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CCCommunity Resources

December 30, 2021

To:

Orange County Workforce Development Board and Service

Provider Staff

From:

Carma Lacy

Director of Workforce Development

Subject: Chromebook Loaner Program Desk Procedures



PURPOSE

This program allows OC Workforce Solutions Center clients to borrow Google Chromebooks and Straight Talk Wireless Hot Spots for job-related activities.

EFFECTIVE DATE

This desk procedure is effective immediately upon issuance.

BACKGROUND

Orange County Workforce Development Board (OCWDB) received a donation of Chromebooks and Hotspots from Google Fiber. These devices are available through the OCWDB Loaner Program for check out by any CalJOBS registered client of the Orange County Workforce Solution Center(s).

PROCEDURES

This program is a service provided to Orange County residents utilizing the OC Workforce Solutions system for job-related purposes (job searches, job applications, training, etc) and applying for Unemployment Insurance. This program operates out of the OC Workforce Solutions Center(s) and Mobile Unit; Chromebooks and/or Hotspots are distributed and collected at the OC Workforce Solutions Center(s) and Mobile Unit according to the predetermined site schedule. Each individual can check out a Chromebook and/or Hotspot for a maximum of 30 days. Though the intent of this program is for temporary use and not long-term borrowing, the due date may be extended for up to 30 additional days if there is no waitlist.

Check-Out Process

- 1. Chromebooks/Hotspots will be stored at the Garden Grove OC Workforce Solutions office and OCWDB staff office; an inventory list is maintained for each location with this equipment.
- 2. Individuals can request a Chromebook and/or Hotspot in two ways:
 - Call the call center to be put on the interest list; call center staff will fill out the interest list Google form for the individual
 - Complete the interest form and submit through the OC Workforce Solutions website.

- 3. A wait list may need to be compiled depending on demand.
- 4. Mobile Unit staff will download the Google Form responses weekly or as deemed necessary and contact individuals from the online interest list to schedule an appointment to pick up a Chromebook/Hotspot.
- 5. Collect the required information on the program spreadsheet and communicate to the individual that a government-issued Identification will be needed for the pick-up appointment and that the appointment will take approximately 30 minutes.
- 6. Program spreadsheet includes the following information:
 - Name
 - Address
 - Phone Number(s)
 - Email
 - Date of Birth
 - Driver License Number
 - CalJOBS account number
 - Service Provider (if applicable)
- 7. Mobile Unit staff will prepare the Program Agreement (Attachment I) for the individual using the information from the interest form.
- 8. On the day of a Chromebook/Hotspot pick-up, Mobile Unit staff is to sign out on the OCWDB Chromebook inventory list the number of Chromebooks/Hotspots needed for that day. This includes verifying serial numbers to ensure proper tracking of devices.
- 9. Store Chromebooks/Hotspots in designate locked cabinet on Mobile Unit. The Chromebooks/Hotspots stored at the Garden Grove OC Workforce Solutions Center are to be used when the Mobile Unit has scheduled pick-up appointments from the Garden Grove location.
- 10. During the pick-up appointment:
 - Verify the contact information on the Program Agreement with the individual.
 - Make a copy of individual's ID using the Mobile Unit's printer/scanner.
 - Input the Chromebook and Hotspot device serial numbers and due date onto the Program Agreement.
 - Schedule the return date.
 - Have the individual watch the WIOA orientation at one of the Mobile Unit computer workstations.
 - Make a copy of Program Agreement and give to individual.
- 11. Mobile Unit staff will scan the signed Program Agreement.
- 12. In the individual's CalJOBS account, upload the Program Agreement and photo ID and add case notes indicating that the individual has a loaner device. Use CalJOBS codes 100 (Orientation) and 120 (Use of AJCC Resource Room).
- 13. At the end of the day, return unused Chromebooks to the OCWDB office and file original Program Agreements.

Check-In Process

- 1. Mobile Unit staff will call/email/text an individual 7 days prior to the return appointment as a reminder of the upcoming due date.
- 2. If an individual misses the return appointment, Mobile Unit staff is to conduct three more weekly follow-up calls (one f/u call per week for 3 weeks) in an attempt to schedule the return appointment.

- 3. During the return appointment, Mobile Unit staff are to ask if there were any issues with the device, verify the Chromebook/Hotspot inventory number matches, and ensure that all equipment (device charger, hot spot) is returned.
- 4. Inspect device with client to ensure it is not broken.
- 5. Update program spreadsheet and Program Agreement indicating the device has been returned and make any pertinent notes related to the device.
- 6. Delete any files from the hard drive and return device to factory settings.
- 7. Sanitize device and equipment and place in plastic bag; return to OCWDB or Garden Grove Workforce Solutions Center supply closet at the end of the day and check device back in on inventory sheet.
- 8. Report lost or stolen and return damaged devices/equipment to Director of Workforce Development and OCCS Program Support.

