTOR shall provide an updated organizational chart along with job descriptions to ADMINISTRATOR by July 1, 2022.
 - 10.9.1 Should any organizational or staffing arrangements change during the term of the Agreement, CONTRACTOR shall submit a revised organizational chart to ADMINISTRATOR within two (2) business days, or upon request by ADMINISTRATOR.
- 10.10 Provide additional reports as requested by ADMINISTRATOR.

11. BUDGET

- 11.1 The annual budget for services provided pursuant to Attachment A of this

Agreement is set forth as follows:

Budget Period July 1, 2022 – June 30, 2023

TOTAL SALARIES & EMPLOYEE BENEFITS⁽¹⁾⁽²⁾	\$334,417
TOTAL PARTICIPATION COSTS	\$316,869
TOTAL OPERATING EXPENSES⁽³⁾⁽⁴⁾	\$42,714
MAXIMUM COUNTY OBLIGATION (7/1/22-6/30/23)	\$694,000

Budget Period July 1, 2023 – June 30, 2024

TOTAL SALARIES & EMPLOYEE BENEFITS⁽¹⁾⁽²⁾	\$344,321
TOTAL PARTICIPATION COSTS	\$306,965
TOTAL OPERATING EXPENSES⁽³⁾⁽⁴⁾	\$42,714
MAXIMUM COUNTY OBLIGATION (7/1/23-6/30/24)	\$694,000

Budget Period July 1, 2024 – June 30, 2025

TOTAL SALARIES & EMPLOYEE BENEFITS⁽¹⁾⁽²⁾	\$354,523
TOTAL PARTICIPATION COSTS	\$296,763
TOTAL OPERATING EXPENSES⁽³⁾⁽⁴⁾	\$42,714
MAXIMUM COUNTY OBLIGATION (7/1/24-6/30/25)	\$694,000

(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) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; 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 ninety-nine point eight percent (99.8%) of the actual salary expense claimed for all full-time positions and forty-eight percent (48%) of the actual salary expense claimed for all part-time positions.
- (3) Operating expenses shall include office supplies, travel and meeting, mileage, equipment, rent, audit services, PC support, and payroll/accounting. Mileage is limited to the amount allowed by IRS.
- 11.2 Expenses for extra pay, including, but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement 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.
- 11.3 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 20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, 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.
- 11.4 In the event one of the annual budgets shown in Subparagraph 11.1 of this

Attachment is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the term of July 1, 2021 through June 30, 2022 is modified, the modification will be effective until June 30, 2022. Beginning July 1, 2022, the budget will revert to the budget included in Subparagraph 11.1 of this Attachment until it is modified, if applicable.

12. STAFFING REQUIREMENTS

CONTRACTOR shall:

- 12.1 Employ staff with experience in placing PARTICIPANTS in an environment that facilitates the development of the English language for PARTICIPANTS with a limited English vocabulary.
- 12.2 Employ staff who are able to read, write, speak, and understand English.
- 12.3 Provide bilingual staff or translation services to serve PARTICIPANTS who speak Spanish, Vietnamese, or Farsi.
 - 12.3.1 The ratio of bilingual staff shall be consistent with and proportional to the population being served, as determined by ADMINISTRATOR.
 - 12.3.2 Translation services shall be provided for all other languages as needed to ensure all PARTICIPANTS are provided services in the language they speak.
- 12.4 CONTRACTOR shall comply with all COUNTY, State, and federal regulations regarding Limited English Proficiency.
- 12.5 CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u>	<u>Position Type</u> ⁽¹⁾	<u>FTE</u> ⁽²⁾	<u>Maximum Hourly Rate</u> ⁽³⁾
Workforce Center Supervisor	D	0.20	\$52.09
Case Manager	D	1.00	\$36.75
Job Developer	D	0.25	\$36.07
Workforce Development Manager	A	0.20	\$66.20
Workforce Development Analyst	A	0.20	\$57.29

Management Assistant (PT)	A	0.15	\$40.56
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- (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) 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 Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.
- (3) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

12.5.1 Workforce Development Manager

Duties:

12.5.1.1 Plan, direct, and implement the VTR programs within the Workforce Development Division of the Community Development Department.

Qualifications:

12.5.1.2 Minimum of five (5) years of job training program planning, development, and administration experience, of which a minimum of one (1) year must be in an administrative or lead supervisory role position; and

12.5.1.3 Bachelor’s degree from an accredited college or university with major course work in business administration, public administration, or a related field.

12.5.2 Workforce Center Supervisor

Duties:

12.5.2.1 Plan, prioritize, assign, supervise, and review the work of staff responsible for providing case management to VTR PARTICIPANTS.

12.5.2.2 Participate in the selection of VTR sites, provide or coordinate staff training, and work with employees to correct deficiencies and implement discipline procedures.