An individual who damages, loses, or fails to return a Chromebook or Hotspot on or prior to the scheduled due date, will be prohibited from borrowing another device. If a Chromebook or Hotspot is lost or stolen, the individual is expected to file a police report and submit a copy to OCWDB.

ACTION

Bring this policy to the attention of all staff and relevant parties.

INQUIRIES

If you have any questions regarding this policy, please contact your Contract Administrator at 714-480-6500.

ATTACHMENTS

Attachment I: Program Agreement Form







Assumption of Risk, Waiver, Release of Liability, Indemnity and Google Chromebook and Hotspot Program Agreement

Borrower Information:

Name	CalJOBS Number	
Address		
Email		
Service Provider (if applicable)	Home Number	
Date of Birth (must be over 18 years old)	Cell Number	
Driver License / State ID Number	Text OK?	Yes □

The Google Chromebook and Hotspot Loaner Program is a County of Orange, Orange County Workforce Development Board (collectively, "County") program that allows One-Stop Center clients to borrow Google Chromebooks and Straight Talk Wireless Hotspots for activities related to job and job-search activities (the "Loaner Program").

As a condition and in consideration of my opportunity to participate in the Loaner Program, use the Chromebook and/or Straight Talk Wireless Hotspot, and participate in any activity related therewith, I voluntarily enter into this Assumption of Risk, Waiver, Release of Liability, and Indemnity and Google Chromebook and Hotspot Program Agreement ("Agreement") and agree on behalf of myself, and my heirs, representatives, agents, and assigns as follows:

General Instructions:

- Chromebooks work best with a Gmail account. Go to https://accounts.google.com/signup to create an account if you do not already have one.
- Call 714-480-6500 to report a lost, stolen, or damaged Chromebook/Hotspot or with any questions regarding the devices or the borrowing terms.
- The Google Chromebook and Straight Talk Wireless Hotspot is intended for temporary use; not long-term borrowing. You can renew the Google Chromebook and Straight Talk Wireless Hot Spot for an additional 30 days if there is no wait list.

Rules of Use:

- I understand that the Chromebook and Straight Talk Wireless Hotspot is to be used for job-related purposes (job searches, job applications, training, etc.) and applying for Unemployment Insurance.
- I understand that I am responsible for ensuring the Google Chromebook and Straight Talk Wireless Hotspot
 is not damaged, lost or stolen while it is checked out to me. I understand that I am to file a police report if
 the Chromebook or Hotspot is lost or stolen and will supply a copy of the police report when requested.
- I will use the device in accordance with applicable laws, license agreements and other restrictions, as applicable.
- I acknowledge that the Chromebook is only to be used by me and will not loan it to anyone else.
- I agree to never leave the device unattended in an unsecured location.
- I agree to not install any software or applications onto the Chromebook.
- I understand that I am not to save data to the hard drive or desktop. Any documents should be saved to a
 flash drive or emailed to yourself.

- I agree that County is not responsible for loss or damage to files and data while using the Chromebook or Straight Talk Wireless Hotspot.
- I agree that County is not responsible for any files and data that I save to the Chromebook hard drive.
- I agree that County is not responsible for any files and data remaining on the Chromebook at check-in.
- I agree that County is not responsible for any sensitive or personal information (credit card numbers, etc.) that might be compromised through the device.
- I agree to immediately report any damage to the Chromebook. Call 714-480-6500 if the Chromebook/Hotspot breaks or is damaged.
- I acknowledge that I will not attempt to repair or replace parts on the Chromebook or Straight Talk Wireless Hotspot.
- The Google Chromebook and Straight Talk Wireless Hotspot use is a privilege that can be revoked if the service is abused.

ASSUMPTION OF RISK

I acknowledge that my participation in the Loaner Program, use of the Chromebook and/or Straight Talk Wireless Hotspot, and participation in activities related therewith involve inherent risks that include the risk of injury, illness, death, and other loss, including property damage. I hereby expressly assume and accept all risks associated with my participation in the Loaner Program, use of the Chromebook and/or Straight Talk Wireless Hotspot and participation in any related activities therewith, including, but not limited to illness, bodily injury, death, and other loss, including property damage; all such risks are understood and accepted by me; and I further acknowledge that these risks include risks that may be the result of the negligence of the County and other persons or entities.

WAIVER AND RELEASE

I hereby waive, release, and forever discharge the County, its elected and appointed officials, officers, directors, representatives, employees, agents, and volunteers ("Released Parties") from any and all claims, obligations, liabilities, causes of action, suits, damages, judgments, losses (including, without limitation, the destruction of documents, data, and other materials), demands, costs and expenses (including, without limitation, attorneys' fees) of any kind ("Claims"), whether or not such Claims are caused by the negligent acts or omissions of any other person or entity, which may arise out of, result from, or relate to, whether directly or indirectly, my participation in the Loaner Program, or use of the Chromebook and/or Straight Talk Wireless Hotspot, all to the maximum extent permitted by law.

I acknowledge and agree that the Released Parties will not be held responsible for any harm, such as property damage, personal injury, or death, arising out of or in any way related to my participation in the Loaner Program, or use of the Chromebook and/or Straight Talk Wireless Hotspot, including but not limited to the following:

- Replacement of lost, stolen, or damaged Chromebook and/or Straight Talk Wireless Hotspot under the Loaner Program;
- Any damages incurred as a result of virus, malware, or security issues including, but not limited to, impacts
 on personal; confidential, and secured information and exposure to potential fraud;
- Any household expenses associated with using the Chromebook and/or Straight Talk Wireless Hotspot, including, but not limited to electricity, Wi-Fi access, and application purchases (including in-app purchases);
- Any impacts due to connecting the Chromebook and/or Straight Talk Wireless Hotspot to personally-owned device(s); and
- Harm caused by the Released Parties' actual or alleged negligence.

IT IS THEREFORE MY INTENTION TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH, INCLUDING WITHOUT LIMITATION THAT CAUSED BY THE RELEASED PARTIES ACTUAL OR ALLEGED NEGLIGENCE. I further agree to expressly waive the provisions of California Civil Code

Section 1542 which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

AGREEMENT TO INDEMNIFY, DEFEND, HOLD HARMLESS AND NOT TO SUE

I further covenant and agree, on behalf of myself, and my heirs, representatives, agents, and assigns, not to take any legal action against the Released Parties, for any Claims that I have released, waived, or discharged in this Agreement; and I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all Claims and liability incurred as a result of, or in any manner directly or indirectly arising from, my participation in the Loaner Program, and/or use of the Chromebook and/or Straight Talk Wireless Hotspot.

ADDITIONAL AGREEMENTS

I understand that unauthorized reproduction of copyrighted material is illegal and agree not to engage in the unauthorized use or reproduction of materials protected by copyright or other intellectual property rights in connection with the Loaner Program.

I understand and agree that the County shall retain ownership of the Chromebook and/or Straight Talk Wireless Hotspot, but I shall be responsible for my use of the Chromebook and/or Straight Talk Wireless Hotspot and all costs, liability, and Claims arising from the Chromebook and/or Straight Talk Wireless Hotspot.

I understand and agree that there is no expectation or assurance of privacy when using the Chromebook and/or Straight Talk Wireless Hotspot under the Loaner Program. I further consent to and agree that the County, or its contractor(s) may, in its/their discretion, remotely shut off the Chromebook and/or Straight Talk Wireless Hotspot without advance notice to me, and that such shut off may result in the loss of all data and information on the Chromebook and/or Straight Talk Wireless Hotspot.

This Agreement shall be construed and controlled by the laws of the State of California. If any part of this Agreement is found to be invalid, such invalidity shall not affect the remainder of this Agreement. The parties hereby consent to venue and personal jurisdiction in a court of competent jurisdiction located in Orange County, California, notwithstanding Code of Civil Procedure Section 394.

This Agreement may be executed and delivered in any number of counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement. This Agreement may be executed using physical or electronic signatures, and an electronic signature shall be binding as if it were physically executed. A signed copy of this Agreement that is transmitted by scanner, photography, facsimile, email, or other means of electronic transmission shall have the same authority, legal effect, and enforceability as an original signature for all purposes.

I have read and understood this Agreement and agree to its terms. I agree that any failure to adhere to this Agreement may result in my loss of use of the Chromebook and/or Straight Talk Wireless Hotspot. By signing below, I agree to the rules of the Loaner Program and acknowledge that I have received the Google Chromebook and/or Straight Talk Wireless Hotspot. I understand that I am responsible for the safe and timely return of the borrowed Google Chromebook and Straight Talk Wireless Hotspot on or prior to the scheduled return date and time.

Participant Signature	 Date

Chrome Book Serial Number									
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Straight Talk Serial Number									
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Straight Talk SIM Card Numbe	r								
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