12.5.2.3 Recommend and assist in the implementation of goals and objectives, establish schedules and methods for providing Vocational Training case management, and implement policies and procedures.

Qualifications:

12.5.2.4 Minimum of three (3) years of job training program development and administration experience in a lead supervisory role.

12.5.3 Workforce Development Analyst

Duties:

12.5.3.1 Coordinate the administrative services functions for the Workforce Development Division of the Community Development Department to ensure that the VTR program fulfills compliance and performance requirements with regard to contracts, computer systems, monitoring, reporting, and expenditure activities.

Qualifications:

12.5.3.2 Two (2) years of professional administrative and management analysis experience preferably within a local government environment.

12.5.3.3 Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a related field.

12.5.4 Management Assistant

Duties:

12.5.4.1 Design, evaluate, and modify customer satisfaction and program

performance evaluation tools. Perform technical, administrative, and analytic skills in support of program or function.

12.5.4.2 Provide technical assistance to Workforce Center staff and management, training vendors, and service providers.

12.5.4.3 Conduct research, and prepare and implement various policies, procedures, rules, and regulations in accordance with organizational practices.

12.5.4.4 Ensure compliance with program policies and labor laws.

12.5.4.5 Prepare weekly/monthly statistical program and labor market reports.

12.5.4.6 Maintain local eligible training provider list, procure training services, and monitor contract compliance.

12.5.4.7 Process and monitor customer individual training accounts.

12.5.4.8 Perform other job-related duties as required.

Qualifications:

12.5.4.9 Experience in employment and training programs to include interpretation of diagnostic evaluation, job development, and case management.

12.5.5 Case Manager

Duties:

12.5.5.1 Conduct eligibility interviews and provide information on available services and continuous direct counseling services.

12.5.5.2 Provide on-going case management, measure PARTICIPANT progress and identify areas of needed improvement by completing regular and periodic Employability Development Plan updates.

12.5.5.3 Contact employment resources (employers) through cold calling by phone, or on-site contact, to sell and market the Workforce Investment Act programs and generate job orders.

12.5.5.4 Negotiate VTR contracts to meet PARTICIPANT's needs that coincide with training plans.

- 12.5.5.5 Assist PARTICIPANTS in obtaining unsubsidized employment by providing job search, referral assistance, and job development services.
- 12.5.5.6 Evaluate PARTICIPANT progress throughout training and ensure compliance with program policies and labor laws by monitoring worksites on a regular basis.
- 12.5.5.7 Inform worksite agencies regarding workforce incentive act concept, payroll, procedures, program rules and regulations, Civil Rights, and program goals by providing PARTICIPANT and supervision orientation.
- 12.5.5.8 Maintain adequate applicant flow for training programs by performing community outreach and recruitment through presentations at community centers, schools, and social service agencies, and by updating waiting lists through telephone calls and correspondence.

Qualifications:

- 12.5.5.9 Experience in employment and training programs to include interpretation of diagnostic evaluation, job development, and case management.

12.5.6 Job Developer

Duties:

- 12.5.6.1 Assist program PARTICIPANTS in obtaining unsubsidized employment by providing job search, referral assistance, and job development services.
- 12.5.6.2 Contact employment resources (employers) through cold calling by phone, or on-site contact, to sell and market the program and generate job orders.
- 12.5.6.3 Negotiate VTR contracts to meet PARTICIPANT's needs that coincide with training plans.
- 12.5.6.4 Evaluate PARTICIPANT progress throughout training and ensure compliance with program policies and labor laws by

monitoring worksites on a regular basis.

Qualifications:

12.5.6.5 Bachelor's degree from an accredited college or university, or equivalent work experience.

12.5.6.6 One (1) to three (3) years of experience in workforce development or related programs.

12.5.6.7 Experience in employment and training programs to include interpretation of diagnostic evaluation, job development, and case management.

13. TRAINING

13.1 CONTRACTOR's staff shall attend any trainings, conferences, and meetings as required by the COUNTY or requested by ADMINISTRATOR.

13.2 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.

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

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

13.5 COUNTY will provide initial training to CONTRACTOR's staff on CW/WTW regulations and other procedures. CONTRACTOR shall conduct training(s) to new staff and refresher trainings for CONTRACTOR's staff annually.

13.6 It will be CONTRACTOR's sole responsibility to ensure that CONTRACTOR's staff understand and correctly implement the requirements when providing CW/WTW services to PARTICIPANTS.

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

I. PURPOSE

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

II. DEFINITIONS

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

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

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

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

III. POLICY

SSA workforce members shall adhere to applicable SSA, County of Orange (including [the ITSP](#), County of Orange-Attachment I), State (including the State of California Welfare and

Institutions Code 10850), and Federal regulations relating to information technology security, privacy, and confidentiality of information as each may now exist or be herein after amended.

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

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

All SSA workforce members shall do the following:

1. Keep their user IDs and passwords confidential and secured at all times. Should a password be compromised, it shall be changed immediately, and the supervisor shall be notified.
2. Restrict user ID usage only for currently assigned SSA job duties and responsibilities.
3. Use County resources, such as data and information, for County business objectives only. Use of these resources for private or personal gain is prohibited and may be subject to administrative, civil, and criminal penalties (California Penal Code Section 502).

4. Protect Confidential Information of clients to prevent unauthorized disclosure. Only the minimum amount of Confidential Information necessary for business operations should be copied, downloaded, exported or stored on any electronic device or in paper format. Any compromise of Confidential and/or Personally Identifiable Information shall be immediately reported to the supervisor.
5. Request software installations on SSA computers, laptops, tablets and other devices from an authorized agent of the SSA Information Technology team. DO NOT INSTALL ANY software/application into County SSA devices.
6. Seek permission from SSA Information Technology team prior to copying a County-owned software/application.
7. Use of any County electronic communication systems is for business use only; any personal use shall not disrupt or interfere with County operations or job responsibilities.

IV. PROCEDURE

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

1. Administrative Policies and Procedures Manual I-6 Information Technology Security and Usage;
2. ITSP, County of Orange ([Attachment I](#)); and
3. County of Orange Information Technology Usage Policy ([Attachment II](#)).

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

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

V. ATTACHMENTS

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

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

I. PURPOSE

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

II. POLICY

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

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

III. DEFINITIONS

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

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

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

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

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

Federal Tax Information (FTI): any data extracted from an individual's federal tax return (including attachments) that the Internal Revenue Service (IRS) provides to human services agencies under IRC §6103(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.

IV. PROCEDURE

A. Detection:

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

B. Reporting and Resolution:

1. Immediately upon identifying any suspected privacy or security incidents, breaches, intrusion or unauthorized access, use, or disclosure of PII, the SSA employee will immediately notify their Regional/Program Manager/Admin Management Team, with a CC to their immediate Supervisor.

2. The Regional/Program Manager, upon receiving information about the privacy or security incident, will immediately submit a Privacy Incident Report (PIR) to the Quality Support Team (QST)/Custodian of Records (COR) at SSAcustodianofrecordsinbox@SSA.ocgov.com with a CC to their Deputy Division Director, via a secure email message with the subject line "Initial PIR [secure]". Each section of the PIR will be completed with as much information as available at the time of drafting. No PII should be included in the PIR.
3. Upon receipt of the PIR, the Quality Support Team will collaborate with the Regional/Program Manager to further identify any details necessary to better assess the incident.
4. Upon gathering this information, the Quality Support Team will then connect with the County Privacy Officer to identify next steps.
5. As determined to be required, the QST/COR shall advise the identified program point of contact ("Action Officer") to update the PIR to include any additional information required.
 - a. If the incident meets any of the criteria noted in the County Significant Incident/ Claim Reporting Protocol, QST/COR shall draft a report containing the basic/concise facts and submit to the Chief Deputy Director with the PIR attached for review and submission to IncidentReport@ocgov.com.
6. QST/COR will serve as the Agency's point of contact for the County Privacy Officer and will communicate all applicable steps identified by the County Privacy Officer to the Action Officer.
 - a. The Action Officer will be responsible for coordinating all applicable activities required to notify and rectify the privacy/security issue that was identified.
 - i. Action Officers will be assigned and will vary depending on the program.
 - ii. Depending on the type of issue, the References Section provided below will provide more information on what actions are necessary to rectify the situation. Loss of Medi-Cal PII involves different steps than a loss of PII for other programs.
 - b. The Action Officer shall oversee the completion of the investigation of the privacy or security incident.
 - c. The Action Officer shall oversee notification of individuals affected by the breach or unauthorized use/disclosure of Medi-Cal PII when notification is required.
 - d. The Action Officer shall engage Human Resource Services, County Counsel, Risk Management, and/or the County Executive Office as needed to determine if internal processes, such as disciplinary action, are necessary.

- e. At the conclusion of the investigation and completion of all required notifications and consultations regarding necessary internal processes, the Action Officer will send the completed PIR that includes all required documentation from the investigation to QST/COR at the SSACustodianofrecordsinbox@SSA.ocgov.com with the subject line “Final PIR [secure].”
7. The County Privacy Officer will submit the final PIR to DHCS as required.
8. QST/COR will retain the final PIR for all incident types

V. REFERENCES

Compliance of this policy shall be in accordance with the:

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

ATTACHMENT D
SOCIAL SERVICES AGENCY (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